

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

**MOTION RECORD
(Stay Extension and Sale Approval,
Returnable September 25, 2024)**

September 19, 2024

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants

TO: THE SERVICE LIST

Court File No.: CV-24-00720622-00CL

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

INDEX

Tab	Description
1	Notice of Motion dated September 19, 2024
2	Affidavit of Robert Vanden Broek sworn September 19, 2024
Exhibit "A"	A copy of the Bid Process Letter re Phase 2 Bid Process
Exhibit "B"	A copy email sent by counsel for the Applicants to the Service List providing notice of the two-day extension dated August 2, 2024
Exhibit "C"	A redacted copy of the Asset Purchase Agreement dated September 19, 2024
Exhibit "D"	A copy of the template KERP Letter
Confidential Exhibit "A"	Unredacted copy of the Asset Purchase Agreement dated September 19, 2024 <i>(to be filed with the Court subject to a request for a Sealing Order)</i>
Confidential Exhibit "B"	KERP Schedule containing key employees <i>(to be filed with the Court subject to a request for a Sealing Order)</i>
3	Draft Order re Stay Extension, KERP, DIP Amendment, WEPPA
4	Draft Approval and Vesting Order
5	Blackline of Draft AVO Compared to Model AVO

**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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC.,
SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA
REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS
(USA) CORP.**

Applicants

**Service List
(as at September 19, 2024)**

TO:	<p>THORNTON GROUT FINNIGAN LLP TD West Tower, Toronto-Dominion Centre 100 Wellington Street West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313</p> <p>Rebecca L. Kennedy Tel: (416) 304-0603 Email: rkennedy@tgf.ca</p> <p>D.J. Miller Tel: (416) 304-0559 Email: djmillier@tgf.ca</p> <p>Adam Driedger Tel: (416) 304-1152 Email: adriedger@tgf.ca</p> <p>Shurabi Srikaruna Email: ssrikaruna@tgf.ca</p> <p>Lawyers for the Applicants</p>
------------	--

NATDOCS\78980106\V-5

AND TO:	<p>DELOITTE RESTRUCTURING INC. 8 Adelaide Street West, Suite 200 Toronto, ON M5H 0A9</p> <p>Jorden Sleeth Tel: (416) 775-8858 Email: jsleeth@deloitte.ca</p> <p>Todd Ambachtsheer Tel: (416) 607-0781 Email: tambachtsheer@deloitte.ca</p> <p>Matthew R. Hong Tel: (416) 607-1200 Email: mahong@deloitte.ca</p> <p>Court-appointed Monitor</p>
AND TO:	<p>DENTONS CANADA LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1</p> <p>Robert Kennedy Tel: (416) 367-6756 Email: robert.kennedy@dentons.com</p> <p>Michael Schafler Tel: (416) 863-4457 Email: michael.schafler@dentons.com</p> <p>Valerie Cross Tel: 1 (604) 648-654 Email: valerie.cross@dentons.com</p> <p>Lawyers for the Court-appointed Monitor</p>

AND TO:	<p>BORDEN LADNER GERVAIS LLP Bay Adelaide Centre, East Tower 22 Adelaide Str. West, Suite 3400 Toronto, ON M5H 4E3</p> <p>Alex MacFarlane Tel: (416) 367-6305 Email: AMacFarlane@blg.com</p> <p>Lawyers for Bank of Montreal</p>
AND TO:	<p>CWB NATIONAL LEASING INC. 1525 Buffalo Place Winnipeg, MB R3T 1L9</p> <p>Emmanuel Tiku <i>Contract Administration Specialist</i> Tel: 1 (877) 211-4061 Fax: 1 (866) 689-8250 Email: debt enforcement@cwbnationalleasing.com</p> <p>PPSA registrant with respect to Eastern Meat Solutions Inc., Sierra Supply Chain Services Inc. and Sierra Custom Foods Inc.</p>
AND TO:	<p>GM FINANCIAL CANADA LEASING LTD. 2001 Sheppard Ave., Suite 600 Toronto, ON M2J 4Z8</p> <p>Email: cservice@gmfinancial.com CommercialLending@gmfinancial.com</p> <p>PPSA registrant with respect to Eastern Meat Solutions Inc.</p>
AND TO:	<p>CROWN CREDIT (CANADA) CORPORATION 210 Annagem Blvd. Mississauga, ON L5T 2V5</p> <p>Dan Fatigati <i>Director</i> Fax: (905) 795-9311 Email: dan.fatigati@crown.com</p> <p>PPSA registrant with respect to Eastern Meat Solutions Inc.</p>

AND TO:	GARFINKLE BIDERMAN LLP 1 Adelaide Street East, Suite 801 Toronto, Ontario M5C 2V9 Wendy Greenspoon-Soer Tel: (416) 869-1234 Email: wgreenspoon@garfinkle.com Lawyer for PNC Vendor Finance Corporation Canada
AND TO:	PNC VENDOR FINANCE CORPORATION CANADA 2-4145 North Service Road Burlington, ON L7L 6A3 Steve Adatia <i>SVP Equipment Finance, Canada Branch</i> Email: steve.adatia@pnc.com Nicola Luskey <i>Territory Manager</i> Email: nluskey@leaserv.com PPSA registrant with respect to Sierra Custom Foods Inc. and Sierra Supply Chain Services Inc.
AND TO:	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 Mainway, Unit 1 Burlington, ON L7L 5Z1 3450 Superior Court, Unit 1 Oakville, ON L6L 0C4 Maria M. Zawidzki <i>Senior Legal Counsel</i> Tel: (905) 901-6377 Fax: 1 (877) 500 5356 Email: mzawidzki@leasedirect.com PPSA registrant with respect to Sierra Custom Foods Inc. and Sierra Supply Chain Services Inc.

AND TO:	<p>LINDE CANADA INC. 1 City Centre Drive Mississauga, ON L5B 1M2</p> <p>500-5015 Spectrum Way Mississauga, ON L4W 0W4</p> <p>Sophie Traub <i>Associate Director - Legal</i> Tel: (905) 803 1715 Fax: (905) 803 1716 Email: sophie.traub@linde.com</p> <p>PPSA registrant with respect to Sierra Custom Foods Inc.</p>
AND TO:	<p>TIP FLEET SERVICES CANADA LTD. 1880 Britannia Road East Mississauga, ON L4W 1J3</p> <p>Accounts Receivable Tel: (905) 670-7077 Email: ca-ar@tip-group.com</p> <p>PPSA registrant with respect to Sierra Custom Foods Inc.</p>
AND TO:	<p>YALE INDUSTRIAL TRUCKS INC. 340 Hanlan Road Woodbridge, ON L4L 3P6</p> <p>Tel: (905) 851-6620 Fax: (905) 851-6866 Email: info@yaleforklifts.com</p> <p>PPSA registrant with respect to Sierra Custom Foods Inc.</p>

AND TO:	<p>RCAP LEASING INC. 5575 North Service Rd., Suite 300 Burlington, ON L7L 6M1</p> <p>Email: rcap.collections@rcapleasing.com csc@rcapleasing.com</p> <p>Fax: (905) 639-1363</p> <p>PPSA registrant with respect to Sierra Supply Chain Services Inc.</p>
AND TO:	<p>FOOD BANKS CANADA 22 High Street Hamilton, ON L8T 3Z3</p> <p>2680 Matheson Blvd. East Suite 102 Mississauga, ON L4W 0A5</p> <p>Fax: (905) 602-5614 Email: info@foodbankscanada.ca</p> <p>PPSA registrant with respect to Sierra Supply Chain Services Inc.</p>
AND TO:	<p>STEIN MONAST L.L.P. ATTORNEYS Édifice Stein Monast 70, rue Dalhousie, bureau 300 Québec, QC G1K 4B2</p> <p>Caroline Tardif Tel: 1 (418) 640-4458 Fax: 1 (418) 523-5391 Email: Caroline.Tardif@steinmonast.ca</p> <p>Marianne Lamontagne Email: marianne.lamontagne@steinmonast.ca</p> <p>Lawyers for Exceldor Cooperative West and Exceldor Cooperative</p>

AND TO:	MINISTER OF FINANCE INSOLVENCY UNIT 6th Floor, 33 King Street West Oshawa, ON L1H 8H5 Insolvency Unit Email: insolvency.unit@ontario.ca
AND TO:	DEPARTMENT OF JUSTICE Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Tel.: 613-795-9021 Fozia Chaudary Email: Fozia.Chaudary@justice.gc.ca Edward Park Email: Edward.Park@justice.gc.ca Meggie Johnson Email: Meggie.Johnson@justice.gc.ca Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	CANADA REVENUE AGENCY 1 Front Street West Toronto, ON M5J 2X6 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	OLYMEL S.E.C/L.P. 1580 rue Eifel Boucherville, QC J4B 5Y1 Franck Rarivoson Email: FranckRarivoson@OLYMEL.com
AND TO:	ALLIANZ TRADE CANADA 1155 boul. René-Lévesque Ouest, Suite 2810 Montreal, QC H3B 2L2 Sophie Normandin Email: Sophie.normandin@amer.allianz-trade.com

AND TO:	WHOLESTONE FARMS 900 S Platte Ave. Fremont, NE 68025 Danny Connerly Email: Dlconnerly@wholestonefarms.com
AND TO:	SEABOARD FOODS 9000 W. 67th Street Suite 200 Merriam, KS 66202 Clay Williams Email: Clay.Williams@seaboardfoods.com
AND TO:	KOCH FOODS OF GAINESVILLE, LLC 329 Oak St. Ste 001 Gainesville, GA 30501 Chelsea Kuhl Email: Chelsea.Kuhl@kochfoods.com
AND TO:	MCMILLAN LLP Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 Mitch Koczerginski Email: Mitch.Koczerginski@mcmillan.ca
AND TO:	DEPARTMENT OF JUSTICE CANADA Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Fozia Chaudary Email: Fozia.Chaudary@justice.gc.ca Edward Park Email: Edward.Park@justice.gc.ca

AND TO:	TYSON FOODS, INC. 220 W. Don Tyson Parkway Springdale, AR 72762 KATHERINE CLEMENTS Email: Katherine.clements@tyson.com
AND TO:	WITTEN LLP Suite 2500, Canadian Western Bank Place 10303 Jasper Avenue Edmonton, AB T5J 2N6 Bren Cargill Email: bcargill@wittenlaw.com Tel: 1 (780) 701-3776 Ada Tang Email: atang@wittenlaw.com Lawyers for Sierra Winds Business Park Inc.
AND TO:	TOTAL QUALITY LOGISTICS, LLC 4289 Ivy Pointe Blvd Cincinnati, OH 45245 Joseph B. Wells Email: JWells@tql.com Tel: 513-495-6193
AND TO:	INDUSTRIAL REFRIGERATION LTD. 139 Roncesvalles Ave, Unit 2 Toronto, ON M6R 2L2 Stephen Baker Email: Stephen@gaenns.com Tel: 647-643-4110

AND TO:	NIAGARA PALLET 2906 South Grimsby Road 8 Smithville, ON L0R 2A0 Fred Vrugteveen Email: Fred@niagarapallet.ca Tel: 905-386-7543 ext. 222
AND TO	RAAB LOGISTICS INC. 1108 – 250 Consumers Road #823 North York, ON M2J 4V6 Anthony Esew Email: Anthonye@raablogistics.com Tel: 905-565-0026 ext. 221
AND TO	DLA PIPER (CANADA) LLP 1 First Canadian Place, Suite 6000 100 King Street West Toronto, ON M5X 1E2 BRUCE DARLINTON Email: bruce.darlington@ca.dlapiper.com Tel: 416-365-3529 Counsel to the Purchaser of Sierra Custom Foods Inc.

Email Service List

robert.kennedy@dentons.com; michael.schafler@dentons.com; valerie.cross@dentons.com;
rkennedy@tgf.ca; djmiller@tgf.ca; adriedger@tgf.ca; ssrikaruna@tgf.ca; jsleeth@deloitte.ca;
tambachtsheer@deloitte.ca; mahong@deloitte.ca; AMacFarlane@blg.com;
debt enforcement@cwbnationalleasing.com; cservice@gmfinancial.com; dan.fatigati@crown.com;
CommercialLending@gmfinancial.com; steve.adata@pnc.com; nluskey@leaserv.com;
mzawidzki@leasedirect.com; sophie.traub@linde.com; ca-ar@tip-group.com; info@yaleforklifts.com;
rcap.collections@rcapleasing.com; csc@rcapleasing.com; info@foodbankscanada.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; FranckRarivoson@OLYMEL.com;
insolvency.unit@ontario.ca; Fozia.Chaudary@justice.gc.ca; Edward.Park@justice.gc.ca;
Meggie.Johnson@justice.gc.ca; Caroline.Tardif@steinmonast.ca;
marianne.lamontagne@steinmonast.ca; wgreenspoon@garfinkle.com; Sophie.normandin@amer.allianz-trade.com;
Dlconnerly@wholestonefarms.com; Clay.Williams@seaboardfoods.com;
Chelsea.Kuhl@kochfoods.com; Mitch.Koczerginski@mcmillan.ca; Fozia.Chaudary@justice.gc.ca;
Edward.Park@justice.gc.ca; Katherine.clements@tyson.com; bcargill@wittenlaw.com;
atang@wittenlaw.com; JWells@tql.com; Stephen@gaenns.com; Fred@niagarapallet.ca;
Anthonye@raablogistics.com; bruce.darlington@ca.dlapiper.com

Tab 1

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

**NOTICE OF MOTION
(Stay Extension, KERP, DIP Amendment, and Fee Approval)
(Returnable September 25, 2024 at 10:00 a.m.)**

The Applicants will make a motion before the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on September 25, 2024, at 10:00 a.m. (ET), or as soon after that time as the motion may be heard by videoconference at Toronto, Ontario. The videoconference details will be provided by the Court.

PROPOSED METHOD OF HEARING: The Motion is to be heard

- ☐ 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.

THE MOTION IS FOR

1. An Order substantially in the form attached hereto as Tab 3 of this Motion Record¹
 - (a) an order (the “**Approval and Vesting Order**”) approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement between Sierra Foods, as vendor, and 1001000161 Ontario Limited (the “**Purchaser**”), as purchaser, dated September 19, 2024 (the “**APA**”) and vesting in the Purchaser all of the right, title, and interest of Sierra Foods in and to the Purchased Assets (as defined in the APA);
 - (a) approving the proposed key employee retention plan for certain employees of the Applicants (the “**KERP**”) and granting a related KERP charge on the Property in the maximum aggregate amount of \$285,600 (“**KERP Charge**”);
 - (b) extending the Stay Period until and including January 31, 2025;
 - (c) authorizing the Applicants to execute the DIP Amendment (as defined and described below);
 - (d) approving the Pre-Filing Report of the Monitor dated May 21, 2024, the First Report of the Monitor dated May 30, 2024, and the Second Report, to be filed (the “**Second Report**” and collectively, the “**Monitor’s Reports**”), and the conduct and activities of the Monitor described therein;

¹ All capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Affidavit of Robert Vanden Broek sworn September 19, 2024.

- (e) approving the fees and disbursements of the Monitor and its counsel for the period from May 5, 2024 to August 31, 2024, as set out in the Second Report.
 - (f) an order approving certain distributions to BMO in its capacity as DIP Lender and senior secured creditor; and
 - (g) an order that, pursuant to subsection 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1 (“**WEPPA**”), the Applicants meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPP Regulations**”) and the Applicants’ former employees are individuals to whom the WEPPA applies;
2. Such further and other relief as this Honourable Court may deem just and equitable.

THE GROUNDS FOR THE MOTION ARE:

Background and Activities Since the Initial Order

3. The Applicants have three distinct business lines, each of which is carried out by a separate entity within the corporate group: (i) a meat trading and market services business, which is conducted by Eastern Meat (the “**Trading Business**”); (ii) a food processing business, which is conducted by Sierra Foods (the “**Processing Business**”); and (iii) a cold storage and transportation business, which is conducted by Sierra Services (the “**Cold Storage Business**”).
4. On May 21, 2024, this Honourable Court granted the Applicants protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the “**CCAA**”) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Initial Order**”).

5. On May 31, 2024, at the Comeback Hearing, the Court granted an Amended and Restated Initial Order (the “**ARIO**”).
6. On May 31, 2024, the Court also granted an order (the “**SISP Approval Order**”) which, among other things, approved a sale and investment solicitation process in respect of the business and/or the assets of Sierra Foods (the “**SISP**”).
7. Since the granting of the ARIO and the SISP Approval Order, the Applicants have continued to act in good faith and with due diligence to, among other things:
 - (a) wind down the Trading Business with the assistance of the Monitor;
 - (b) continue to operate the Processing Business and the Cold Storage Business in the ordinary course with the assistance of the Monitor;
 - (c) with the assistance of the Monitor, communicate with employees, customers, suppliers, and other key stakeholders (including BMO in its capacity as DIP Lender and senior secured creditor of the Applicants);
 - (d) assist the Monitor in carrying out the SISP in accordance with the terms of the SISP Order and in consultation with the DIP Lender;
 - (e) develop a KERP to maintain certain key employees and going concern value during the SISP;
 - (f) negotiate and finalize a settlement agreement with a former shareholder and employee of Eastern Meat; and
 - (g) take preliminary steps in conjunction with the Purchaser and the Monitor to prepare for the closing of the Transaction.

The SISP and the Proposed Transaction

8. Since the SISP Approval Order being granted by the court, the Monitor and the Applicants have carried out the SISP in accordance with the SISP Approval Order and in consultation with the DIP Lender.
9. The SISP is now complete, and the Purchaser was selected as the Successful Bidder. The SISP has culminated in Sierra Foods entering into the APA with the Purchaser. The Monitor and the DIP Lender each support the Transaction contemplated by the APA. A summary of the SISP and the material terms of the APA is set out below.

(i) Summary of the SISP

10. The following table contains a summary of the three stages of the SISP and more detailed information regarding the solicitation efforts of the Monitor and the Applicants is set out below:²

Stage	Description	Deadline
Preparation	The due diligence process began with the collection of all relevant information related to the Processing Business. The setup of a virtual due diligence data room, referred to as the “Data Room,” followed. Known Potential Bidders were identified, and a non-confidential teaser letter (the “ Teaser ”) and a template non-disclosure agreement (“ NDA ”) were prepared and distributed to Known Potential Bidders.	The initial preparation stage of the SISP was completed in accordance with the SISP Approval Order by June 10, 2024.

² All capitalized terms not expressly defined in this section are defined, and have the meanings set forth, in the SISP Approval Order, a copy of which is publicly available on the Monitor’s Website [here](#).

Stage	Description	Deadline
Phase 1	<p>Phase 1 Qualified Bidders were granted access to the Data Room. Non-binding Letters of Intent (each, an “LOI”) were required by the Phase 1 Bid Deadline. Each LOI needed to specify whether it was a Sale Proposal, Investment Proposal, or Hybrid Proposal and must have included the information required by the SISP.</p> <p>The Monitor and the Applicants, in consultation with the DIP Lender, evaluated the LOIs based on the criteria outlined in the SISP to determine whether an LOI was a Qualified LOI.</p> <p>Qualified Bidders from Phase 1, as designated by the Monitor and Applicants, in consultation with the DIP Lender, were invited to participate in Phase 2 of the SISP.</p>	<p>The Phase 1 Bid Deadline was 5:00 p.m. (ET) on July 16, 2024.</p>
Phase 2	<p>The Phase 2 Bid Process Letter was sent to all Phase 2 Qualified Bidders, and a template Asset Purchase Agreement was posted in the Data Room. Phase 2 Qualified Bidders received additional detailed due diligence materials as deemed appropriate by the Monitor and Applicants.</p> <p>Final Bids were due by the Phase 2 Bid Deadline and needed to specify whether they were Sale, Investment, or Hybrid Proposals, and include all other information required under the SISP.</p> <p>The Monitor and Applicants, in consultation with the DIP Lender, assessed all Final Bids to determine whether they were Qualified Bids.</p> <p>The Monitor and Applicants, in consultation with the DIP Lender, selected the the Qualified Bid submitted by the Purchaser as the Successful Bid. The Transaction is subject to Court approval.</p>	<p>The Phase 2 Bid Deadline was 5:00 p.m. (ET) on August 15, 2024.</p> <p>The Sale Approval Motion deadline is September 30, 2024.</p> <p>Closing is required to take place forthwith upon obtaining Court approval of the Transaction.</p>

11. The Monitor and the Applicants undertook a thorough identification process for potential bidders. 59 Known Potential Bidders were identified through this process. A Teaser Letter and NDA were sent to each party on this list. Following this initial outreach, 16 parties

executed an NDA and were granted access to the Data Room (the “**Phase 1 Qualified Bidders**”). This process ensured that the opportunity was communicated widely and effectively, drawing interest from a diverse range of potential investors and stakeholders.

12. The Monitor and the Applicants received LOIs from a number of Phase 1 Qualified Bidders prior to the Phase 1 Bid Deadline.
13. Following the Phase 1 Bid Deadline, the Monitor and the Applicants, in consultation with the DIP Lender, assessed the Qualified LOIs which resulted in a number of Phase 1 Qualified Bidders to participate as Phase 2 Qualified Bidders.
14. During Phase 2 of the SISP, Phase 2 Qualified Bidders were provided with an opportunity to conduct further due diligence in respect of the Opportunity.
15. The Phase 2 Bid Deadline was originally 5:00 p.m. on August 13, 2024. However, in accordance with paragraph 43 of the SISP, on August 9, 2024, the Monitor and the Applicants extended the Phase 2 Bid Deadline by two (2) days until 5:00 p.m. on August 15, 2024 (the “**Phase 2 Bid Deadline**”). The Applicants provided the Service List with notice of this two-day extension, as required under paragraph 43 of the SISP.
16. Following the Phase 2 Bid Deadline, the Applicants and the Monitor assessed the Final Bids in consultation with the DIP Lender. The Monitor and the Applicants, in consultation with the DIP Lender, ultimately selected the Purchaser as the Successful Bidder.
17. The Qualified Bid submitted by the Purchaser, which culminated in the APA, represents the highest and best bid submitted in the SISP and will maximize value for the stakeholders of Sierra Foods.

The APA & Proposed Transaction

18. Having identified the Purchaser as the Successful Bidder, the Applicants, in consultation with the Monitor and the DIP Lender, negotiated and finalized the terms of the APA with the Purchaser and its counsel. The APA contemplates the sale of substantially all of the assets of Sierra Foods to the Purchaser and the assumption by the Purchaser of certain related liabilities. The Applicants are seeking a limited sealing order in respect of the economic terms of the APA until the closing of the Transaction.
19. Sierra Foods is of the view that the Transaction provides the best possible outcome for its stakeholders in the circumstances given that, the APA represents the highest and best offer received in the SISP and the Monitor and the DIP Lender support the APA and the Transaction.

KERP and KERP Charge Approval

20. During the initial phase of the restructuring, it became apparent to the Applicants that there was a significant risk that certain key employees (the “**Key Employees**”) may resign and seek new employment during this pivotal period of the restructuring.
21. The Applicants, in consultation with the Monitor and the DIP Lender, determined that a KERP was required to incentivize the Key Employees to remain as employees of the Applicants during the SISP and the CCAA Proceeding.
22. The KERP provides that 26 Key Employees will receive retention bonuses in the aggregate amount of \$285,600. The KERP payment to each Key Employee, which shall be structured as a single lump sum payment, will be made upon the closing of the Transaction.

23. The retention of the Key Employees and their ongoing commitment to the Applicants is essential to maximizing value for stakeholders.
24. It is anticipated that each KERP payment will be funded out of the Applicants' cash flow on or shortly following the Closing Date. However, to ensure that the Key Employees receive reasonable assurances that their entitlements under the KERP are secure given the Applicants' insolvency, the Applicants seek Court approval of a charge to secure such payments in the aggregate amount of \$285,600 (the "**KERP Charge**").
25. It is proposed that the KERP Charge will rank subordinate to the Administration Charge, the DIP Lender's Charge, the Directors' Charge, the BMO Security, and the Intercompany Charges, but in priority to all other security interests, trusts, liens, charges, and encumbrances upon the Applicants' property.

Stay Extension

26. The ARIO granted a stay of proceedings until September 30, 2024.
27. Applicants request an extension of the Stay Period up to and including January 31, 2025.
28. The stay extension is necessary and appropriate in the circumstances to allow for the continued operation of the Applicants' business. It will also enable the Applicants, with the assistance of the Monitor, to close the Proposed Transaction and consider various restructuring options in respect of the Cold Storage Business and the manner in which the claims of creditors may be addressed.
29. The Monitor is supportive of the proposed extension of the Stay Period.

The Approval of Monitor's Reports & Activities

30. The Applicants seek approval of the Monitor's Reports and the activities and conduct of the Monitor as set out therein. The Applicants also seek approval of the fees and disbursements of the Monitor and its counsel for the period from May 5, 2024, to August 31, 2024, as set out in the Second Report.
31. The factual basis for the approval of the Monitor's Reports and the fees and disbursements of the Monitor and its counsel will be set out in the Second Report. The Applicants support the relief sought.

BMO Distributions

32. As described in detail in my Initial Affidavit, BMO is the senior secured creditor of certain of the Applicants and is the DIP Lender in this proceeding.
33. The Applicants seek approval to make distributions from the proceeds of the Property, with the consent of the Monitor, in repayment (whether in whole or in part) of the obligations owing to: (i) BMO in its capacity as DIP Lender under the DIP Credit Agreement; and (ii) BMO under the BMO Credit Agreement or the BMO Guarantees, as applicable, in each case, up to the total amount of the obligations owing by the applicable Applicants thereunder (collectively, the "**BMO Distributions**").
34. Additional detail surrounding the proposed BMO Distributions, including a security review in respect of the BMO Security prepared by the Monitor's independent counsel, will be provided in the Second Report.

35. The BMO Distributions are in the best interests of the Applicants and their stakeholders and will, among other things, significantly reduce the total obligations of the Applicants and the interest payable by the Applicants on a monthly basis.

DIP Amendment

36. The DIP Credit Agreement currently provides for a maturity date of September 30, 2024, which aligned with the original stay extension granted pursuant to the ARIO.
37. The Applicants require an amendment to the DIP Credit Agreement to extend the maturity date until January 31, 2025. This will align with the proposed extension to the Stay Period described above.
38. The Applicants and the DIP Lender are in the process of negotiating a potential amendment to the DIP Credit Agreement (the “**DIP Amendment**”). A further update regarding the DIP Amendment will be provided in the Second Report.

WEPPA

39. Some of the Applicants’ employees will either: (i) not be offered employment with the Purchaser pursuant to the Transaction and will have their employment be terminated by the Applicants; or (ii) otherwise be terminated as a result of the insolvency of the Applicants and/or restructuring steps taken by the Applicants in this proceeding. All such terminated employees will be paid their full wages and vacation pay, but not any amounts in respect of severance or termination pay.
40. The Applicants are seeking an order that the Applicants meet the criteria prescribed by section 3.2 of the WEPP Regulations. This relief would potentially enable the Applicants’

employees terminated during the CCAA proceeding, to receive benefits under the WEPPA.

The Monitor supports the relief sought.

Other Grounds

41. The provisions of the CCAA, including, without limitation, sections 2(1), 11, 11.02(2) and the inherent and equitable jurisdiction of this Honourable Court.
42. Rules 1.04, 2.01, 2.03, 3.02, 16, and 37 of the Rules of Civil Procedure, R.R.O. 1990, Reg. 194, as amended, and section 106 of the Courts of Justice Act, R.R.O. 1990 c. C.43, as amended.
43. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

44. The Affidavit of Robert Vanden Broek sworn September 19, 2024;
45. The Second Report of the Monitor, to be filed; and
46. Such further and other evidence as counsel may advise and this Honourable Court may permit.

September 19, 2024

Thorton Grout Finnigan LLP
3200-100 Wellington Street West
P.O. Box 329, West Tower, T-D Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for 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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No. CV-24-00720622-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(Stay Extension and Sale Approval,
Returnable September 25, 2024)

Thornton Grout Finnigan LLP
3200 – 100 Wellington Street West
TD West Tower, Toronto-Dominion Centre
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants

Tab 2

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

AFFIDAVIT OF ROBERT VANDEN BROEK

Table of Contents

A. Background and Activities Since the Initial Order	4
B. The SISP and the Proposed Transaction	6
C. KERP & KERP Charge Approval	14
D. Stay Extension	17
E. Approval of Monitor's Reports & Activities	18
F. BMO Distributions.....	18
G. DIP Extension	19
H. WEPPA	19

Court File No.: CV-24-00720622-00CL

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

**AFFIDAVIT OF ROBERT VANDEN BROEK
(sworn September 19, 2024)**

I, Robert Vanden Broek, of the City of Etobicoke, in the Province of Ontario, **MAKE
OATH AND SAY AS FOLLOWS:**

1. I am a director of Eastern Meat Solutions Inc. ("**Eastern Meat**"), Sierra Custom Foods Inc. ("**Sierra Foods**"), Sierra Supply Chain Services Inc. ("**Sierra Services**"), Sierra Realty Corporation ("**Sierra Realty**"), RVB Holdings Inc. ("**RVB Holdings**"), Vanden Broek Holdings (2008) Inc. ("**VBH**"), Sierra Realty Calgary Corporation ("**Sierra Calgary**"), and Eastern Meat Solutions (USA) Corp. ("**EMS US**" and collectively, the "**Applicants**").
2. I hold the title of Chief Executive Officer or President for each Applicant. I am actively involved in the day-to-day management and supervision of each of the Applicants' business. As such, I have personal knowledge of the matters deposed to herein, including the overall business and financial affairs of the Applicants. Where I have relied on other

sources for information, including the books and records of the Applicants, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have consulted with other members of senior management and the Applicants' legal and financial advisors. The Applicants do not waive, or intend to waive, any applicable privilege by any statement herein.

3. This is my third affidavit sworn and filed in this proceeding. All capitalized terms not expressly defined herein are defined, and have the meanings set forth, in my affidavit sworn on May 21, 2024 (the "**Initial Affidavit**") in support of the application for the Initial Order. All references to monetary amounts in this affidavit are in Canadian dollars unless otherwise stated.
4. This affidavit is sworn in support of the Applicants' motion returnable before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on September 25, 2024, in which the Applicants seek, among other things, the following relief:
 - (a) an order (the "**Approval and Vesting Order**") approving the sale transaction (the "**Transaction**") contemplated by the asset purchase agreement between Sierra Foods, as vendor, and 1001000161 Ontario Limited (the "**Purchaser**"), as purchaser, dated September 19, 2024 (the "**APA**") and vesting in the Purchaser all of the right, title, and interest of Sierra Foods in and to the Purchased Assets (as defined in the APA);
 - (b) an order approving the proposed key employee retention plan for certain employees of the Applicants (the "**KERP**") and granting a related KERP charge on the Property in the maximum aggregate amount of \$285,600 ("**KERP Charge**");

- (c) an order extending the Stay Period until and including January 31, 2025;
- (d) an order authorizing the Applicants to execute the DIP Amendment (as defined and described below), which will extend the maturity date under the DIP Credit Agreement until and including January 31, 2025 and authorize the KERP Charge;
- (e) an order approving the Pre-Filing Report of the Monitor dated May 21, 2024, the First Report of the Monitor dated May 30, 2024, and the Second Report, to be filed (the “**Second Report**” and collectively, the “**Monitor’s Reports**”), and the conduct and activities of the Monitor described therein;
- (f) an order approving the fees and disbursements of the Monitor and its counsel for the period from May 5, 2024, to August 31, 2024, as set out in the Second Report;
- (g) an order approving certain distributions to BMO in its capacity as DIP Lender and senior secured creditor;
- (h) an order that, pursuant to subsection 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act* (Canada), SC 2005, c 47, s 1 (“**WEPPA**”), the Applicants meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the “**WEPP Regulations**”) and the Applicants’ former employees are individuals to whom the WEPPA applies; and
- (i) such further and other relief as this Honourable Court deems just.

A. Background and Activities Since the Initial Order

- 5. The Applicants are a group of privately held companies that are in the business of procuring and distributing meat products and food processing services as well as cold storage and supply chain solutions for the food industry.

6. The Applicants have three distinct business lines, each of which is carried out by a separate entity within the corporate group: (i) a meat trading and market services business, which is conducted by Eastern Meat (the “**Trading Business**”); (ii) a food processing business, which is conducted by Sierra Foods (the “**Processing Business**”); and (iii) a cold storage and transportation business, which is conducted by Sierra Services (the “**Cold Storage Business**”).
7. On May 21, 2024, the Applicants were granted protection under the CCAA pursuant to the Initial Order of the Honourable Justice Penny.
8. On May 31, 2024, at the Comeback Hearing, the Court granted an Amended and Restated Initial Order (the “**ARIO**”).
9. On May 31, 2024, the Court also granted an order (the “**SISP Approval Order**”) which, among other things, approved a sale and investment solicitation process in respect of the business and/or the assets of Sierra Foods (the “**SISP**”).
10. Since the granting of the ARIO and the SISP Approval Order, the Applicants have continued to act in good faith and with due diligence to, among other things:
 - (a) wind down the Trading Business with the assistance of the Monitor;
 - (b) continue to operate the Processing Business and the Cold Storage Business in the ordinary course with the assistance of the Monitor;
 - (c) with the assistance of the Monitor, communicate with employees, customers, suppliers, and other key stakeholders (including BMO in its capacity as DIP Lender and senior secured creditor of the Applicants);

- (d) assist the Monitor in carrying out the SISP in accordance with the terms of the SISP Order and in consultation with the DIP Lender;
- (e) develop a KERP to maintain certain key employees and going concern value during the SISP;
- (f) negotiate and finalize a settlement agreement with a former shareholder and employee of Eastern Meat; and
- (g) take preliminary steps in conjunction with the Purchaser and the Monitor to prepare for the closing of the Transaction.

B. The SISP and the Proposed Transaction

11. The SISP is described in detail in my second affidavit sworn May 28, 2024, in support of the ARIIO and the SISP Approval Order. Since the last update provided in my second affidavit, the Monitor and the Applicants have carried out the SISP in accordance with the SISP Approval Order and in consultation with the DIP Lender.
12. The SISP is now complete, and the Purchaser was selected as the Successful Bidder. The SISP has culminated in Sierra Foods entering into the APA with the Purchaser. The Monitor and the DIP Lender each support the Transaction contemplated by the APA. A summary of the SISP and the material terms of the APA is set out below.

(i) ***Summary of the SISP***

13. The following table contains a summary of the three stages of the SISP and more detailed information regarding the solicitation efforts of the Monitor and the Applicants is set out below:¹

Stage	Description	Deadline
Preparation	The due diligence process began with the collection of all relevant information related to the Processing Business. The setup of a virtual due diligence data room, referred to as the “Data Room,” followed. Known Potential Bidders were identified, and a non-confidential teaser letter (the “ Teaser ”) and a template non-disclosure agreement (“ NDA ”) were prepared and distributed to Known Potential Bidders.	The initial preparation stage of the SISP was completed in accordance with the SISP Approval Order by June 10, 2024.
Phase 1	<p>Phase 1 Qualified Bidders were granted access to the Data Room. Non-binding Letters of Intent (each, an “LOI”) were required by the Phase 1 Bid Deadline. Each LOI needed to specify whether it was a Sale Proposal, Investment Proposal, or Hybrid Proposal and must have included the information required by the SISP.</p> <p>The Monitor and the Applicants, in consultation with the DIP Lender, evaluated the LOIs based on the criteria outlined in the SISP to determine whether an LOI was a Qualified LOI.</p> <p>Qualified Bidders from Phase 1, as designated by the Monitor and Applicants, in consultation with the DIP Lender, were invited to participate in Phase 2 of the SISP.</p>	The Phase 1 Bid Deadline was 5:00 p.m. (ET) on July 16, 2024.

¹ All capitalized terms not expressly defined in this section are defined, and have the meanings set forth, in the SISP Approval Order, a copy of which is publicly available on the Monitor’s Website [here](#).

Stage	Description	Deadline
Phase 2	<p>The Phase 2 Bid Process Letter was sent to all Phase 2 Qualified Bidders, and a template Asset Purchase Agreement was posted in the Data Room. Phase 2 Qualified Bidders received additional detailed due diligence materials as deemed appropriate by the Monitor and Applicants.</p> <p>Final Bids were due by the Phase 2 Bid Deadline and needed to specify whether they were Sale, Investment, or Hybrid Proposals, and include all other information required under the SISP.</p> <p>The Monitor and Applicants, in consultation with the DIP Lender, assessed all Final Bids to determine whether they were Qualified Bids.</p> <p>The Monitor and Applicants, in consultation with the DIP Lender, selected the the Qualified Bid submitted by the Purchaser as the Successful Bid. The Transaction is subject to Court approval.</p>	<p>The Phase 2 Bid Deadline was 5:00 p.m. (ET) on August 15, 2024.</p> <p>The Sale Approval Motion deadline is September 30, 2024.</p> <p>Closing is required to take place forthwith upon obtaining Court approval of the Transaction.</p>

14. In accordance with the SISP, the following efforts were made to solicit interest in the Opportunity:

- (a) Known Potential Bidders were identified by preparing a list of potential bidders, including, among others:
 - (i) parties that approached Sierra Foods and/or the Monitor indicating an interest in the Opportunity;
 - (ii) strategic parties whom Sierra Foods or the Monitor believed may be interested in purchasing all or part of the Business and Assets, or investing in Sierra Foods, pursuant to the SISP; and
 - (iii) any party suggested by a stakeholder of the Applicants that the Monitor or the Applicants reasonably determined may be interested in the Opportunity;

- (b) the Monitor, with the assistance of the Applicants and in consultation with the DIP Lender, prepared:
 - (i) the Teaser Letter, which described the Opportunity, outlined the terms of the SISP and invited recipients to participate in the SISP; and
 - (ii) the NDA.
- 15. The Monitor and the Applicants undertook a thorough identification process for potential bidders, leveraging the Monitor's extensive database of prospective parties, which includes a broad spectrum of financial and strategic entities. 59 Known Potential Bidders were identified through this process. A Teaser Letter and NDA were sent to each party on this list. Following this initial outreach, 16 parties executed an NDA and were granted access to the Data Room (the "**Phase 1 Qualified Bidders**"). This process ensured that the opportunity was communicated widely and effectively, drawing interest from a diverse range of potential investors and stakeholders.
- 16. The Monitor and the Applicants received LOIs from a number of Phase 1 Qualified Bidders prior to the Phase 1 Bid Deadline.
- 17. Following the Phase 1 Bid Deadline, the Monitor and the Applicants, in consultation with the DIP Lender, assessed the Qualified LOIs to determine which Phase 1 Qualified Bidders would be invited to participate in Phase 2. A number of Phase 1 Qualified Bidders were invited to participate in Phase 2 and therefore became Phase 2 Qualified Bidders.
- 18. In accordance with the SISP Approval Order, the Monitor and the Applicants, in consultation with the DIP Lender, prepared and distributed a bid process letter that

established the procedures and specific deadlines under Phase 2 (the “**Bid Process Letter**”). The Bid Process Letter was distributed to all Phase 2 Qualified Bidders by the Monitor. Among other things, the Bid Process Letter established the Phase 2 Bid Deadline (as defined below) and outlined certain Phase 2 qualification criteria. A copy of the Bid Process Letter is attached as **Exhibit “A”**.

19. During Phase 2 of the SISP, Phase 2 Qualified Bidders were provided with an opportunity to conduct further due diligence in respect of the Opportunity. Among other things, Phase 2 Qualified Bidders were provided with additional information regarding the assets and operations of the Applicants, continued access to the Data Room, virtual meetings with management and virtual tours of each of the facilities.
20. As set out in the Bid Process Letter, the Phase 2 Bid Deadline was originally 5:00 p.m. on August 13, 2024. However, in accordance with paragraph 43 of the SISP, on August 9, 2024, the Monitor and the Applicants extended the Phase 2 Bid Deadline by two (2) days until 5:00 p.m. on August 15, 2024 (the “**Phase 2 Bid Deadline**”). The Applicants provided the Service List with notice of this two-day extension, as required under paragraph 43 of the SISP. A copy of the email sent by counsel for the Applicants to the Service List providing notice of the two-day extension is attached hereto as **Exhibit “B”**.
21. Following the Phase 2 Bid Deadline, the Applicants and the Monitor assessed the Final Bids in consultation with the DIP Lender. The Monitor and the Applicants, in consultation with the DIP Lender, ultimately selected the Purchaser as the Successful Bidder.

22. The Qualified Bid submitted by the Purchaser, which culminated in the APA, represents the highest and best bid submitted in the SISP and will maximize value for the stakeholders of Sierra Foods.

(ii) *The APA & Proposed Transaction*

23. Having identified the Purchaser as the Successful Bidder, the Applicants, in consultation with the Monitor and the DIP Lender, negotiated and finalized the terms of the APA with the Purchaser and its counsel. The APA contemplates the sale of substantially all of the assets of Sierra Foods to the Purchaser and the assumption by the Purchaser of certain related liabilities. A redacted copy of the APA is attached hereto as **Exhibit “C”**. An unredacted copy of the APA (the “**Unredacted APA**”) is attached hereto as **Confidential Exhibit “A”**. For the reasons described below, the Applicants are seeking a limited sealing order in respect of the economic terms of the APA until the closing of the Transaction.
24. Some of the key terms of the APA are as follows:

Term	Details
Purchase Price	The Purchase Price is comprised of a cash payment on closing, which is subject to certain adjustments, and the assumption of certain assumed liabilities.
Structure	The structure of the Transaction is an asset sale transaction to be completed pursuant to an Approval and Vesting Order.
Deposit	10% of the unadjusted cash component of the Purchase Price, which was provided to the Monitor by the Purchaser on August 28, 2024.
Purchased Assets	The Purchased Assets comprise substantially all of the assets of Sierra Foods that are used in connection with the Processing Business and are described in greater detail at Schedule “A” of the APA. Certain Purchased Assets used in connection with the business of Sierra Foods, are held by the Applicants,

Term	Details
	excluding Sierra Foods itself. These assets will be delivered to the Purchaser on Closing, subject to the granting of the Approval and Vesting Order.
Assumed Liabilities	The Purchaser will assume certain liabilities specified in the APA, including all liabilities related to the Purchased Assets from the Closing Date onwards.
Employees	The Purchaser will offer employment to certain of Sierra Foods' employees on similar terms in the aggregate as the existing terms between such employees and Sierra Foods. The Purchaser will assume all employee obligations from and after Closing for those employees who accept the Purchaser's offer but will not be responsible for those who decline. Major shareholders and senior management are expected to sign standard non-compete agreements.
Outside Date	October 18, 2024
Conditions to Closing	In addition to obtaining Court approval, certain key conditions include: (i) Purchaser shall have obtained all Government Authorizations necessary to operate the Processing Business; (ii) the Key Employees shall have accepted the Purchaser's offer of employment; (iii) Purchaser shall have obtained an assignment of lease in respect of the leased premises located in Brampton, Ontario; (iv) Purchaser shall have obtained all consents required for the assignment of the Contracts Requiring Consent; and (v) Sierra Foods shall have facilitated introductory meetings with its top four customers and suppliers, and such customers and suppliers shall not have indicated an intention to discontinue their relationship with the Processing Business upon Closing.
Termination	The APA may be terminated by: (i) mutual agreement of the Parties; (ii) by either Party if the conditions in that party's favour are not satisfied or waived; or (iii) by either Party if Closing does not occur by October 18, 2024.

25. The APA is the product of the extensive efforts of the Monitor and the Applicants to solicit interest in Sierra Foods in accordance with the SISP. The Applicants are of the view that the Transaction contemplated by the APA will maximize value for Sierra Foods' stakeholders.

26. Sierra Foods is of the view that the Transaction provides the best possible outcome for its stakeholders in the circumstances given that, among other things:
- (a) the APA is the product of a Court-approved SISP that was carried out by the Monitor and the Applicants in accordance with the terms of the SISP and in consultation with the DIP Lender;
 - (b) the APA represents the highest and best offer received in the SISP;
 - (c) the Monitor and the DIP Lender support the APA and the Transaction; and
 - (d) the Transaction will preserve jobs for certain employees of Sierra Foods and will preserve value for customers, suppliers, and various other parties within the broader economic community in which Sierra Foods operates.

(iii) Sealing of APA

27. The Applicants seek a limited sealing order in respect of the economic terms of the APA until the closing of the Transaction and also seek a sealing order in respect of the names and titles of each individual employee listed in Schedule “F” to the APA.
28. Disclosure of the economic terms of the APA may prejudice recoveries for the stakeholders of Sierra Foods in the event that the Transaction does not close given that such disclosure would effectively create a “price ceiling” on the amount that any other party would be prepared to pay for the Purchased Assets under the APA. Disclosure of the names and titles of each individual employee is unnecessary and would undermine the reasonable expectation of privacy of such employees.

C. KERP & KERP Charge Approval

29. During the initial phase of the restructuring, it became apparent to the Applicants that there was a significant risk that certain key employees (the “**Key Employees**”) may resign and seek new employment during this pivotal period of the restructuring. Many of the Key Employees perform functions that are critical to the ongoing operations of the Applicants. As such, their departure may have negatively impacted the value obtained during the SISP and the Applicants’ restructuring efforts generally.
30. The Applicants, in consultation with the Monitor and the DIP Lender, determined that a KERP was required to incentivize the Key Employees to remain as employees of the Applicants during the SISP and the CCAA Proceeding.
31. The KERP provides that 26 Key Employees will receive retention bonuses in the aggregate amount of \$285,600. The KERP payment to each Key Employee, which shall be structured as a single lump sum payment, will be made upon the closing of the Transaction.
32. The Applicants delivered letters to each Key Employee on August 9, 2024 (each, a “**KERP Letter**”). The KERP Letters outlined the terms of the KERP and the amount that each Key Employee was eligible to receive under the KERP. Although the KERP Letters were delivered by the Applicants on August 9, 2024, the Applicants expressly stated in each KERP Letter that the KERP is subject in all respects to Court approval and that no KERP payments would be made without Court approval. A copy of the template KERP Letter is attached hereto as **Exhibit “D”**.
33. As set out in each KERP Letter, the key terms of the KERP are as follows:

- (a) each Key Employee is entitled to a single lump sum payment in a specified amount upon the closing of the Transaction. The aggregate of all KERP payments is \$285,600;
 - (b) each KERP payment is subject to Court approval and the successful closing of the Transaction;
 - (c) in order to be eligible for a KERP payment, each Key Employee must remain employed with the Applicants on the Closing Date unless terminated without cause prior to the Closing Date;
 - (d) the KERP payment is subject to all applicable withholding taxes and deductions; and
 - (e) the KERP is in addition to (not in lieu of) any other payments or benefits to which the Key Employees are entitled under their applicable employment agreements.
34. The retention of the Key Employees and their ongoing commitment to the Applicants is essential to maximizing value for stakeholders. In particular, the Applicants are of the view that:
- (a) the Key Employees provide the critical operational support required to maintain Sierra Foods' licenses under the *Safe Food for Canadians Act*. Maintaining such licenses is necessary for the closing of the Transaction;
 - (b) none of the Key Employees could be readily or easily replaced internally and the process to find appropriately qualified replacements for the Key Employees externally would be lengthy, difficult, costly and an impediment to the Transaction;

- (c) the Key Employees have historical knowledge of, and familiarity with, business and operations, and experience and expertise;
 - (d) without the benefit of the KERP, the Key Employees may consider other employment options;
 - (e) the departure of Key Employees would be costly, disruptive, and detrimental to the restructuring efforts and may jeopardize the morale of the Applicants' employees at a time that they are most in need of stability and continuity;
 - (f) the KERP Payment will facilitate the continued participation of the Key Employees until the Transaction closes; and
 - (g) the amounts payable under the KERP are reasonable and justified in the circumstances.
35. A copy of the KERP schedule (the “**KERP Schedule**”), which sets out the name of each Key Employee and the individual KERP payment proposed to be made to each Key Employee, is attached as **Confidential Exhibit “B”**. The KERP Schedule contains confidential and sensitive information regarding the identity and compensation of the Key Employees. As such, the Applicants are seeking a sealing order with respect to the KERP Schedule until further order of the Court.
36. The identity and compensation of individual employees of private companies is not information that is typically made publicly available. The Applicants are of the view that the Key Employees have a reasonable expectation that their personal and compensation information will not be disclosed to the public, particularly in a legal proceeding in which

they are not a direct party. Sealing the terms of the KERP is necessary to protect the privacy of this information.

37. The Applicants are of the view that disclosing the aggregate amount of the proposed KERP (and thereby disclosing the aggregate economic impact of the KERP) while sealing the names and compensation of each individual Key Employee appropriately balances the privacy interests of the Key Employees with the importance of the open court principle.
38. It is anticipated that each KERP payment will be funded out of the Applicants' cash flow on or shortly following the Closing Date. However, to ensure that the Key Employees receive reasonable assurances that their entitlements under the KERP are secure given the Applicants' insolvency, the Applicants seek Court approval of a charge to secure such payments in the aggregate amount of \$285,600 (the "**KERP Charge**").
39. It is proposed that the KERP Charge will rank subordinate to the Administration Charge, the DIP Lender's Charge, the Directors' Charge, the BMO Security, and the Intercompany Charges, but in priority to all other security interests, trusts, liens, charges, and encumbrances upon the Applicants' property.
40. I am advised that the Monitor supports the KERP and the KERP Charge and will recommend Court approval of the same.

D. Stay Extension

41. The proposed stay extension contemplates an extension of the Stay Period up to and including January 31, 2025. The stay extension is necessary and appropriate in the circumstances to allow for the continued operation of the Applicants' business. It will also enable the Applicants, with the assistance of the Monitor, to close the Transaction and

consider various restructuring options in respect of the Cold Storage Business and the manner in which the claims of creditors may be addressed.

42. The Applicants have acted, and continue to act, in good faith and with due diligence during this proceeding. The Cash Flow Forecast that will be appended to the Second Report demonstrates that, subject to the approval of the DIP Amendment, which is described below, the Applicants will have sufficient liquidity to fund their business operations during the proposed extension to the Stay Period. The Applicants are of the view that no party will be materially prejudiced by the stay extension.

E. Approval of Monitor's Reports & Activities

43. The Applicants seek approval of the Monitor's Reports and the activities and conduct of the Monitor as set out therein. The Applicants also seek approval of the fees and disbursements of the Monitor and its counsel for the period from May 5, 2024, to August 31, 2024, as set out in the Second Report.
44. The factual basis for the approval of the Monitor's Reports and the fees and disbursements of the Monitor and its counsel will be set out in the Second Report. The Applicants support the relief sought.

F. BMO Distributions

45. As described in detail in my Initial Affidavit, BMO is the senior secured creditor of certain of the Applicants and is the DIP Lender in this proceeding.
46. The Applicants seek approval to make distributions from the proceeds of the Property, with the consent of the Monitor, in repayment (whether in whole or in part) of the obligations owing to: (i) BMO in its capacity as DIP Lender under the DIP Credit

Agreement; and (ii) BMO under the BMO Credit Agreement or the BMO Guarantees, as applicable, in each case, up to the total amount of the obligations owing by the applicable Applicants thereunder (collectively, the “**BMO Distributions**”).

47. Additional detail surrounding the proposed BMO Distributions, including a security review in respect of the BMO Security prepared by the Monitor’s independent counsel, will be provided in the Second Report.
48. The BMO Distributions are in the best interests of the Applicants and their stakeholders and will, among other things, significantly reduce the total obligations of the Applicants and the interest payable by the Applicants on a monthly basis.

G. DIP Extension

49. The DIP Credit Agreement currently provides for a maturity date of September 30, 2024, which aligned with the original stay extension granted pursuant to the ARIO.
50. The Applicants require an amendment to the DIP Credit Agreement to extend the maturity date until January 31, 2025. This will align with the proposed extension to the Stay Period described above.
51. The Applicants and the DIP Lender are in the process of negotiating a potential amendment to the DIP Credit Agreement (the “**DIP Amendment**”). A further update regarding the DIP Amendment will be provided in the Second Report.

H. WEPPA

52. Some of the Applicants’ employees will either: (i) not be offered employment with the Purchaser pursuant to the Transaction and will have their employment be terminated by the Applicants; or (ii) otherwise be terminated as a result of the insolvency of the

Applicants and/or restructuring steps taken by the Applicants in this proceeding. All such terminated employees will be paid their full wages and vacation pay, but not any amounts in respect of severance or termination pay.

53. The Applicants are seeking an order that the Applicants meet the criteria prescribed by section 3.2 of the WEPP Regulations. This relief would potentially enable the Applicants' employees terminated during the CCAA proceeding, to receive benefits under the WEPPA. The Monitor supports the relief sought.
54. This affidavit is sworn in support of the Applicants' motion for the Approval and Vesting Order and the other relief described herein and for no other or improper purpose.

SWORN before me, by **ROBERT VANDEN BROEK**, in the City of Etobicoke, in the Province of Ontario this 19th day of September, 2024 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.




SHURABI SRIKARUNA



ROBERT VANDEN BROEK

This is Exhibit “A” referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance wi
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K



STRICTLY PRIVATE AND CONFIDENTIAL

Re: In the matter of the CCAA of Eastern Meat Solutions Inc., et al. (CV-24-00720622-00CL)

Thank you for your interest in the potential acquisition or investment in some or all of the assets and/or business (the "**Transaction**") of Sierra Custom Foods Inc. ("**Sierra Foods**" or the "**Company**"). This letter includes information on the timing and procedures to be followed in respect of your evaluation of the Transaction.

This letter is delivered to you as a Phase 2 Qualified Bidder (as defined in the SISP Order) to advise you of certain specifics related to Phase 2 of the SISP. All capitalized terms that are not defined in this letter are as defined in the Company's sale and investment solicitation process (the "**SISP**").

On May 21, 2024, Sierra Foods and certain of its affiliates (collectively, the "**Applicants**") sought and obtained protection under the Companies' Creditors Arrangement Act pursuant to the initial order (as amended and restated by order dated May 31, 2024) of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

Pursuant to an order of the Court dated May 31, 2024 (the "**SISP Order**"), the Court approved the SISP for the purpose of soliciting proposals for the Transaction, and authorized and directed the court-appointed monitor of the Applicants, Deloitte Restructuring Inc., (the "**Monitor**") and the Applicants to conduct the SISP. The Monitor has engaged Deloitte Corporate Finance Inc. ("**Deloitte**") to assist with the administration of the SISP.

Please review the SISP Order attached here and Schedule A to the SISP Order for detailed information on the SISP. This letter is delivered to you in accordance with the information you have provided to the Monitor in accordance with the SISP Order and the terms of the non-disclosure agreement you have signed in connection with the SISP (the "**Confidentiality Agreement**").

Phase 2

Pursuant to the terms of the SISP Order, the Monitor provides notice that:

- The Monitor has set the Phase 2 Bid Deadline as **5:00PM EDT on Tuesday, August 13, 2024,** and all interested parties must submit a written, binding letter of intent ("**LOI**") by this time.
- LOIs are to be delivered to the Monitor and its counsel to the email addresses set out in the SISP and below.
- Your LOI must include **the information set out in paragraph 29 of the SISP Order, Schedule A.**
- If there is any additional information necessary to complete your evaluation, please let the Monitor and Deloitte know so that we can consider the request as soon as possible.

Project Blackbird
Phase 2 LOI Process Letter

Following the submission of the LOI, the Monitor and the Company will evaluate your LOI in consultation with certain stakeholders. The Monitor or Deloitte may contact you to discuss the terms of your LOI for the purpose of clarifying the terms of such an offer in any respect.

The provisions for selecting a Successful Bid and negotiating any Definitive Transaction Agreement and obtaining Court approval for same, are set out in the SISP Order. The submission of an LOI or Final Bid does not constitute a definitive agreement between the potential bidder and the Company.

The Monitor, the Company, Deloitte, and their representatives and agents do not have any obligations to prospective purchasers or investors other than those set out in the SISP Order.

Neither the Company, nor any of its subsidiaries, affiliates or associated entities, shareholders, management, employees, customers or suppliers may be contacted directly without the Monitor or Deloitte's express written consent. We would like to remind you that the existence, content, and distribution of this letter and any other information provided in connection with the Transaction is subject to the terms of the Confidentiality Agreement and the SISP Order.

If you have any questions or concerns, please contact the parties below:

Jorden Sleeth
+1 (416) 775-8858
jsleeth@deloitte.ca

Todd Ambachtsheer
+1 (416) 607-0781
tambachtsheer@deloitte.ca

Paul Hamam
Senior Managing Director
+1 (416) 601-4851
phamam@deloitte.ca

Razmig Boghossian
Senior Managing Director
+1 (416) 354-1013
rboghossian@deloitte.ca

Deloitte Corporate Finance Inc.
8 Adelaide Street West, Suite 2020
Toronto, ON M5H 0A9
Canada

The SISP may be amended in accordance with the terms of the SISP Order. In addition, the Company, Monitor and Deloitte reserve the right to amend any information which has been made available to prospective purchasers and investors at any time either by the revision of the existing materials or by the addition of new materials.

In submitting an LOI and/or Final Bid, a prospective purchaser or investor acknowledges that, as set out in the SISP Order, it is relying solely on its own investigation and evaluation of the Company and its business. The Company, the Monitor, Deloitte and their officers, directors, affiliates, advisors, agents and representatives expressly disclaim any and all liability for representations, warranties or statements contained in this letter or in any other written material furnished or information electronically or orally transmitted or made available to a prospective purchasers or investors. The Company, the Monitor and Deloitte disclaim any obligation to provide updated information about the Company or the opportunity.

This letter, together with your LOI and/or Final Bid remain subject to the Confidentiality Agreement. Accordingly, the information contained herein and therein can only be disclosed and used pursuant to the terms and conditions of the Confidentiality Agreement.

As set out in the SISP Order, no prospective purchaser or investor shall become entitled for any reason (including, without limitation, any modifications of these procedures) to be reimbursed for any costs or

Project Blackbird
Phase 2 LOI Process Letter

expenses incurred in connection with the possible sale of or investment in the Company or otherwise in reliance upon these procedures. In accordance with the terms of the Confidentiality Agreement, prospective purchasers and/or investors are precluded from contacting any shareholder, officer, director, advisor, employee, customer or supplier of the Company, or its affiliates.

If you have any questions regarding the foregoing SISP and the submission of your LOI, please do not hesitate to contact the individuals noted above.

Yours very truly,

Deloitte Restructuring Inc.,
in its capacity as court-appointed
monitor of Eastern Meat Solutions
Inc. et al

This is Exhibit “**B**” referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance wi
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K

Natalie Longmore

From: Marco Gaspar
Sent: August 9, 2024 1:41 PM
To: robert.kennedy@dentons.com; michael.schafner@dentons.com;
valerie.cross@dentons.com; Rebecca Kennedy; D. J. Miller; Adam Driedger; Shurabi
Srikaruna; jsleeth@deloitte.ca; tambachtsheer@deloitte.ca; mahong@deloitte.ca;
AMacFarlane@blg.com; debtenforcement@cwbnationalleasing.com;
cservice@gmfinancial.com; dan.fatigati@crown.com;
CommercialLending@gmfinancial.com; steve.adatia@pnc.com; nluskey@leaserv.com;
mzawidzki@leasedirect.com; sophie.traub@linde.com; ca-ar@tip-group.com;
info@yaleforklifts.com; rcap.collections@rcapleasing.com; csc@rcapleasing.com;
info@foodbankscanada.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca;
FranckRarivoson@OLYMEL.com; insolvency.unit@ontario.ca;
Fozia.Chaudary@justice.gc.ca; Edward.Park@justice.gc.ca;
Meggie.Johnson@justice.gc.ca; Caroline.Tardif@steinmonast.ca;
marianne.lamontagne@steinmonast.ca; wgreenspoon@garfinkle.com;
Sophie.normandin@amer.allianz-trade.com; Dlconnerly@wholestonefarms.com;
Clay.Williams@seaboardfoods.com; Chelsea.Kuhl@kochfoods.com;
Mitch.Koczerginski@mcmillan.ca; Fozia.Chaudary@justice.gc.ca;
Edward.Park@justice.gc.ca; Katherine.clements@tyson.com; bcargill@wittenlaw.com;
atang@wittenlaw.com; JWells@tql.com; Stephen@gaenns.com; Fred@niagarapallet.ca
Subject: In the Matter of the CCAA of Eastern Meat Solutions Inc., et al. (CV-24-00720622-00CL)

To the Service List:

In connection with the Sale and Investment Solicitation Process (the “SISP”), approved by the Ontario Superior Court of Justice (Commercial List) on May 31, 2024 by way of the SISP Approval Order granted in the above noted matter, please be advised that the Phase 2 Bid Deadline has been extended to 5pm on August 15, 2024.

Kind regards,
Marco

This is Exhibit “C” referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance wi
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K

ASSET PURCHASE AGREEMENT
DATED AS OF SEPTEMBER 19, 2024
BETWEEN

SIERRA CUSTOM FOODS INC.

AS SELLER,

AND

1001000161 ONTARIO LIMITED,

AS BUYER

TABLE OF CONTENTS

	Page No.
Article 1 DEFINITIONS	2
1.1 Definitions.....	2
1.2 Other Definitions and Interpretive Matters	8
Article 2 PURCHASE AND SALE	9
2.1 Purchase and Sale	9
2.2 Assumed Liabilities	9
2.3 Excluded Liabilities	9
2.4 Assumed Contracts; Contracts Requiring Consent	10
2.5 Further Assurances.....	10
Article 3 PURCHASE PRICE	11
3.1 Purchase Price.....	11
3.2 Deposit	11
3.3 Allocation of Purchase Price.....	11
3.4 Closing Inventory Amount Adjustment.....	11
3.5 Post-Closing Inventory Amount Adjustment.....	12
3.6 Payments Received Post-Closing.....	13
Article 4 CLOSING	13
4.1 Closing Date.....	13
4.2 Payment on the Closing Date.....	13
4.3 Buyer's Deliveries	13
4.4 Seller's Deliveries.....	14
4.5 Monitor's Certificate.....	15
Article 5 REPRESENTATIONS AND WARRANTIES OF SELLER	15
5.1 Organization and Good Standing.....	15
5.2 Authority, Validity, Consents	15
5.3 Residency	16
5.4 HST	16
5.5 No Additional Representations and Warranties by Seller; "As is, Where is"	16
Article 6 REPRESENTATIONS AND WARRANTIES OF BUYER.....	17
6.1 Organization and Good Standing.....	17
6.2 Authority; Validity; Consents	17
6.3 No Conflict.....	18
6.4 Availability of Funds	18
6.5 Litigation.....	18
6.6 Business Use, Bargaining Position, Representation	18
6.7 Residency	18
6.8 HST	18
Article 7 ACTIONS PRIOR TO THE CLOSING DATE	19
7.1 Due Diligence	19
7.2 Operations Prior to the Closing Date	19
7.3 Court Approval	20
Article 8 TAXES	20
8.1 Transfer Taxes	20
8.2 ETA Elections.....	20

8.3	Other Tax Elections	21
Article 9	EMPLOYEES.....	21
9.1	Employee Matters	21
Article 10	CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE.....	22
10.1	Accuracy of Representations	22
10.2	Seller's Performance	22
10.3	No Order	23
10.4	Seller's Deliveries	23
10.5	Approval and Vesting Order	23
10.6	Governmental Authorizations	23
10.7	Assumed Employees	23
10.8	Assignment of Lease	23
10.9	Contracts Requiring Consent	23
10.10	Customer and Supplier Introductions	23
Article 11	CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE.....	23
11.1	Accuracy of Representations	24
11.2	Approval and Vesting Order in Effect	24
11.3	Buyer's Performance.....	24
11.4	No Order	24
11.5	Buyer's Deliveries	24
Article 12	COVENANTS.....	24
12.1	Limitation of Liability and Remedies	24
12.2	Buyer's Fees & Costs.....	24
12.3	Corporate Name.....	25
Article 13	LIABILITIES AND INDEMNITIES	25
13.1	General Indemnity	25
13.2	No Merger.....	25
Article 14	TERMINATION	26
14.1	Grounds for Termination	26
14.2	Effect of Termination.....	26
14.3	Disposition of Deposit	26
Article 15	GENERAL PROVISIONS	26
15.1	Confidentiality	26
15.2	Survival.....	27
15.3	Notices	27
15.4	Waiver, Waiver of Damages.....	28
15.5	Entire Agreement; Amendment	29
15.6	Assignment	29
15.7	Severability	29
15.8	Expenses	29
15.9	Post-Closing Books and Records and Personnel	30
15.10	Public Announcements	30
15.11	Time of Essence.....	30
15.12	Governing Law; Consent to Jurisdiction and Venue;	30
15.13	Parties in Interest; No Third-Party Beneficiaries.....	30
15.14	Counterparts.....	31
15.15	No Liability for Monitor	31

SCHEDULES

Schedule A	-	Purchased Assets
Schedule B	-	Assumed Contracts
Schedule C	-	Contracts Requiring Consent
Schedule D	-	Form of Approval and Vesting Order
Schedule E	-	Assumption Agreement (Assumed Liabilities)
Schedule F	-	Transferred Employees
Schedule G	-	Purchase Price Allocation

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of the 19th day of September, 2024,

BETWEEN:

Sierra Custom Foods Inc.

(“**Seller**”)

AND:

1001000161 Ontario Limited, a company incorporated pursuant to the laws of Ontario

(“**Buyer**”)

RECITALS

WHEREAS pursuant to the Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued May 21, 2024 (as may be further amended or amended and restated from time to time, the “**Initial Order**”), Seller, together with Eastern Meat Solutions Inc., Sierra Supply Chain Services Inc., Sierra Realty Corporation, RVB Holdings Inc., Vanden Broek Holdings (2008) Inc., Sierra Realty Calgary Corporation and Eastern Meat Solutions (USA) Corp. (collectively, the “**Sierra Group**”) were granted, among other things, creditor protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the “**CCAA**”) and Deloitte Restructuring Inc. was appointed by the Court as the CCAA monitor of the Sierra Group (in such capacity, the “**Monitor**”);

WHEREAS Seller is in the business of providing value-add and co-manufacturing food processing services for third-party customers including under the brand names “Sierra” and “Sierra Custom Foods” (the “**Business**”);

WHEREAS in connection with the proceeding initiated by the Initial Order (the “**CCAA Proceeding**”), on May 31, 2024, the Sierra Group sought and obtained an order of the Court (the “**SISP Order**”) approving the SISP (as defined below);

WHEREAS Buyer was selected as a Successful Bidder (as defined in the SISP Order) pursuant to the SISP;

WHEREAS Seller and certain other members of the Sierra Group desire to sell, and Buyer desires to purchase, the Purchased Assets (as defined herein) and assume the Assumed Liabilities (as defined herein) upon the terms and conditions set out in this Agreement;

WHEREAS Seller and Buyer have agreed that Seller will irrevocably sell, transfer and assign, or cause to be irrevocably sold, transferred and assigned, to Buyer all of Seller’s and the relevant members of the Sierra Groups’ interests in, to and under the Purchased Assets;

WHEREAS Seller’s ability to consummate the Transaction (as defined herein) is subject to, among other things, an Approval and Vesting Order being granted by the Court;

NOW THEREFORE, in consideration of the premises, the mutual promises herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement, the following terms have the meanings specified or referenced below.

- (a) **“Action”** means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.
- (b) **“Actual Closing Fresh Inventory Amount”** means the Fresh Inventory Amount as of the Closing Date as determined in accordance with Section 3.5.
- (c) **“Actual Closing Frozen Inventory Amount”** means the Frozen Inventory Amount as of the Closing Date as determined in accordance with Section 3.5.
- (d) **“Affiliate”** means, with respect to a Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person where, for the purposes of this definition only, “control”, “controlling” or “controlled” means the possession, direct or indirect, of the power to direct the management and policies of such other Person, whether through the ownership of voting securities or by contract, partnership agreement, trust arrangement or other means.
- (e) **“Agreement”** means this asset purchase agreement, and includes the preamble and the recitals, and all the Schedules attached hereto, as may be amended with the consent of the Monitor, restated or supplemented from time to time in accordance with the terms hereof.
- (f) **“Applicable Law”** means, in relation to any Person, property or circumstance, all laws, statutes, rules, regulations, official directives and orders of Governmental Authorities (whether administrative, legislative, executive or otherwise), including judgments, orders and decrees of courts, commissions or bodies exercising similar functions, as amended, and includes the provisions and conditions of any permit, license or other governmental or regulatory authorization, that are in effect as at the relevant time and are applicable to such Person, property or circumstance.
- (g) **“Approval and Vesting Order”** means an order of the Court, substantially in the form attached hereto as **Schedule “D”** approving, among other things, the sale by Seller to Buyer of the Purchased Assets in accordance with the provisions of this Agreement, and vesting all of Seller’s right, title and interest in and to the Purchased Assets in Buyer.
- (h) **“Assignment of Contracts”** has the meaning set forth in Section 4.3(f).
- (i) **“Assignment of IP”** has the meaning set forth in Section 4.3(h).
- (j) **“Assignment of Lease”** has the meaning set forth in Section 4.3(g).
- (k) **“Assumed Contract Assignment Costs”** means in respect of any Assumed Contract that is assigned to Buyer, all amounts required to be paid to effect an assignment thereof from Seller to Buyer, including all administrative fees, counsel fees and any other costs of the counterparties required to be paid to effect such assignment.

- (l) **“Assumed Contracts”** means the contracts listed on **Schedule “B”** but excluding the Excluded Assets.
- (m) **“Assumed Employees”** has the meaning set forth in Section 9.1(b).
- (n) **“Assumed Liabilities”** has the meaning set forth in Section 2.2.
- (o) **“Assumption Agreement”** has the meaning set forth in Section 4.3.
- (p) **“Bill of Sale”** has the meaning set forth in Section 4.3(e).
- (q) **“Books and Records”** means all personnel records in respect of Assumed Employees, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, accounting and financial records, equipment logs, operating guides and manuals, business reports and all other documents, files, correspondence, and other information (whether in written, printed, electronic or computer printout form) relating solely to the Purchased Assets, but excluding any of the foregoing as applicable to any Excluded Assets.
- (r) **“Business”** has the meaning set forth in the recitals.
- (s) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday on which Canadian chartered banks are open for the transaction of domestic business in Toronto, Ontario.
- (t) **“Buyer NDA”** means the confidentiality and non-disclosure agreement between Seller and Amir Quality Meats Inc. dated June 13, 2024.
- (u) **“Buyer’s Calculation”** has the meaning set forth in Section 3.5.
- (v) **“CCAA”** has the meaning set forth in the recitals.
- (w) **“CCAA Proceeding”** has the meaning set forth in the recitals.
- (x) **“Claims”** means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (y) **“Closing”** has the meaning set forth in Section 4.1.
- (z) **“Closing Date”** means the date and time as of which Closing actually occurs as set forth in Section 4.1.
- (aa) **“Contracts Requiring Consent”** means all Assumed Contracts which specifically provide that they are not assignable in whole or in part without the consent, approval or waiver of the party or parties thereto (other than Seller) or one or more Third Parties, which, for greater certainty, are listed on **Schedule “C”**.
- (bb) **“Court”** has the meaning set forth in the recitals.
- (cc) **“Deposit”** has the meaning set forth in Section 3.2.

- (dd) **“Dispute Period”** has the meaning set forth in Section 3.5.
- (ee) **“Effective Time”** means the date and time on which the Parties execute this Agreement.
- (ff) **“Environmental Laws”** means any Applicable Law, and any Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health, or the protection or quality of the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any hazardous materials, including any condition or action required under any permit and license, letter, clearance, consent, waiver, closure plan or exemption issued, granted, given, authorized by or made by any Governmental Authority pursuant to Environmental Law.
- (gg) **“Environmental Liabilities”** means any cost, damage, expense, Liabilities, obligation or other responsibility arising from or under Environmental Laws and consisting of or relating to: (i) any environmental conditions (including on-site or off-site contamination, and regulation of hazardous materials); (ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and responses, investigative, remedial, monitoring or inspection costs and expenses arising under Environmental Laws; (iii) cleanup costs or corrective action, including any investigation, cleanup, removal, containment, monitoring or other remediation or response actions required by Environmental Laws (whether or not such has been required or requested by any Governmental Authority or any other Person) and for any natural resource damages; or (iv) any other compliance, corrective, investigative, notice or remedial measures required under Environmental Laws.
- (hh) **“Estimated Closing Fresh Inventory Amount”** has the meaning set forth in Section 3.4.
- (ii) **“Estimated Closing Frozen Inventory Amount”** has the meaning set forth in Section 3.4.
- (jj) **“ETA”** means the *Excise Tax Act* (Canada).
- (kk) **“Excluded Assets”** means that part of the Property not included in the Purchased Assets.
- (ll) **“Excluded Liabilities”** has the meaning set forth in Section 2.3.
- (mm) **“Governmental Authority”** means any federal, provincial, state, municipal, county or regional government or government authority or other law, regulation or rule making entity, including any court, department, commission, bureau, board, tribunal, organization, subdivision, branch, administrative agency or regulatory body of any of the foregoing, that exercises jurisdiction over the Business, the Purchased Assets, or the Parties.
- (nn) **“Governmental Authorization”** means any approval, consent, licence, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.
- (oo) **“Independent Accountant”** has the meaning set forth in Section 3.5.
- (pp) **“Initial Order”** has the meaning set forth in the recitals.

- (qq) **“Inventory”** means all inventories of the Business, including (i) finished goods, works in process, raw materials, and new and unused production, packaging and shipping materials, and (ii) all other materials and supplies on hand to be used or consumed or which might be used or consumed in connection with the processing, manufacture, packing or shipping of finished goods of the Business.

- (rr) **“Fresh Inventory Amount”** means the value of all Inventory comprising finished fresh food products, works in process, raw materials, new and unused production, packaging and shipping materials, and all other materials on hand used or consumed or which might be used or consumed in connection with the processing, manufacture, packing or shipping of finished goods of the Business, being the book value of such Inventory based on Seller’s accounting system, provided that any obsolete, expired, damaged, defective, unusable, unsalable or slow-moving Inventory which has been written off or written down to fair market value or for which adequate reserves have been established shall be excluded from the Fresh Inventory Amount.

- (ss) **“Frozen Inventory Amount”** means the value of all Inventory comprising finished frozen food products, being the book value of such Inventory based on Seller’s accounting system, provided that any obsolete, expired, damaged, defective, unusable, unsalable or slow-moving Inventory which has been written off or written down to fair market value or for which adequate reserves have been established shall be excluded from the Frozen Inventory Amount

- (tt) **“Key Employees”** means (i) Tom Heliotis; (ii) a majority of the production hourly employees working at the Seller’s facility located at 275 Walker Drive, Brampton, Ontario as listed in Schedule F; (iii) a majority of the production management/supervisors/team leads working at the Seller’s facility located at 275 Walker Drive, Brampton, Ontario as listed in Schedule F; (iv) a majority of the Quality Assurance staff working at the Seller’s facility located at 275 Walker Drive, Brampton, Ontario as listed in Schedule F; and (v) a majority of the maintenance staff working at the Seller’s facility located at 275 Walker Drive, Brampton, Ontario as listed in Schedule F.

- (uu) **“Knowledge”** means (i) with respect to Seller, the actual knowledge (without any duty of inquiry) of Seller; and (ii) with respect to Buyer, the actual knowledge (without any duty of inquiry) of Buyer or any of the senior officers of Buyer.

- (vv) **“Lease”** means the lease agreement between 275 Walker Drive Holdings Limited, as landlord, and Sierra Realty Corporation (successor by amalgamation to Sierra Madras Holdings Inc.), as tenant, dated September 8, 2011, as amended, in respect to the premises located at 275 Walker Drive, Brampton, Ontario, L6T 3W5.

- (ww) **“Legal Requirement”** means all laws, orders, statutes, rules, by-laws, decrees, regulations, directives, judgments, declarations and similar pronouncements under Applicable Law or made by any Governmental Authority.

- (xx) **“Liabilities”** means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, whether in contract, tort, strict liability or otherwise and whether or not the same is required to be accrued on the financial statements of such Person, including, without limitation, any Tax liability and any Environmental Liabilities.

- (yy) **“Lien”** means any mortgage, charge, pledge, prior claim, security interest, assignment, lien (statutory or otherwise), *Bank Act* (Canada) security, servitude, hypothec, easement, title defect, restriction on transfer (such as a right of first refusal), restrictive covenant, conditional sale, capital lease or other leasing arrangement, title retention agreement or other encumbrance, arrangement or condition of any nature which, in substance, secures payment or performance of an obligation.
- (zz) **“Material Adverse Effect”** means any change, event, effect, circumstance or occurrence that, individually or in the aggregate (taking into account all other such changes, events, effects, circumstances or occurrences), has had or would be reasonably likely to have, a material and adverse effect on the Business, financial conditions or results of operations of Seller or materially and adversely impair the Property or the Purchased Assets (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding:
- (i) any change or effect to the extent that it results from or arises out of the commencement of the CCAA Proceeding or any step taken by the Sierra Group pursuant to an Order of the Court in the CCAA Proceeding;
 - (ii) changes in (or proposals to change) Legal Requirements, generally accepted accounting principles or other accounting regulations or principles;
 - (iii) acts of God, including hurricanes, storms, pandemics, and other natural disasters;
 - (iv) any action contemplated by this Agreement or taken at the written request of Buyer; and
 - (v) any outbreak or escalation of hostilities or war or any act of terrorism.
- (aaa) **“Monitor”** has the meaning set forth in the recitals.
- (bbb) **“Monitor’s Certificate”** means the certificate filed with the Court by the Monitor, substantially in the form attached as Schedule “A” to the Approval and Vesting Order.
- (ccc) **“Objection Notice”** has the meaning set forth in Section 3.5.
- (ddd) **“Order”** means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.
- (eee) **“Outside Date”** has the meaning set forth in Section 14.1(c).
- (fff) **“Party”** means Seller or Buyer and **“Parties”** means Seller and Buyer together.
- (ggg) **“Person”** means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.
- (hhh) **“Personal Information”** means personal information of identifiable individuals or information that would allow any individual to be identified.
- (iii) **“Proceeding”** means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

- (jjj) **“Property”** means all of the assets, undertakings, and properties of Seller or another member of the Sierra Group, as applicable, whether real, personal, mixed, tangible or intangible, and all proceeds thereof.
- (kkk) **“Purchased Assets”** means Seller’s Interest in all Property, wherever located, which relates to, or is used or held for use in connection with the Business, as more particularly set out at **Schedule “A”**, which, for greater certainty, includes the Assumed Contracts, but excludes the Excluded Assets and any assets or interest of any other Applicants in the CCAA Proceeding or any Affiliates of the Seller unless specifically identified herein.
- (lll) **“Purchase Price”** has the meaning set forth in Section 3.1.
- (mmm) **“Representative”** means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.
- (nnn) **“Sale Approval Motion”** means the motion to be brought before the Court by Seller and/or the Sierra Group in the CCAA Proceeding seeking, among other things, the Approval and Vesting Order.
- (ooo) **“Seller”** has the meaning set forth in the recitals.
- (ppp) **“Seller’s Interest”** means all of Seller’s and the relevant members of the Sierra Groups’ right, interest, title and estate, whether absolute or contingent, legal or beneficial.
- (qqq) **“Sierra Group”** has the meaning set forth in the recitals.
- (rrr) **“SISP”** means the sale and investment solicitation process approved by the Court by way of the SISP Order.
- (sss) **“SISP Order”** has the meaning set forth in the recitals.
- (ttt) **“Successful Bidder”** has the meaning set forth in the SISP.
- (uuu) **“Target Fresh Inventory Amount”** means [REDACTED]
- (vvv) **“Target Frozen Inventory Amount”** means [REDACTED]
- (www) **“Tax”** or **“Taxes”** (and with correlative meaning, “Taxable” and “Taxing”) means any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, licence, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis, or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.
- (xxx) **“Tax Act”** means the *Income Tax Act* (Canada).

- (yyy) **“Tax Return”** means any return, declaration, report, claim for refund, information return or other document (including any related or supporting estimates, elections, schedules, statements, or information) filed or required to be filed in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.
- (zzz) **“Third Parties”** means any Person other than Seller, Buyer and their respective Affiliates and Representatives.
- (aaaa) **“Transaction”** means the sale and purchase of the Purchased Assets by Seller to Buyer, the assumption of the Assumed Liabilities by Buyer, and all other transactions contemplated by this Agreement and all related agreements, orders, instruments or documents entered into pursuant or ancillary to this Agreement.
- (bbbb) **“Transaction Documents”** means this Agreement and all related agreements, orders, instruments or documents entered into pursuant or ancillary to this Agreement, including, but not limited to, the Assumption Agreement, the Bill of Sale, the Assignment of Contracts, the Assignment of Lease and the Assignment of IP.
- (cccc) **“Transfer Taxes”** has the meaning set forth in Section 8.1.

1.2 Other Definitions and Interpretive Matters

- (a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:
 - (i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day.
 - (ii) Schedules. All Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.
 - (iii) Gender and Number. Any reference in this Agreement to gender includes all genders, and words importing only the singular number include the plural and vice versa.
 - (iv) Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified.
 - (v) Herein. Words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

- (vi) Monetary References. Any reference in this Agreement to a monetary amount, including the use of the term “Dollar” or the symbol “\$”, shall mean the lawful currency of Canada unless the contrary is specified or provided for elsewhere in this Agreement.
- (vii) Including. The word “including” or any variation thereof means “including, without limitation,” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- (viii) No Strict Construction. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Seller, on the other hand, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, conveyed and delivered, the Purchased Assets to Buyer, and Buyer shall purchase the Purchased Assets from Seller and the relevant members of the Sierra Group, free and clear of any Lien. The Seller acknowledges that certain Purchased Assets used in relation to the Business are held by its Affiliates, and both the Seller and its Affiliates shall, subject to the granting of the Approval and Vesting Order, deliver these specific Purchased Assets on the Closing Date. For greater certainty, except as expressly described in Schedule A, no other assets of any Affiliate of the Seller form a part of the Purchased Assets.

2.2 Assumed Liabilities

Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall assume only the following Liabilities (collectively, the “**Assumed Liabilities**”) and no others on or after the Closing Date:

- (a) all Liabilities related to the Purchased Assets or the operation, use or ownership thereof, for the period from and after the Closing Date;
- (b) all Assumed Contract Assignment Costs; and
- (c) all obligations in respect of Assumed Employees arising on or after the Closing Date pursuant to Article 9.

2.3 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liabilities of Seller, and Seller shall be solely and exclusively liable with respect to all Liabilities of Seller, other than the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the “**Excluded Liabilities**”).

2.4 Assumed Contracts; Contracts Requiring Consent

- (a) It shall be Buyer's sole responsibility to obtain, at its own expense, with the prior approval and supervision of Seller, any consents, approvals or any further documentation or assurances which may be required to carry out the terms of the sale of the Purchased Assets, including any approvals with respect to assignment of any Assumed Contracts. Seller shall have no liability to Buyer (and there shall be no adjustment to the Purchase Price) whatsoever with respect to any Assumed Contract, including if the purported assignment by Seller of its right, title and interest in any such Assumed Contract is not acknowledged by any Person, if any such Assumed Contract is not assignable by Seller, if any such Assumed Contract has been terminated by any party thereto, or the collateral or subject matter of the Assumed Contract is no longer in Seller's possession or control. Seller does not make any representation or warranty that any such Assumed Contract may be effectively assigned to Buyer. Seller shall only assign to Buyer by way of an assignment in form and content satisfactory to Seller all Assumed Contracts, but only to the extent that such Assumed Contracts are assignable by Seller, which Buyer wishes to have assigned to it at Closing. Seller shall, and shall cause the other members of the Sierra Group to, provide such information and assistance as may be reasonably requested by Buyer in connection with the assignment of the Assumed Contracts by Seller (or another member of the Sierra Group), including Buyer's efforts to obtain consent, approval or waiver of any Person required for Contracts Requiring Consent. The form of assignment shall not provide for or require an acknowledgement or agreement to the assignment by any other Person.
- (b) Seller shall be solely responsible for curing, or causing to be cured, any defaults or breaches under any Assumed Contracts that exist as of the Closing or that arise prior to the Closing Date as a result of Seller's or any other member of the Sierra Group's actions or omissions, and shall be liable for and shall pay all costs, fees, expenses or damages arising out of or required to cure such defaults or breaches, subject to the approval of the Court. For the avoidance of doubt, Buyer shall not be liable for any costs, fees expenses or damages arising out of or required to cure any defaults or breaches under any Assumed Contracts that exist as of the Closing or that arise prior to the Closing Date as a result of Seller's or any other member of the Sierra Group's actions or omissions, and Seller shall indemnify and hold harmless Buyer from and against any claims, demands, actions or causes of action arising from or relating to any such breaches or defaults. Buyer shall not be responsible for any of Seller's or any other member of the Sierra Group's payments in arrears pertaining to any Assumed Contracts, and a dollar-for-dollar adjustment will be made to reduce the Purchase Price by an amount equal to any such payments in arrears.
- (c) Subject to Closing and to the consent of the other parties thereto to the assignment thereof, in addition to its other obligations under this Agreement, Buyer shall pay the applicable Assumed Contract Assignment Costs related to Assumed Contracts, including Contracts Requiring Consent.
- (d) Buyer shall pay, perform or satisfy the Assumed Liabilities (including, if applicable, Assumed Contract Assignment Costs) from time to time and as such Assumed Liabilities become due and payable or are required to be performed or satisfied in accordance with their respective terms.

2.5 Further Assurances

The Parties agree to (a) furnish upon request to each other such further information, (b) execute, acknowledge and deliver to each other such other documents, and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents, each at the expense of the requesting Party.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

- (a) The aggregate purchase price payable by Buyer to Seller to purchase the Purchased Assets is:
- (i) cash in an amount equal to [REDACTED] (minus (A) the amount by which the Target Fresh Inventory Amount exceeds the Actual Closing Fresh Inventory Amount, if applicable, and minus (B) the amount by which the Target Frozen Inventory Amount exceeds the Actual Closing Frozen Inventory Amount, each as determined in accordance with Sections 3.4 and 3.5 of this Agreement); and
 - (ii) the assumption of the Assumed Liabilities,
- (together, the “**Purchase Price**”), subject to adjustment in accordance with this Agreement (including Section 2.4(b)).
- (b) The Purchase Price is exclusive of any and all Transfer Taxes, which shall be paid on Closing by Buyer in accordance with Article 8.

3.2 Deposit

The Parties acknowledge and confirm that Buyer has delivered to the Monitor, in trust, a cash deposit (the “**Deposit**”) equal to 10% of the unadjusted cash component of the Purchase Price. Upon Closing, the Deposit (plus any interest that has actually accrued thereon) shall be applied to the Purchase Price. If Closing does not occur, the Deposit (plus any interest that has actually accrued thereon) shall be subject to the terms of Section 14.3.

3.3 Allocation of Purchase Price

The Parties agree to allocate the Purchase Price among the Purchased Assets as set forth in Schedule G for all purposes (including for purposes of the ETA and the Tax Act). The Parties shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with such allocation.

3.4 Closing Inventory Amount Adjustment

On or prior to the Closing Date, Seller, with the approval of the Monitor, shall deliver to Buyer a good faith estimate of the Fresh Inventory Amount and the Frozen Inventory Amount as of the Closing Date (the “**Estimated Closing Fresh Inventory Amount**” and “**Estimated Closing Frozen Inventory Amount**”, respectively).

If the Target Fresh Inventory Amount is greater than the Estimated Closing Fresh Inventory Amount, the Purchase Price shall be decreased by the difference between the Target Fresh Inventory Amount and the Estimated Closing Fresh Inventory Amount. If the Target Frozen Inventory Amount is greater than the Estimated Closing Frozen Inventory Amount, the Purchase Price shall be decreased by the difference between the Target Frozen Inventory Amount and the Estimated Closing Frozen Inventory Amount.

3.5 Post-Closing Inventory Amount Adjustment

Within 60 days of the Closing Date (or such other date as is mutually agreed to by Seller and Buyer), Buyer shall prepare and deliver to Seller a reasonably detailed statement setting out Buyer's calculation of the Actual Closing Fresh Inventory Amount and Actual Closing Frozen Inventory Amount ("**Buyer's Calculation**"). If, within 20 days following delivery of Buyer's Calculation (the "**Dispute Period**"), Seller has not given Buyer written notice of its objection to such calculation (an "**Objection Notice**"), then Buyer's Calculation shall be binding and conclusive on the Parties and shall be deemed the Actual Closing Fresh Inventory Amount and Actual Closing Frozen Inventory Amount, respectively. If Seller gives Buyer an Objection Notice within the Dispute Period, and if Seller and Buyer fail to consensually resolve the issues set out in the Objection Notice within 30 days of delivery thereof, the disputed issues shall be submitted for binding determination (without any appeal), absent fraud or manifest error, as soon as practicable, but in any event within 30 days of its engagement, by a regionally or nationally recognized accounting firm selected by the Monitor that is independent of the Parties (the "**Independent Accountant**"). The Parties shall provide the Independent Accountant with any and all materials or financial statements requested by the Independent Accountant in connection with the determination of any disputed issues. While the Independent Accountant is performing its engagement, neither Party shall communicate with the Independent Accountant on the subject matter of its work relating to this Agreement, except by joint conference call, joint meeting or letter (including e-mail) with a copy simultaneously delivered to the other Party. The Independent Accountant shall act as expert not as arbitrator. The Independent Accountant shall not assign a value to any item greater than the greatest value for such item claimed by a Party or less than the smallest value for such item claimed by a Party. The Parties agree that the procedure set forth in this Section 3.5 for resolving disputes, absent fraud or manifest error, with respect to the Buyer's Calculation is the sole and exclusive method for resolving such disputes. The fees and costs of the Independent Account in connection with such determination shall be borne by: (i) Seller if difference between the Actual Closing Fresh Inventory Amount or Actual Closing Frozen Inventory Amount and Buyer's Calculation (if any) is less than or equal to 10%; and (ii) Buyer if the difference between Actual Closing Fresh Inventory Amount or Actual Closing Frozen Inventory Amount and Buyer's Calculation (if any) is greater than 10%.

Upon the final determination of the Actual Closing Fresh Inventory Amount and Actual Closing Frozen Inventory Amount (whether on consent of the Parties or upon final determination by the Independent Accountant):

- (a) if the Actual Closing Fresh Inventory Amount is greater than the Estimated Closing Fresh Inventory Amount, Buyer shall pay to Seller the difference between the Actual Closing Fresh Inventory Amount and the Estimated Closing Fresh Inventory Amount within three (3) Business Days by way of wire transfer of immediately available funds; and (ii) if the Estimated Closing Fresh Inventory Amount is greater than the Actual Closing Fresh Inventory Amount, Seller shall pay to Buyer the difference between the Estimated Closing Fresh Inventory Amount and the Actual Closing Fresh Inventory Amount within three (3) Business Days by way of wire transfer of immediately available funds; and
- (b) if the Actual Closing Frozen Inventory Amount is greater than the Estimated Closing Frozen Inventory Amount, Buyer shall pay to Seller the difference between the Actual Closing Frozen Inventory Amount and the Estimated Closing Frozen Inventory Amount within three (3) Business Days by way of wire transfer of immediately available funds; and (ii) if the Estimated Closing Frozen Inventory Amount is greater than the Actual Closing Frozen Inventory Amount, Seller shall pay to Buyer the difference between the Estimated Closing Frozen Inventory Amount and the Actual Closing Frozen Inventory Amount within three (3) Business Days by way of wire transfer of immediately available funds,

provided that, the Buyer may set-off any amount owing by the Seller to the Buyer under this Agreement, including this Section 3.5, against any amount that the Buyer is obligated to pay the Seller under this Section 3.5; and provided further that, for the purposes of the foregoing calculations, the Actual Closing Fresh Inventory Amount shall not exceed the Target Fresh Inventory Amount and the Actual Closing Frozen Inventory Amount shall not exceed the Target Frozen Inventory Amount.

3.6 Payments Received Post-Closing

Seller agrees that, after the Closing, it will (and, if applicable, will cause the relevant members of the Sierra Group to) hold and promptly transfer and deliver to Buyer, from time to time as and forthwith when received by it or them, any cash, cheques with appropriate endorsements (using their best efforts not to convert such cheques into cash) or other Property that it or they may receive on or after the Closing forming part of the Purchased Assets, or that properly belongs to Buyer under this Agreement or the other Transaction Documents, and will account to Buyer for all such receipts.

Buyer agrees that, after the Closing, it will hold and promptly transfer and deliver to Seller, from time to time as and forthwith when received by it, any cash, cheques with appropriate endorsements (using its best efforts not to convert such cheques into cash) or other property that it may receive on or after the Closing attributable to or in respect of the Excluded Assets or that does not properly belong to Buyer under this Agreement or the other Transaction Documents, and will account to Seller for all such receipts. From and after the Closing, Buyer will undertake reasonable efforts to collect outstanding accounts receivable as of the Closing on behalf of Seller and remit such collected amounts to Seller.

ARTICLE 4 CLOSING

4.1 Closing Date

Provided the conditions in Article 10 and Article 11 have been satisfied or, if permissible, waived, the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the “**Closing**”) shall take place at 2:00 p.m., Eastern Standard Time, at the offices of Thornton Grout Finnigan LLP in Toronto, Ontario or may be completed by way of a virtual closing, whereby the required executed closing deliverables are circulated by electronic mail in PDF format and released at such times and pursuant to such protocols and confirmations as the Parties may agree, no later than ten (10) Business Days following the date on which the Approval and Vesting Order is granted. The date and time at which the Closing actually occurs is referred to herein as the “**Closing Date**”.

4.2 Payment on the Closing Date

Subject to satisfaction or, if permissible, waiver of the conditions set forth in Article 10 and Article 11, at the Closing, Buyer shall pay, or cause to be paid, the cash portion of the Purchase Price, less the Deposit (plus any interest that has actually accrued thereon), by wire transfer of immediately available funds to an account specified in writing by Seller prior to the Closing Date.

4.3 Buyer’s Deliveries

Unless an earlier date is specifically provided for in this agreement, at or prior to the Closing, Buyer shall deliver or cause to be delivered to Seller (or such other Persons where so designated):

- (a) the cash consideration referenced in Section 3.1(a)(i) (after the application of the Deposit plus any accrued interest);

- (b) the agreement to assume the Assumed Liabilities in the form attached hereto as **Schedule “E”** (the **“Assumption Agreement”**), duly executed by Buyer;
- (c) a certificate of status of Buyer;
- (d) the certificates of Buyer to be received by Seller pursuant to Sections 11.1 and 11.3;
- (e) one or more bills of sale, in a form reasonably satisfactory to the Parties, (the **“Bill of Sale”**) duly executed by Buyer, transferring and assigning the Purchased Assets to Buyer, together with such other deeds, bills of sale, conveyances, assurances, transfers, assignments, elections, notifications, consents, approvals, waivers and other agreements, documents and instruments as may be reasonably required by Buyer to complete the Transaction;
- (f) one or more assignment and assumption agreements, in a form reasonably satisfactory to the Parties, (the **“Assignment of Contracts”**), duly executed by Buyer, effecting the assignment to and assumption of the Assumed Contracts;
- (g) an assignment and assumption of lease, in a form reasonably satisfactory to the Parties, (the **“Assignment of Lease”**), duly executed by Buyer, effecting the assignment and assumption of Sierra Realty Corporation’s right, title and interest in, to and under the Lease;
- (h) one or more registrable assignments of intellectual property, in a form reasonably satisfactory to the Parties, (the **“Assignment of IP”**), duly executed by Buyer, effecting the assignment of all of Eastern Meat Solutions Inc.’s right, title and interest in, to and under the registered trademarks listed in Schedule “A” and forming part of the Purchased Assets;
- (i) a trademark license agreement, whereby the Buyer will grant the Seller a limited right to use the “Sierra Supply Chain Services” logo and associated trademarks (the **“License Agreement”**);
- (j) a certificate, duly executed by Buyer, confirming that all of conditions in Article 10 have been satisfied or waived to Buyer’s satisfaction; and
- (k) any other document(s) reasonably required by Seller to be delivered by Buyer to Seller at Closing pursuant to this Agreement.

4.4 Seller’s Deliveries

At or prior to the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) the Bill of Sale, duly executed by Seller and each other member of the Sierra Group that is a necessary party thereto with respect to specific Purchased Assets;
- (b) the Assignment of Contracts, duly executed by Seller and each other member of the Sierra Group that is a necessary party thereto with respect to specific Assumed Contracts;
- (c) the Assignment of Lease, duly executed by Sierra Realty Corporation;
- (d) the Assignment of IP, duly executed by Eastern Meat Solutions Inc.;
- (e) the License Agreement;

- (f) a restrictive covenant agreement, in a form reasonably satisfactory to the Parties, duly executed by Seller, major shareholders of Seller (including Rob Vanden Broek) and Ramesh Nedadur;
- (g) evidence of discharges of all Liens;
- (h) a copy of the issued Approval and Vesting Order;
- (i) the certificates of Seller to be received by Buyer pursuant to Sections 10.1 and 10.2;
- (j) a certificate, duly executed by Seller, confirming that (1) Seller has received the Purchase Price; (2) all of conditions in Article 11 have been satisfied or waived to Seller's satisfaction; and (3) the Transaction has been completed to the satisfaction of Seller; and
- (k) any other document(s) reasonably required by Buyer to be delivered by Seller to Buyer at Closing pursuant to this Agreement.

4.5 Monitor's Certificate

Subject to the terms of the Approval and Vesting Order, upon receipt by Seller of the certificate from Buyer described in Section 4.3(j) and delivery to Buyer of the certificate from Seller to Buyer described in Section 4.4(i), the Monitor shall deliver to the Parties and file with the Court the Monitor's Certificate. The Monitor will have no liability to the Parties or any other Person as a result of filing the Monitor's Certificate or otherwise in connection with this Agreement, the Transaction Documents, or the Transaction (whether based on contract, tort or any other theory).

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants the following to Buyer:

5.1 Organization and Good Standing

Seller is a corporation, duly organized, validly existing and in good standing under the laws of the province of Ontario. Subject to the terms of any Orders issued in the CCAA Proceeding, (a) Seller has the requisite power and authority to enter into and perform its obligations under this Agreement and the other Transaction Documents to which Seller is a party and to consummate the Transaction; and (b) each other member of the Sierra Group has the requisite power and authority to enter into and perform its respective obligations under the Transaction Documents to which it is a necessary party and to consummate the transactions contemplated thereby.

5.2 Authority, Validity, Consents

This Agreement has been duly and validly executed and delivered by Seller and each other Transaction Document required to be executed and delivered by Seller or a member of the Sierra Group at the Closing will be duly and validly executed and delivered by Seller or such member of the Sierra Group at the Closing. Subject to obtaining the Approval and Vesting Order, this Agreement and the other Transaction Documents constitute, with respect to Seller, the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforceability is limited by general principles of equity. Subject to obtaining the Approval and Vesting Order, to Seller's Knowledge, except for:

- (a) entry of the Approval and Vesting Order;
- (b) notices, filings and consents required in connection with the CCAA Proceeding; and
- (c) any consents, approvals or waivers required for Contracts Requiring Consent;

Seller is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of the Transaction, except as would not, individually or in the aggregate, have a Material Adverse Effect.

5.3 Residency

Seller is not a non-resident of Canada for the purposes of the Tax Act.

5.4 HST

Seller is a registrant for purposes of the ETA, and its registration number is 850113283RT0001.

5.5 No Additional Representations and Warranties by Seller; “As is, Where is”

- (a) The sale of the Purchased Assets by Seller is on an “as is, where is” basis as at Closing and without surviving representations or warranties of any kind, nature, or description by Seller or any other Person, except as may be set forth in this Article 5. Neither Seller nor any of its Affiliates, advisors, agents or Representatives nor any other Person, makes any representation or warranty as to title, description, fitness for purpose, merchantability, quantity, conditions, quality, or value of any of the Purchased Assets.
- (b) Except as expressly contained in this Agreement, Seller disclaims and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, that may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to Buyer in any manner including any opinion, information, or advice that may have been provided to Buyer by Seller or any of its Affiliates or Representatives, or the Monitor or its Affiliates or Representatives in connection with this Agreement, the Purchased Assets or in relation to the Transaction (including in connection with any due diligence conducted by Buyer in relation thereto).
- (c) Buyer acknowledges and confirms to Seller that it is solely relying on its own investigations concerning the Purchased Assets and it has not relied on any statements or advice from Seller, the Monitor, or their respective Affiliates or Representatives in connection with the Transaction. Buyer acknowledges and agrees that it is familiar with the nature of the Purchased Assets, that Seller and the Monitor have provided Buyer with sufficient opportunity to conduct due diligence with respect to the Purchased Assets at the sole cost, risk and expense of Buyer (insofar as Seller and the Monitor could reasonably provide such access in accordance with the SISP) and that Buyer is not relying upon any representation or warranty of Seller or any other Person with respect to the Purchased Assets, except as expressly contained in this Article 5. Buyer further acknowledges that, except as otherwise expressly set forth in this Agreement, neither Seller, nor any other Person, is making any representations, warranties, promises or statements, express or implied or by statute as to any cause, matter or thing whatsoever. It is Buyer’s sole responsibility to obtain, at its own expense, any consents to such transfer of the Purchased Assets and any further documents or assurances which are necessary or desirable in the circumstances to complete the Transaction. Without limiting the

generality of the foregoing, any and all conditions, warranties and representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply to the sale of the Purchased Assets and are waived by Buyer.

- (d) For greater certainty, Seller does not make any representation or warranty, express or implied, of any kind, at law or in equity, with respect to:
 - (i) the accuracy or completeness of any information supplied by Seller or its Affiliates or Representatives or the Monitor or its Affiliates or Representatives in connection with the Purchased Assets or the Transaction; or
 - (ii) the Purchased Assets;
- (e) Except for its express rights under this Agreement, Buyer hereby waives all rights and remedies (whether now existing or hereafter arising and including all equitable, common law, tort, contractual and statutory rights and remedies) against Seller and the Monitor and their Affiliates and Representatives in respect of the Purchased Assets or the Transaction or any representations or statements made, direct or indirect, express or implied, or information or data furnished to Buyer or its Representatives, in connection herewith (whether made or furnished orally or by electronic, faxed, written or other means).

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

6.1 Organization and Good Standing

Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the province of Ontario. Buyer has the requisite power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted.

6.2 Authority; Validity; Consents

Buyer has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the Transaction. The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the Transaction have been duly and validly authorized by all requisite corporate actions in respect thereof. This Agreement has been duly and validly executed and delivered by Buyer and each other Transaction Document to which Buyer is a Party will be duly and validly executed and delivered by Buyer, as applicable, at the Closing. This Agreement and the other Transaction Documents to which Buyer is a party constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity. Subject to obtaining the Approval and Vesting Order, to Buyer's Knowledge, except for:

- (a) entry of the Approval and Vesting Order;
- (b) notices, filings and consents required in connection with the CCAA Proceeding;

- (c) any consents, approvals or waivers required for Contracts Requiring Consent; and
- (d) any Governmental Authorizations required for the operation of the Business as presently conducted;

Buyer is not required to give any notice to, make any filing with or obtain any consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of the Transaction, except as would not, individually or in the aggregate, affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the Transaction.

6.3 No Conflict

When the consents and other actions described in Section 6.2 have been obtained and taken, the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the Transaction will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of Buyer under (a) any agreement, indenture, or other instrument to which it is bound, (b) the constating documents of Buyer, as applicable, (c) any Order or (d) any Legal Requirement.

6.4 Availability of Funds

As of the Closing, Buyer will have sufficient cash in immediately available funds (without giving effect to any unfunded financing, regardless of whether any such financing is committed) to pay the Purchase Price, all costs, fees and expenses to be paid by Buyer that are necessary to consummate the Transaction and the other Transaction Documents, and assume and satisfy the Assumed Liabilities.

6.5 Litigation

There are no Proceedings pending or, to the Knowledge of Buyer, threatened, that would affect Buyer's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the Transaction.

6.6 Business Use, Bargaining Position, Representation

Buyer is purchasing the Purchased Assets for commercial or business use and has knowledge and experience in financial and business matters that enables it to evaluate the merits and the risks of a transaction such as the Transaction. Buyer is not in a significantly disparate bargaining position with Seller and is represented by legal counsel.

6.7 Residency

Buyer is not a non-resident of Canada for the purposes of the Tax Act.

6.8 HST

At Closing, the Buyer will be a registrant for purposes of the ETA, and its registration number will be 750318024RT0001.

ARTICLE 7
ACTIONS PRIOR TO THE CLOSING DATE

7.1 Due Diligence

Buyer acknowledges that it has, prior to the execution hereof, been given sufficient opportunity to:

- (a) review Seller's right, title, and interest in and to the Purchased Assets; and
- (b) conduct independent due diligence in accordance with the SISP with all matters related to the Transaction and this Agreement, including with respect to the Business, the Purchased Assets, and the Assumed Liabilities;

and that it has satisfied itself in regard to Seller's Interest to the Purchased Assets. Buyer expressly waives all defects (if any) relating either to Seller's Interest in the Purchased Assets, whether disclosed by Buyer's review or otherwise.

7.2 Operations Prior to the Closing Date

Seller covenants and agrees that, except (a) as expressly contemplated by this Agreement, (b) with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed) or (c) as otherwise required by Legal Requirements, after the Effective Time and prior to the Closing Date:

- (a) Seller shall:
 - (i) to the extent practicable in the circumstances and subject to the CCAA Proceeding, continue to operate the Business in the ordinary course and use commercially reasonable efforts to preserve the Business; and
 - (ii) maintain the Books and Records and accounts in accordance with past custom and practice;
- (b) Seller shall not, prior to the Closing Date:
 - (i) abandon any of the Purchased Assets;
 - (ii) sell, lease, encumber, or otherwise dispose of all or any portion of any Purchased Assets other than in the ordinary course of business;
 - (iii) except as has been approved by the Monitor, grant to any employee of Seller, any increase in compensation except in the ordinary course of Seller's business and consistent with past practice or pursuant to an Order granted in the CCAA Proceeding; or
 - (iv) enter into any agreement or commitment to take any action prohibited by this Section 7.2(b); and
- (c) Seller shall:
 - (i) in good faith, provide or make available to Buyer and its Representative access to information of the Seller, including books of account, business and financial records, leases, agreements, and other documents of or relating to the Business which Buyer or its Representatives consider necessary or advisable for the purpose of Buyer's due diligence;

- (ii) permit reasonably access to Seller's facilities to observe business operations, with the intent of informing Buyer's integration plan; and
- (iii) facilitate introductory meetings between Buyer and the top three customers and top three suppliers of the Business (as defined by proportion of revenue and costs, respectively).

7.3 Court Approval

- (a) Seller and Buyer acknowledge that this Agreement and the Transaction are subject to, among other things, the Court issuing the Approval and Vesting Order. Seller's and/or Sierra Group's motion for the Approval and Vesting Order shall be made on notice to the service list in the CCAA Proceeding as well as any other Third Party required by Applicable Law or reasonably requested by Buyer. Seller covenants to bring the motion for the Approval and Vesting Order to the Court, and Buyer covenants to support such motion.
- (b) Buyer acknowledges that the Transaction will close notwithstanding that the appeal period with respect to the Approval and Vesting Order has not yet expired.

ARTICLE 8 TAXES

8.1 Transfer Taxes

All amounts payable by Buyer to Seller pursuant to this Agreement do not include any value-added, sales, use, consumption, multi-staged, personal property, customs, excise, stamp, land transfer, or similar taxes, duties, or charges (collectively "**Transfer Taxes**"), and all Transfer Taxes are the responsibility and for the account of Buyer. If Seller is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from Buyer, then Buyer shall pay such Transfer Taxes to Seller at the Closing Date, unless Seller agrees that Buyer qualifies for an exemption from any such applicable Transfer Taxes, in which case Buyer shall, in lieu of payment of such applicable Transfer Taxes to Seller, deliver to Seller such certificates, elections, or other documentation required by Applicable Law or the administration thereof to substantiate and effect the exemption claimed by Buyer. Where Seller is not required by Applicable Law or by administration thereof to collect applicable Transfer Taxes, Buyer shall pay such Transfer Taxes directly to the appropriate taxing authority and shall provide evidence of such payment to Seller upon request. Buyer shall, at all times, indemnify and hold harmless Seller, its directors, officers, and employees against and in respect of any and all amounts assessed by any taxing authority in respect of any failure on the part of Buyer to pay applicable Transfer Taxes, including all taxes, interest, and penalties assessed and including all reasonable legal and professional fees incurred by Seller, its directors, officers, employees and other Representatives as a consequence of or in relation to any such assessment. Notwithstanding anything else in this Agreement, this indemnity shall survive the Closing in perpetuity and shall not be subject to any caps, thresholds or other restrictions. Seller and Buyer shall use commercially reasonable efforts and cooperate in good faith to reduce or eliminate any Transfer Taxes applicable to the sale and transfer of the Purchased Assets. Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer Taxes, and, if required by Applicable Law, the Parties will, and will cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

8.2 ETA Elections

If Buyer and Seller, acting reasonably, agree that the elections described herein are legally available to be made, Buyer and Seller shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA and

under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets hereunder, and Buyer shall file such elections with Canada Revenue Agency and any other applicable Governmental Authorities within the time and in the manner required by Applicable Law, and provide Seller with proof of receipt by Canada Revenue Agency or such other applicable Governmental Authority of the receipt of such elections. Buyer shall indemnify and hold Seller harmless from and against any Taxes payable under the ETA or other applicable provincial legislation and any penalty or interest in respect thereof that may be payable by or assessed against Seller as a result of or in connection with Seller's failure to collect the applicable Taxes payable under the ETA or other applicable provincial legislation on the sale of the Purchased Assets hereunder, including any such Taxes, penalties and interest arising as a result of any failure or refusal by any Governmental Authority to accept any such election or on the basis that any such election was inapplicable, invalid or not properly made. Notwithstanding anything else in this Agreement, this indemnity shall survive the Closing in perpetuity and shall not be subject to any caps, thresholds or other restrictions.

8.3 Other Tax Elections

Buyer and Seller shall execute and deliver such other Tax elections and forms as they may mutually agree upon.

Buyer and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to Books and Records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, the prosecution or defense of any claims, suit or proceeding relating to any Tax, and the claiming by Buyer of any federal, provincial or local business tax credits or incentives that Buyer may qualify for in any of the jurisdictions in which any of the Purchased Assets are located; *provided however*, that neither Buyer nor Seller shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section shall be borne by the Party requesting it.

ARTICLE 9 EMPLOYEES

9.1 Employee Matters

- (a) Prior to, but conditional on, Closing and with effect as of Closing, Buyer shall make written offers of employment to those current or former employees of Seller listed on **Schedule "F"** hereto. Such offers of employment shall be made to the employees on substantially the same terms and conditions in the aggregate (including with respect to title, duties, reporting relationships, compensation, incentive opportunity, benefits, vacation entitlement, termination entitlements, hours of work and work location) as those terms of employment currently disclosed as existing with Seller in respect of such employees as at the date of the Initial Order, which, for greater certainty, does not include any additional compensation provided to such employees as a result of a Court Order in the CCAA Proceeding. In addition, Buyer shall, from and after Closing, assume all obligations to and continue the engagements of all contractors and consultants of Seller also listed on **Schedule "F"** hereto and, without limitation, assume all obligations in connection with the termination of any engagement occurring on or after Closing.
- (b) All of the employees of Seller listed on **Schedule "F"** hereto who accept Buyer's offer of employment, or who otherwise continue in employment with Buyer following the Closing and all

contractors and consultants of Seller listed on **Schedule “F”** shall hereinafter be referred to as **“Assumed Employees”**. Buyer shall recognize all service of Assumed Employees with Seller or, if longer, as recognized by Seller. Seller will cooperate with Buyer in giving notice to the employees concerning such matters referred to in this Section 9.1 as are reasonable under the circumstances.

- (c) Buyer shall assume the obligations of Seller with respect to the vacation entitlements of the Assumed Employees on the same terms and conditions as such Assumed Employees would have been entitled had they remained in the employment of Seller. Buyer shall assume and be responsible for all liabilities and obligations with respect to the Assumed Employees incurred following the Closing Date, including all severance pay, termination pay, pay in lieu of notice, damages and other liabilities (including claims based on such Assumed Employees’ past service with Seller), which will be provided in all cases in accordance with Applicable Law and, where applicable, in accordance with any written employment agreement entered into between the Buyer and the Assumed Employees.
- (d) Seller shall be responsible for all liabilities and obligations with respect to employees of Seller up to and including the Closing Date and all liabilities and obligations with respect to any employees who do not accept offers of employment from Buyer made in accordance with the terms of this Agreement, including, in both cases, liabilities and obligations related to any required notice of termination, termination or severance pay (required under Applicable Law or under contract), employment insurance, workplace safety and insurance/workers’ compensation, Canada Pension Plan, salary or wages, statutory holiday pay, overtime pay, payroll or employer health taxes, commissions, bonuses, employee benefit plan payments or contributions, vacation entitlements and any other claims.

ARTICLE 10

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER TO CLOSE

The obligation of Buyer to consummate the Transaction is subject to the satisfaction or, if permissible, waiver by Buyer, at or prior to Closing, of each of the following conditions, failing which Buyer shall be entitled in its sole discretion to terminate this Agreement:

10.1 Accuracy of Representations

The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties that are qualified as to materiality or similar expressions shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties that are confined to a specified date shall speak only as of such date), and Buyer shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof.

10.2 Seller’s Performance

The covenants and agreements that Seller is required to perform or to comply with pursuant to this Agreement at or prior to Closing shall have been duly performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and Buyer shall have received a certificate of Seller to such effect signed by a duly authorized Representative thereof.

10.3 No Order

No Governmental Authority shall have enacted, issued, promulgated or entered any Order to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets or the consummation of the Transaction.

10.4 Seller's Deliveries

Each of the deliveries required to be made to Buyer pursuant to Section 4.3(a) shall have been so delivered.

10.5 Approval and Vesting Order

The Court shall have issued the Approval and Vesting Order.

10.6 Governmental Authorizations

Buyer shall have obtained all Governmental Authorizations necessary for the operation of the Business as presently conducted and proposed to be conducted, including, without limitation, the 2024 Chicken and Chicken Products Tariff Rate Quota (ALOC #99255) issued to Eastern Meats Solutions Inc. by Global Affairs Canada and the 2024 Beef and Veal Tariff Rate Quota (EIPA No. 99255) issued to Eastern Meat Solutions Inc. by Global Affairs Canada. Seller will assist Buyer in its efforts to obtain any such Governmental Authorizations by providing such information and assistance as Buyer or its Representatives may reasonably request.

10.7 Assumed Employees

The Key Employees shall have accepted Buyer's offers of employment.

10.8 Assignment of Lease

The Buyer shall have received the Assignment of Lease, duly executed by 275 Walker Drive Holdings Limited, as landlord.

10.9 Contracts Requiring Consent

The Buyer shall have received all consents, approvals or waivers required for the assignment to Buyer of the Contracts Requiring Consent, to the extent not otherwise addressed pursuant to the Approval and Vesting Order.

10.10 Customer and Supplier Introductions

The Seller shall have facilitated introductory meetings with the top four customers and top four suppliers of the Business (as defined by proportion of revenue and cost, respectively) and such customers and suppliers shall not have indicated an intention to discontinue, terminate or materially alter their relationship with the Business and Buyer post-Closing.

ARTICLE 11 CONDITIONS PRECEDENT TO THE OBLIGATION OF SELLER TO CLOSE

Seller's obligation to consummate the Transaction is subject to the satisfaction or, if permissible, waiver by Seller, at or prior to the Closing, of each of the following conditions, failing which Seller shall be entitled in its sole discretion to terminate this Agreement:

11.1 Accuracy of Representations

The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (except that those representations and warranties that are qualified as to materiality or similar expressions shall be true and correct in all respects) as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (provided that representations and warranties that are confined to a specified date shall speak only as of such date), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

11.2 Approval and Vesting Order in Effect

The Court shall have issued the Approval and Vesting Order.

11.3 Buyer's Performance

The covenants and agreements that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects (except that those covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions shall have been duly performed and complied with in all respects), and Seller shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof.

11.4 No Order

No Governmental Authority shall have enacted, issued, promulgated or entered any Order to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets or the consummation of the Transaction.

11.5 Buyer's Deliveries

Each of the deliveries required to be made to Seller pursuant to Section 4.3 shall have been so delivered.

ARTICLE 12 COVENANTS

12.1 Limitation of Liability and Remedies

Buyer agrees that (i) Deloitte Restructuring Inc. has been appointed by the Court as Monitor of Seller and certain of its Affiliates; (ii) Deloitte Restructuring Inc. is acting solely in its capacity as Monitor of Seller, without personal or corporate liability; (iii) Deloitte Restructuring Inc., its Affiliates and the agents, officers, partners, employees and other Representatives of each of Deloitte Restructuring Inc. and its Affiliates shall have no personal or corporate liability of any nature or kind whatsoever, whether in contract, in tort, or at common law or equity as a result of or in any way connected with the Transaction, the SISP, this Agreement, or any other Transaction Documents or as a result of Seller performing or failing to perform any of its obligations hereunder.

12.2 Buyer's Fees & Costs

Buyer shall be solely liable for and shall pay all fees and expenses (including legal, accounting or investment banking fees and expenses) incurred by it in connection with this Agreement and the Transaction.

12.3 Corporate Name

Within one hundred and twenty (120) days following the Closing, the Seller shall, and shall cause each other member of the Sierra Group (as applicable) to, amend its organizational and governing document (including any business or trade name filings) to change its corporate name to a name that in no way resembles “Sierra”, “Sierra Custom”, “Sierra Custom Foods” or “Sierra Supply Chain Services” or any derivations thereof. After the Closing, neither Seller nor any other member of the Sierra Group nor any of their respective Affiliates shall operate any business under the “Sierra” mark, the “Sierra Custom” mark, the “Sierra Custom Foods” mark, the “Sierra Supply Chain Solutions” mark or any similar mark or derivations thereof. The Seller shall provide such assistance as may reasonably be requested by the Buyer in connection with the Buyer changing its corporate name to a name containing “Sierra Custom Foods” or a name similar thereto.

ARTICLE 13 LIABILITIES AND INDEMNITIES

13.1 General Indemnity

If Closing occurs, Buyer shall, without any further necessary action on the part of Seller or Buyer:

- (a) assume, perform, pay, discharge and be liable to Seller for; and
- (b) as a separate covenant, save and hold harmless and indemnify Seller and all of its subsidiaries, Affiliates, officers, directors, shareholders, employees, agents, lawyers and other Representatives from and against;

all Liabilities suffered, sustained, paid or incurred by any indemnified person to the extent arising or accruing on or after the Closing Date and which relate to: (i) the Assumed Liabilities; (ii) the operation, ownership, and use of the Purchased Assets arising or accruing on or after the Closing; (iii) the material inaccuracy of any of Buyer’s representations or warranties herein; (iv) the material breach of any of Buyer’s covenants herein; and (v) any commissions, finder’s fees or similar fees due or claimed by any broker, agent or salesperson claimed directly against Seller as a result of an agreement entered into by Buyer; provided, however, the foregoing indemnity shall not extend to, and Buyer shall not be responsible to any indemnified person or any other party for any claims or losses for or in respect of any special, punitive, consequential or indirect damages including any claim for or any losses attributable in whole or in part to loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence. Buyer’s indemnity obligation set forth in this Section 13.1 shall survive Closing indefinitely, except that Buyer’s indemnity obligation with respect to matters set out in clause (iv) above shall survive the Closing for a period of 24 months.

13.2 No Merger

There shall not be any merger of any liability or indemnity hereunder in any assignment, conveyance, transfer or document delivered pursuant hereto notwithstanding any rule of law, equity or statute to the contrary and all such rules are hereby waived.

ARTICLE 14 TERMINATION

14.1 Grounds for Termination

This Agreement may be terminated at any time prior to Closing;

- (a) by mutual written agreement of Seller (with the consent of the Monitor) and Buyer;
- (b) by either Seller (with the consent of the Monitor) or Buyer pursuant to the provisions of Article 10 or Article 11, as applicable, provided the terminating Party has not breached its obligations under the Agreement in such a manner as to cause a condition not to be fulfilled; or
- (c) by either Seller or Buyer if Closing has not occurred on or before October 18, 2024 (the “**Outside Date**”), which may be extended to such other date as Seller and Buyer may agree in writing (with the consent of the Monitor).

14.2 Effect of Termination

If this Agreement is terminated by Seller or Buyer pursuant to Section 14.1, then Section 15.8 shall remain in full force and effect following any such permitted termination, and the remedies available to the Parties in respect of such termination shall be governed by Section 14.3.

14.3 Disposition of Deposit

- (a) If this Agreement is terminated prior to Closing for any reason other than pursuant to Article 11 and Section 14.1(b), the Deposit (plus any interest that has actually accrued thereon) shall be forthwith returned to Buyer without deduction or set-off.
- (b) If this Agreement is terminated prior to Closing pursuant to Article 11 and Section 14.1(b), Seller shall be entitled to retain the Deposit (plus any interest that has actually accrued thereon) as liquidated damages, representing the Parties’ genuine pre-estimate of the minimum quantum of damages that will have been sustained by Seller as a result of the failure to consummate the Transaction.

ARTICLE 15 GENERAL PROVISIONS

15.1 Confidentiality

- (a) Buyer NDA shall remain in full force and effect in accordance with its terms, which are incorporated herein by reference, until Closing. Following Closing, Buyer NDA shall only remain in full force and effect with respect to all Confidential Information (as defined in the Buyer NDA) that does not comprise or relate to the Purchased Assets, but shall terminate with respect to all Confidential Information (as defined in the Buyer NDA) that comprises or relates to the Purchased Assets.
- (b) In addition to Buyer’s obligations under the Buyer NDA, each of Buyer and Seller covenants and agrees that neither it nor its respective Affiliates or Representatives, will disclose the existence or terms of this Agreement or the fact of its execution and delivery to any Third Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or

delayed, except (a) as and to the extent required by Applicable Law or permitted under the terms of this Agreement, including without limitation pursuant to Section 15.10 hereof, (b) to their respective Affiliates and Representatives, (c) in the case of Seller, to any Third Party deemed necessary by Seller in order to obtain the Approval and Vesting Order, (d) in the case of Seller, as may be required under the CCAA Proceeding in connection with the CCAA Proceeding or the Sale Approval Motion or in any Monitor's reports, or (e) as otherwise may be required or authorized by the Court. The Parties will cooperate and consult with one another, to the extent reasonably practicable, with respect to the issuance of any press release or other public statement regarding this Agreement and the Transaction. In connection with the Sale Approval Motion, Seller shall be permitted to redact from the version of this Agreement served or publicly filed or posted all Personal Information, the amount of the Deposit and the Purchase Price and any other economic terms of this Agreement and seek a sealing order from the Court in respect of such information.

15.2 Survival

All covenants and agreements contained herein that by their terms are to be performed in whole or in part, or that prohibit actions, subsequent to the Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive the Closing in accordance with their terms. Subject to the following sentence, all other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof. Notwithstanding anything to the contrary, the indemnity obligations set forth in Sections 2.4(b), 8.1, 8.2, and 13.1, and confidentiality obligations set out in Section 15.1, shall survive indefinitely.

15.3 Notices

All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email (with read receipt requested, with the receiving Party being obligated to respond affirmatively to any read receipt requests delivered by the other Party), (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and Representatives (if applicable) set forth below (or to such other addresses and Representatives as a Party may designate by notice to the other Parties):

(a) If to Seller, then to:

Sierra Custom Foods Inc.
5090 Explorer Road, suite 203
Mississauga, Ontario L4W 4T9

Attention: Robert Vanden Broek
E-mail: Rob.VandenBroek@sierrascs.com

with a copy (which shall not constitute notice) to:

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington St. West, Suite 3200
Toronto, Ontario M5X 1G5

Attention: D.J. Miller, Rebecca Kennedy and Adam Driedger
E-mail: djmiller@tgf.ca; rkennedy@tgf.ca and adriedger@tgf.ca

(b) If to Buyer, then to:

1001000161 Ontario Limited
128 Hedgedale Road
Brampton, Ontario L6T 5L2

Attention: Tony Aziz
E-mail: taziz@amirqualitymeats.com

With a copy (which shall not constitute note) to:

DLA Piper (Canada) LLP
Suite 6000, 1 First Canadian Place
PO Box 367, 100 King St W
Toronto, ON M5X 1E2

Attention: Ted Maduri
E-mail: ted.maduri@dlapiper.com

(c) in each case, with a further copy to the Monitor as follows:

Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto, ON M5H 0A9

Attention: Jorden Sleeth, Todd Ambachtsheer and Matthew Hong
E-mail: jsleeth@deloitte.ca, tambachtsheer@deloitte.ca and mahong@deloitte.ca

With a copy to:

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Attention: Robert Kennedy, and Valerie Cross
E-mail: Robert.kennedy@dentons.com and Valerie.cross@dentons.com

15.4 Waiver, Waiver of Damages

Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Applicable Law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand. Notwithstanding anything to the contrary contained herein, no Party shall be

liable to the other for special, indirect, exemplary or punitive damages arising out of, associated with, or relating to this Agreement (including loss of profit or business interruptions, however same may be caused) and the Parties hereby waive all claims for any such damages.

15.5 Entire Agreement; Amendment

This Agreement, the other Transaction Documents and the Buyer NDA (as modified hereby) supersede all prior agreements (including those relating to confidentiality) between Buyer, on the one hand, and Seller, on the other hand, with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between Buyer, on the one hand, and Seller, on the other hand, with respect to their subject matter.

This Agreement represents the final agreement between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements between the Parties. There are no unwritten oral agreements between the Parties. The Parties make no representations or warranties to each other, except as contained in this Agreement or in the other Transaction Documents. All prior agreements and understandings between the Parties hereto with respect to the Transaction, whether oral or written, are superseded by, and are deemed to have been merged into, this Agreement unless otherwise expressly provided herein or in the Approval and Vesting Order.

This Agreement may not be amended except by a written agreement executed by all of the Parties.

15.6 Assignment

This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Party (which consent may be granted or withheld in the sole discretion of such other Party, and in the case of Seller, prior written consent of the Monitor); provided however, that Buyer shall be permitted, upon prior notice to Seller and the Monitor (which notice shall expressly identify the name, address and contact information of any such assignee and which must be delivered on or before the third (3rd) Business Day following the date of execution hereof), to assign all or part of its rights or obligations hereunder to one or more of its Affiliates, provided such assignee agrees to be bound by the terms of this Agreement, but no such assignment shall relieve Buyer of its obligations under this Agreement.

15.7 Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

15.8 Expenses

Whether or not the Transaction is consummated, except as otherwise provided in this Agreement, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the Transaction.

15.9 Post-Closing Books and Records and Personnel

For a period of five years from the Closing Date or for such longer period as may be reasonably required for Seller (or any trustee in bankruptcy of the estate of Seller) to comply with Applicable Law, Buyer will retain all original Books and Records that are transferred to Buyer under this Agreement, but Buyer is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by Buyer pursuant to this Agreement, Seller (and any Representative, agent, former director or officer or trustee in bankruptcy of the estate of Seller, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of Buyer.

15.10 Public Announcements

Seller and the Monitor and their Representatives shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than the amount of the Deposit and the Purchase Price, any other economic terms of this Agreement and any other information which Buyer advises Seller in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings, provided that such information has been redacted. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of Seller or any of its Affiliates under Applicable Laws, Seller shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the other Parties, which shall not be unreasonably withheld or delayed.

15.11 Time of Essence

Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

15.12 Governing Law; Consent to Jurisdiction and Venue;

- (a) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the Province of Ontario applicable hereto.
- (b) The Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transaction and any and all claims relating to the foregoing shall be filed and maintained only in the Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by email (in accordance with Section 15.3) or any other manner permitted by law.

15.13 Parties in Interest; No Third-Party Beneficiaries

Subject to issuance of the Approval and Vesting Order, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

15.14 Counterparts

This Agreement and any amendment hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument. Notwithstanding anything to the contrary in Section 15.3, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

15.15 No Liability for Monitor

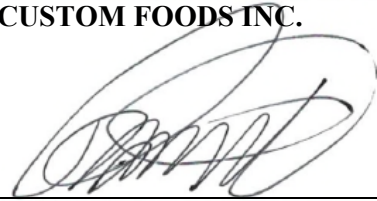
In addition to all of the protections granted to the Monitor under the CCAA or any order of the Court in this CCAA Proceeding, Seller and Buyer acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Sierra Group and not in its personal capacity, will have no Liability, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever as Monitor.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized Representatives, all as of the day and year first above written.

SIERRA CUSTOM FOODS INC.

Per:



Name: Robert Vanden Broek
Title: Chief Executive Officer

Per:

Name:
Title:

I have authority to bind the Corporation

1001000161 ONTARIO LIMITED

Per:

Name: Tony Aziz
Title: President

I have authority to bind the Corporation

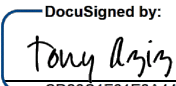
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized Representatives, all as of the day and year first above written.

SIERRA CUSTOM FOODS INC.

Per: _____
Name: _____
Title: _____
Per: _____
Name: _____
Title: _____

I have authority to bind the Corporation

1001000161 ONTARIO LIMITED

DocuSigned by:
Per:  _____
Name: Tony Aziz
Title: President

I have authority to bind the Corporation

SCHEDULE A

PURCHASED ASSETS

The Seller acknowledges that certain Purchased Assets used in relation to the Business are held by its Affiliates, and subject to the granting of the Approval and Vesting Order, both the Seller and its Affiliates shall deliver these specific Purchased Assets to the Buyer on Closing. For greater certainty, except as expressly described below, no other assets of any Affiliate of the Seller form a part of the Purchased Assets.

The “**Purchased Assets**” are as follows:

1. All Inventory of the Business, excluding any expired, defective or damaged Inventory;
2. All furniture, fixtures, equipment, machinery, parts, tool, accessories, supplies and other tangible personal property of the Business, including such property in respect of which Seller or another member of the Sierra Group is lessee or licensee, including, for the avoidance of doubt such tangible personal property described in Schedule A.1 or located upon the premises located at 275 Walker Drive, Brampton, Ontario, L6T 3W5 as of the Closing;
3. All intellectual property owned by Seller or another member of the Sierra Group and held as part of or used in the Business, including, without limitation:
 - (a) the registered trademarks described in Schedule A.2;
 - (b) the internet domain names described in Schedule A.2;
 - (c) the social media accounts and/or rights thereto (including handles and login credentials) described in Schedule A.2;
 - (d) customer and vendor lists of the Seller (including, without limitation, names and addresses, purchase history and mailing lists); and
 - (e) (i) unregistered trademarks, trade names, brands, logos, slogans and other source of business identifiers, including, without limitation, the “Sierra Custom Foods” logo and related trademarks, together with all goodwill connected with the use of and symbolized by the foregoing; (ii) works of authorship and other copyrightable subject matter, published or unpublished, including copyrights, labels, designs, artworks, databases, software, website content, and standards (and all translations, derivative works, adaptations, compilations and combinations of the foregoing); (iii) trade secrets, confidential information, know-how, inventions, ideas, production processes and techniques, recipes, proprietary information, information that derives economic value from not being generally known; and (iv) all other intellectual property and related proprietary rights in any part of the world, including the right to apply for, and all applications for, any of the foregoing rights and the right and recover and retain damages, costs and legal fees for past, present and future infringement, misappropriation, dilution, or other violation of any of the foregoing, and any other rights relating to any of the foregoing;
4. The Assumed Contracts;

5. All arrangements with trade suppliers required for the conduct of the Business as currently conducted, including, without limitation, Olymel L.P., telephone and internet service providers, utilities, sanitation;¹
6. All Books and Records of the Seller, including, for the avoidance of doubt, documented food safety programs, regulatory information, employee information in respect of Assumed Employees, and financial information related to the Business;
7. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained from Governmental Authorities which are held by the Seller or another member of the Sierra Group and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, and which are capable of being assigned, including, without limitation, the 2024 Chicken and Chicken Products Tariff Rate Quota (ALLOC #99255) issued to Eastern Meats Solutions Inc. by Global Affairs Canada and the 2024 Beef and Veal Tariff Rate Quota (EIPA No. 99255) issued to Eastern Meat Solutions Inc. by Global Affairs Canada;
8. All computer software programs (and all enhancements, versions, releases and updates thereto and all related programming and user documentation), computer hardware (whether general or specific purpose), information technology, telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized and/or software systems and any other networks or systems and related services that are used by or relied on by Sellers or another member of the Sierra Group in the conduct of the Business, including, without limitation, Carlisle plant floor software, Navision finance software, and Dayforce/Ceridian time and attendance software;
9. All of Seller's and any other member of the Sierra Group's rights under warranties, indemnities and similar rights against Third Parties to the extent related to any Purchased Assets;
10. All of Seller's rights to, and in respect of, any telephone numbers and email addresses used in the Business; and
11. All goodwill associated with the Business.

¹ In transferring these arrangements, there will be no cure costs triggered that will need to be paid by the Seller.

SCHEDULE A.1 EQUIPMENT

Sierra Custom Foods Inc.
Fixed Assets
March 31,2024

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000541	Vemag, tow chamber	451,296	(45,130)	406,166	PROCESSEQU	Vemag Equipment
FA0000944	Eagle Pack 400HC Xray Machine	373,282	(37,328)	335,954	PROCESSEQU	X-Ray machine
FA0000542	Breast Trimming Line	419,935	(215,738)	204,197	PROCESSEQU	Food mate
FA0000822	Consulting Leasehold	175,000	(12,396)	162,604	LEASEHOLD	
FA0000465	Wishbone remover / rib cutters	375,695	(218,575)	157,120	PROCESSEQU	Food Mate
FA0000858	New Freezer - Supply & Install	158,000	(43,164)	114,836	LEASEHOLD	
FA0000940	Cooler in the Big Blast	124,106	(12,773)	111,333	PROCESSEQU	
FA0000396	M-Marelec-5092 Meat Slicer	323,004	(224,255)	98,749	PROCESSEQU	Marlec Slicer
FA0000883	Demolition & Renovation at 275	88,000	(16,133)	71,867	LEASEHOLD	
FA0000904	YVF Setup in Sierra Plant	83,030	(13,838)	69,192	LEASEHOLD	for Organic set up
FA0000504	M-FGM26-17024 Fomaco 26SC m2	149,218	(82,001)	67,216	PROCESSEQU	IQF Injector
FA0000958	2017 RMD6025-32 Lift Truck	61,451	(2,123)	59,328	LPLANTEQUI	Material Handling equipment
FA0000526	M-Marelec-6193 compact grader	111,469	(59,900)	51,569	PROCESSEQU	Marlec Slicer
FA0000835	Weigh-Wrap Label	66,749	(16,565)	50,184	PROCESSEQU	
FA0000503	M-Marelec-6105 compact grader	111,061	(61,033)	50,028	PROCESSEQU	Marlec Slicer
FA0000687	POSS Design Limited Pro 3000	148,028	(100,159)	47,869	LPROCESEQU	POSS
FA0000836	KMAT Meat Scan SN 91910222	60,953	(13,712)	47,241	PROCESSEQU	Bench NIR Analyser for Meat - FSQ
FA0000898	Digi LI-700 Weigh Labeller	54,863	(9,144)	45,719	LPROCESEQU	Tray Pack
FA0000855	Hot Water Tank	56,450	(12,231)	44,219	PLANTEQUIP	
FA0000945	2017 RMD6025-32 Lift Truck	48,226	(4,823)	43,403	LPLANTEQUI	Material Handling equipment
FA0000918	Ceiling Reconstruction - BRAMP	50,000	(7,500)	42,500	LEASEHOLD	
FA0000894	Pick & Place Packaging Line	51,908	(11,036)	40,872	PROCESSEQU	Tray Pack
FA0000808	Landscaping Front Lawn	59,900	(19,967)	39,933	LEASEHOLD	
FA0000925	Refrigeration/HVAC Work	43,950	(5,860)	38,090	PROCESSEQU	
FA0000693	Prod. Office/Small Blast -Ph.3	80,106	(42,942)	37,163	LEASEHOLD	
FA0000924	Refrigeration/HVAC Work	41,550	(5,540)	36,010	PROCESSEQU	
FA0000930	Metal Detector & Conveyor	40,676	(4,746)	35,930	LPROCESEQU	Metal Detector
FA0000750	Metal Detector 14X8S-EPS	61,440	(26,495)	34,946	LPROCESEQU	Metal Detector

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000942	Condensing Unit to Blast	37,678	(3,140)	34,538	PROCESSEQU	
FA0000892	Refrigeration/HVAC Work	40,160	(7,363)	32,797	PROCESSEQU	
FA0000704	Vacuum Tumbler Type B4000	80,000	(49,117)	30,883	LPROCESEQU	Marination
FA0000864	Inspection Table with Incline	37,500	(7,500)	30,000	PROCESSEQU	
FA0000839	Installation of Urethane	41,110	(11,800)	29,310	LEASEHOLD	
FA0000891	Install Transformer & Wiring	36,500	(7,415)	29,085	LEASEHOLD	for Organic set up
FA0000807	JK-5000SUS AUTOMATIC 650WX500H	39,823	(11,283)	28,540	PLANTEQUIP	
FA0000844	FRP Panels Installation	36,286	(7,862)	28,424	LEASEHOLD	for Organic set up
FA0000765	Combo Dumper	40,000	(12,667)	27,333	LPROCESEQU	Food Mate
FA0000946	ELGI Air Compressor EG22	29,300	(2,442)	26,858	PLANTEQUIP	
FA0000638	2019 DIGI packaging equipment	43,959	(17,823)	26,136	LPLANTEQUI	Tray Pack
FA0000840	Floor Re-Sloping	35,316	(10,018)	25,298	LEASEHOLD	
FA0000953	Stainless Steel Containers	26,130	(1,307)	24,824	PROCESSEQU	
FA0000582	2018 DIGI single labeller	44,734	(20,876)	23,858	LPLANTEQUI	Tray Pack
FA0000708	Marination Room Reno	48,993	(25,177)	23,816	LEASEHOLD	Marination
FA0000756	Chicken Wing Portioner	29,600	(5,881)	23,719	LPROCESEQU	Wing Splitter
FA0000676	Supply & Install Breaker	36,869	(13,467)	23,402	PLANTEQUIP	
FA0000841	Floor Re-Surfacing	31,575	(9,209)	22,366	LEASEHOLD	
FA0000923	Ham-Plant Camera Installation	22,966	(809)	22,156	LEASEHOLD	
FA0000934	Conduit Installation & Supply	25,169	(3,119)	22,050	PROCESSEQU	
FA0000941	Compressor for Blast Freezer	23,850	(2,419)	21,431	PROCESSEQU	
FA0000943	Installation of Dock Leveler	22,745	(2,274)	20,471	LEASEHOLD	
FA0000838	DynacoPower M2 High-Speed Door	26,200	(6,550)	19,650	PROCESSEQU	
FA0000867	Stainless Steel Containers	24,425	(4,885)	19,540	PROCESSEQU	
FA0000615	Autom Power Conditioning unit	33,530	(14,728)	18,802	LPLANTEQUI	
FA0000899	New Cold Storage Wiring	22,512	(3,752)	18,760	LEASEHOLD	
FA0000873	Main Disconnect for Hydro	23,117	(4,623)	18,494	LEASEHOLD	
FA0000567	Vacuum Packaging Machine	35,700	(17,241)	18,459	LPROCESEQU	
FA0000857	Cables for New Cooling Units	22,875	(4,594)	18,281	LEASEHOLD	
FA0000811	Meat Tyer Siebeck	24,650	(6,984)	17,666	PROCESSEQU	
FA0000766	Meat Pump	25,000	(7,917)	17,083	LPROCESEQU	
FA0000818	Floor Scale Station	23,753	(6,730)	17,023	SCALESPROC	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000520	Blast Freezer Equipment	37,000	(19,997)	17,003	PROCESSEQU	
FA0000826	Wall Demolition- Staging Area	24,499	(7,500)	16,999	LEASEHOLD	
FA0000761	Website / Program Development	33,945	(17,010)	16,935	WEB/PRGDEV	Computer, Software and Hardware
FA0000540	FedTech- additional scopeNov26	47,363	(30,510)	16,853	WHLEASEHOL	
FA0000740	Fortress Metal Detector	32,550	(15,784)	16,766	LPROCESEQU	Metal Detector
FA0000514	Supersealer SS2 Bag sealer	36,167	(19,793)	16,374	PROCESSEQU	
FA0000747	icap Weighing station	20,830	(4,860)	15,970	PLANTEQUIP	
FA0000902	Drain Repair	18,250	(2,436)	15,814	LEASEHOLD	
FA0000607	Front wall/concrete walkway	35,190	(19,401)	15,789	WHLEASEHOL	
FA0000866	Wiring 17 New Machines	18,682	(3,736)	14,946	LABELPRINT	Computer, Software and Hardware
FA0000575	FedTech- misc add scope	36,224	(21,295)	14,929	WHLEASEHOL	
FA0000834	TMC500, 21m3/h (BUSCH PUMP)	19,376	(4,521)	14,855	PROCESSEQU	
FA0000952	ZPE-1-160 Extruder Gearbox	15,785	(1,052)	14,733	PROCESSEQU	
FA0000816	Carton Weighing Station	20,383	(5,775)	14,608	SCALESPROC	
FA0000815	Carton Weighing Station	20,383	(5,775)	14,608	SCALESPROC	
FA0000814	Carton Weighing Station	20,383	(5,775)	14,608	SCALESPROC	
FA0000817	Carton Weighing Station	20,383	(5,775)	14,608	SCALESPROC	
FA0000720	Marination Room - Cartonweight	20,033	(5,509)	14,524	LPROCESEQU	Marination
FA0000819	Metal Detector 20X5S-EPB Steal	19,825	(5,343)	14,482	LPROCESEQU	Metal Detector
FA0000703	Used Crown FC4525-50 Lift Truc	37,500	(23,428)	14,072	LPLANTEQUI	Material Handling equipment
FA0000850	Metal Detector 20X7S-EPB Steal	17,910	(3,881)	14,030	LPROCESEQU	Metal Detector
FA0000851	Metal Detector 20X7S-EPB Steal	17,910	(3,881)	14,030	LPROCESEQU	Metal Detector
FA0000810	Tote Dumper	19,500	(5,525)	13,975	PLANTEQUIP	MARINATION
FA0000848	Freezer Door Opening - Dock 4	17,628	(3,820)	13,809	LEASEHOLD	
FA0000706	V-Mag Buggy Dumper	19,935	(6,147)	13,788	LPROCESEQU	Marination
FA0000690	New Office Area 1700 - phase 2	30,064	(16,285)	13,779	LEASEHOLD	
FA0000691	Lunchroom Renovation - Phase 1	29,749	(16,003)	13,746	LEASEHOLD	
FA0000853	Stop Alarm Conveyor belt	17,341	(3,757)	13,584	LPROCESEQU	
FA0000852	Stop Alarm Conveyor belt	17,341	(3,757)	13,584	LPROCESEQU	
FA0000789	Drain Installation	17,875	(4,526)	13,349	LEASEHOLD	
FA0000796	Compressor East Main Cooler	15,900	(2,650)	13,250	COLDSTOREQ	
FA0000849	Compressor for IQF Room	16,784	(3,636)	13,148	COLDSTOREQ	IQF

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000518	Nock scale ice maker/container	28,375	(15,344)	13,031	PROCESSEQU	IQF
FA0000897	Stainless Tables w/ Accessory	14,900	(2,483)	12,417	PROCESSEQU	
FA0000896	Stainless Tables w/ Accessory	14,900	(2,483)	12,417	PROCESSEQU	
FA0000566	TriangleTube Prestige BTU boil	24,045	(11,782)	12,263	LPROCESEQU	Vemag Equipment
FA0000869	Evaporator to Organic Cooler	14,840	(2,968)	11,872	LEASEHOLD	for Organic set up
FA0000837	Install Curb in Organic Area	17,063	(5,209)	11,854	LEASEHOLD	for Organic set up
FA0000928	New Batteries & Rear Lights	13,082	(1,744)	11,338	PROCESSEQU	
FA0000931	Installion of Bollards	12,642	(1,475)	11,167	LEASEHOLD	
FA0000828	Software Support Agreement	15,250	(4,317)	10,933	COMPSOFTWA	Computer, Software and Hardware
FA0000954	Racking + Installation	11,370	(638)	10,732	PROCESSEQU	
FA0000581	ICap 3800 weight label solut.	20,075	(9,368)	10,707	LPLANTEQUI	
FA0000601	Retrofit compressor room	24,505	(13,900)	10,604	LWHLEASEHO	
FA0000948	3 Heli CBD20J	11,480	(957)	10,523	LEASEHOLD	
FA0000806	Installation Dock Door	13,650	(3,602)	10,048	LEASEHOLD	
FA0000884	Karcher Floor Scrubbers	12,250	(2,246)	10,004	LPLANTEQUI	
FA0000885	Karcher Floor Scrubbers	12,250	(2,246)	10,004	LPLANTEQUI	
FA0000870	New Plumbing & Removal of Old	12,404	(2,520)	9,884	PLUMBINGLH	
FA0000678	Website Development	17,667	(7,913)	9,754	WEB/PRGDEV	Computer, Software and Hardware
FA0000790	Frequency Converter 5.5 KW	11,518	(1,920)	9,599	PROCESSEQU	
FA0000675	Cv6 Clean Volt Suppression	15,300	(5,714)	9,586	PLANTEQUIP	
FA0000700	Manitowoc Flake Ice Machine	14,079	(4,584)	9,495	LPROCESEQU	IQF
FA0000950	APH Motor - Connector & Belt	10,112	(683)	9,429	PROCESSEQU	
FA0000611	POSS bones conveyor system 2	16,844	(7,440)	9,404	LPLANTEQUI	POSS
FA0000612	POSS bones conveyor system 3	16,844	(7,440)	9,404	LPLANTEQUI	POSS
FA0000610	POSS bones conveyor system 1	16,844	(7,440)	9,404	LPLANTEQUI	POSS
FA0000613	POSS bones conveyor system 4	16,844	(7,440)	9,404	LPLANTEQUI	POSS
FA0000705	Marination Room Door	18,795	(9,658)	9,137	LEASEHOLD	Marination
FA0000726	Strapping Machine SQ800	12,225	(3,158)	9,067	PLANTEQUIP	
FA0000727	Strapping Machine SQ800	12,225	(3,158)	9,067	PLANTEQUIP	
FA0000760	VJ1580 STD Printer	10,842	(1,897)	8,945	LPLANTEQUI	
FA0000932	Aluminum Baking Pan	10,207	(1,425)	8,782	PROCESSEQU	
FA0000635	Metal Detector 20X7S-EPB Steal	14,775	(6,033)	8,742	LPLANTEQUI	Metal Detector

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000788	KanCam Camera System	12,824	(4,082)	8,742	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000797	Compressor East Unit Main Prod	10,262	(1,710)	8,552	COLDSTOREQ	
FA0000865	Sierra Cooler Space - Install	10,640	(2,128)	8,512	LEASEHOLD	
FA0000882	Converter for IQF Injector	10,580	(2,149)	8,431	PROCESSEQU	IQF
FA0000919	Plant Camera Installation	9,901	(1,485)	8,415	LEASEHOLD	
FA0000719	Demolition/Disposal Work Area	15,300	(6,956)	8,344	LEASEHOLD	
FA0000745	Skyjack Lift	20,739	(12,436)	8,303	LPLANTEQUI	
FA0000725	Stainless Steel Hoper	11,100	(2,866)	8,234	PROCESSEQU	
FA0000707	Brine Mixer	11,865	(3,658)	8,207	LPLANTEQUI	IQF
FA0000795	Compressor East Unit Main Prod	9,759	(1,627)	8,133	COLDSTOREQ	
FA0000636	Conveyor Belt Stop Alarm	13,585	(5,547)	8,038	LPLANTEQUI	X-Ray machine
FA0000956	Pump Power Wash 25-26GPM	8,278	(276)	8,002	PROCESSEQU	
FA0000701	Supply SS 5X5 Floor Scale	11,704	(3,789)	7,915	LPROCESEQU	
FA0000753	Yale Electric Walk Stacker	15,540	(7,671)	7,869	LPLANTEQUI	
FA0000702	Rocketline Case Sealer	11,623	(3,774)	7,848	LPLANTEQUI	
FA0000879	Ring Cassette - Maralec Slicer	9,830	(1,997)	7,833	PROCESSEQU	Marlec Slicer
FA0000544	2 new Crown Forklifts	15,945	(8,173)	7,772	LPLANTEQUI	Material Handling equipment
FA0000957	COV Line for YVF	7,900	(263)	7,637	PROCESSEQU	for Organic set up
FA0000600	Medium Temp Compressor	13,890	(6,316)	7,574	LPROCESEQU	
FA0000955	Drip Tank Wiring for YVF	7,800	(260)	7,540	PROCESSEQU	for Organic set up
FA0000938	Hard Waterline Tempering Room	8,250	(825)	7,425	LEASEHOLD	
FA0000803	Install Light Gauge Framing	9,700	(2,425)	7,275	LEASEHOLD	
FA0000640	Building improvement-cooler	14,442	(7,221)	7,221	WHLEASEHOL	
FA0000417	Rooftop Unit 1 - condenser	19,174	(11,984)	7,190	COLDSTOREQ	
FA0000728	Freezer Panel Wall with Mandoo	14,226	(7,044)	7,182	LEASEHOLD	
FA0000563	Layer Picker RU30B-LBF	13,921	(6,816)	7,105	LPLANTEQUI	
FA0000791	Motor w/o Frequency Converter	8,478	(1,413)	7,065	PROCESSEQU	
FA0000559	2019 Yale Stacker 2	14,117	(7,058)	7,058	LPLANTEQUI	
FA0000543	Supply and Install Bollards	18,975	(12,019)	6,955	LWHLEASEHO	
FA0000549	2018 Yale Stacker	14,117	(7,176)	6,941	LPLANTEQUI	
FA0000388	Clark Forklift PF178484	41,349	(34,461)	6,888	PLANTEQUIP	Material Handling equipment
FA0000933	Freezer Services	7,933	(1,090)	6,843	LEASEHOLD	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000914	New Refrigerator Installation	8,000	(1,200)	6,800	PROCESSEQU	
FA0000718	RTS Security Camera System	15,090	(8,300)	6,791	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000949	Organic QFM Units	7,245	(483)	6,762	PROCESSEQU	for Organic set up
FA0000905	New Refrigeration for YVF	7,639	(1,273)	6,366	LEASEHOLD	
FA0000821	Carlisle - Modifications Lot	10,615	(4,251)	6,364	COMPSOFTWA	Computer, Software and Hardware
FA0000516	90 degree Transfer conveyor	13,565	(7,348)	6,217	PROCESSEQU	Food Mate
FA0000868	Replace Staging Compressor	7,752	(1,550)	6,202	PROCESSEQU	
FA0000863	Concrete Path Work in Blast	7,750	(1,550)	6,200	LEASEHOLD	
FA0000738	2021 Crown WP3035-45 Forklift	8,099	(1,964)	6,135	LPLANTEQUI	Material Handling equipment
FA0000739	2021 Crown WP3035-45 Forklift	8,099	(1,964)	6,135	LPLANTEQUI	Material Handling equipment
FA0000586	Construction of parking lot	14,500	(8,412)	6,088	WHLEASEHOL	
FA0000922	Organic Cooler - Electrical	6,890	(919)	5,971	PROCESSEQU	for Organic set up
FA0000926	Compressor - Organic Tray Pack	6,827	(910)	5,917	PROCESSEQU	for Organic set up
FA0000939	Drum Motot DM0080 8 HP	6,480	(648)	5,832	PROCESSEQU	
FA0000527	Used Tumbler meat dumper	12,340	(6,554)	5,786	PROCESSEQU	Marination
FA0000569	Blast Freezer Ceiling Repair	13,800	(8,194)	5,606	LWLEASEHO	
FA0000820	Add Dim Value & Location Code	7,215	(1,710)	5,506	COMPSOFTWA	Computer, Software and Hardware
FA0000804	Kohlhoff Primus Boot Cleaner	7,803	(2,341)	5,462	PLANTEQUIP	
FA0000805	Kohlhoff Primus Boot Cleaner	7,803	(2,341)	5,462	PLANTEQUIP	
FA0000947	Wall Demolition- Organic Zone	5,875	(588)	5,287	LEASEHOLD	for Organic set up
FA0000893	Indexing Conveyor	6,675	(1,419)	5,256	PROCESSEQU	Food mate
FA0000715	Front Entrance Enclosure	9,785	(4,569)	5,216	LEASEHOLD	
FA0000901	Barcode Label & Mobile Printer	7,442	(2,274)	5,168	COMPUTER	Computer, Software and Hardware
FA0000624	Pallet Flow System	8,915	(3,772)	5,143	PROCESSEQU	
FA0000856	Sierra Cooler - Rev #3	6,526	(1,398)	5,128	LEASEHOLD	
FA0000823	Floor scale LFT SS model	6,950	(1,853)	5,097	SCALESPROC	
FA0000710	Wishbone Cutting Critical Part	7,204	(2,161)	5,043	PROCESSEQU	Food Mate
FA0000513	Ceridian dayforce timeclock	10,989	(6,005)	4,985	COLDSTOREQ	
FA0000674	Repair cement area-cooler	11,213	(6,325)	4,888	WHLEASEHOL	
FA0000862	Stainless Steel Tables	6,100	(1,220)	4,880	PROCESSEQU	
FA0000861	Stainless Steel Tables	6,100	(1,220)	4,880	PROCESSEQU	
FA0000859	Stainless Steel Tables	6,100	(1,220)	4,880	PROCESSEQU	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000860	Stainless Steel Tables	6,100	(1,220)	4,880	PROCESSEQUI	
FA0000642	shipping docks/doors repair	9,610	(4,805)	4,805	WHLEASEHOL	
FA0000587	2019 Crown Lift Truck	8,624	(4,025)	4,599	LPLANTEQUI	Material Handling equipment
FA0000754	Fox Packaging Model FPS 200	9,100	(4,529)	4,572	LPLANTEQUI	
FA0000556	2019 Bestpack Case sealer	9,106	(4,553)	4,553	LPLANTEQUI	
FA0000555	2019 Bestpack Case sealer	9,106	(4,553)	4,553	LPLANTEQUI	
FA0000557	2019 Bestpack Case sealer	9,106	(4,553)	4,553	LPLANTEQUI	
FA0000737	Incline Conveyor	5,886	(1,467)	4,419	PROCESSEQUI	
FA0000881	X2 Base Kit - Maralec Slicer	5,510	(1,119)	4,390	PROCESSEQUI	Marlec Slicer
FA0000491	Mixer agiator and lift	10,010	(5,629)	4,381	PLANTEQUIP	IQF
FA0000802	Install of Drain on Dock	5,750	(1,437)	4,313	LEASEHOLD	
FA0000752	3/16' plate - concrete curb	6,500	(2,195)	4,305	LEASEHOLD	
FA0000888	Nobellift Walkie Walk Behind	5,254	(963)	4,290	LPLANTEQUI	Material Handling equipment
FA0000889	Nobellift Walkie Walk Behind	5,254	(963)	4,290	LPLANTEQUI	Material Handling equipment
FA0000890	Nobellift Walkie Walk Behind	5,254	(963)	4,290	LPLANTEQUI	Material Handling equipment
FA0000880	Ring Cassette - Maralec Slicer	5,233	(1,063)	4,170	PROCESSEQUI	Marlec Slicer
FA0000359	Clark TMX Forklift PSI2606044	32,586	(28,416)	4,170	LCOLDSTOR	Material Handling equipment
FA0000921	Allen Bradley AC Drive 575	4,800	(640)	4,160	PROCESSEQUI	
FA0000845	Nobellift Walkie Walk Behind	5,254	(1,138)	4,115	LPLANTEQUI	Material Handling equipment
FA0000847	Nobellift Walkie Walk Behind	5,254	(1,138)	4,115	LPLANTEQUI	Material Handling equipment
FA0000846	Nobellift Walkie Walk Behind	5,254	(1,138)	4,115	LPLANTEQUI	Material Handling equipment
FA0000696	Network Switch SG350X-48P-K9	8,933	(4,828)	4,106	LEASEHOLD	
FA0000716	Lexon Sheets	7,350	(3,369)	3,981	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000724	2021 Karcher BC 80/100W Scrubb	11,250	(7,349)	3,901	LPLANTEQUI	
FA0000498	FM Counting Panel	8,500	(4,671)	3,829	PROCESSEQUI	Food Mate
FA0000729	Granite Countertop	7,304	(3,623)	3,682	LEASEHOLD	
FA0000937	New Gear Box 56C Input	3,980	(398)	3,582	PROCESSEQUI	
FA0000517	SS Nema 4X Control panel	7,800	(4,225)	3,575	PROCESSEQUI	
FA0000900	Polymer Coating over Concrete	4,271	(707)	3,564	LEASEHOLD	
FA0000722	Grinding Room - Floor Work	6,500	(2,940)	3,560	LEASEHOLD	Grinding Line
FA0000546	Change room update and extand	9,520	(6,014)	3,506	WHLEASEHOL	
FA0000812	10 Wireless Access Points	6,429	(3,024)	3,405	COMPUTER	Computer, Software and Hardware

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000748	Edge of Dock Lever	5,540	(2,167)	3,373	LEASEHOLD	
FA0000585	2 SS tables	6,100	(2,741)	3,359	PROCESSEQU	
FA0000809	Front Lawn Sprinkler System	5,030	(1,677)	3,353	LEASEHOLD	
FA0000887	Carlisle - Upgrade Kit	4,070	(746)	3,324	COMPUTER	Computer, Software and Hardware
FA0000751	Reznor 150,000 BTU Unit Heater	4,985	(1,666)	3,319	LEASEHOLD	
FA0000721	Duct Work	6,000	(2,714)	3,286	LEASEHOLD	
FA0000876	Blast Freezer Door	4,100	(820)	3,280	LEASEHOLD	
FA0000420	Rooftop Unit 2 - condenser	8,716	(5,447)	3,268	COLDSTOREQ	
FA0000423	Rooftop Unit 3 - condenser	8,716	(5,447)	3,268	COLDSTOREQ	
FA0000547	Beef line packing addit parts	6,555	(3,320)	3,235	LPROCESEQU	
FA0000552	IQF pump for injector 1-1/2"	6,245	(3,111)	3,134	LPROCESEQU	IQF
FA0000734	Concrete Work	6,050	(2,936)	3,114	WHLEASEHOL	
FA0000927	New Drive Lenze 1-5HP 240Volt	3,480	(464)	3,016	PROCESSEQU	
FA0000800	Nobellift Edge Pallet Truck	4,317	(1,359)	2,958	LPROCESEQU	Material Handling equipment
FA0000798	Nobellift Edge Pallet Truck	4,317	(1,359)	2,958	LPROCESEQU	Material Handling equipment
FA0000799	Nobellift Edge Pallet Truck	4,317	(1,359)	2,958	LPROCESEQU	Material Handling equipment
FA0000843	Running & Termination of Cable	3,800	(887)	2,913	LEASEHOLD	
FA0000951	AC Drive 5 HP 600 Volt	2,998	(200)	2,798	PROCESSEQU	
FA0000854	Restructing Doorway Organic	3,566	(773)	2,793	LEASEHOLD	for Organic set up
FA0000732	IQF room door	5,629	(2,892)	2,737	WHLEASEHOL	IQF
FA0000813	LH Improvement-Hi Speed Door	3,870	(1,161)	2,709	COMPUTER	Computer, Software and Hardware
FA0000579	Lamp Vapour Tight Fixtures	6,473	(3,776)	2,697	WHLEASEHOL	
FA0000614	Raise 3rd level in each bay	5,912	(3,264)	2,648	WHLEASEHOL	
FA0000886	Blast Curtain Rebuild	3,200	(640)	2,560	LEASEHOLD	
FA0000731	Installation of curtain	5,540	(2,996)	2,544	WHLEASEHOL	
FA0000456	Freezer spacers black (1500)	11,925	(9,441)	2,484	SPACERS	
FA0000871	Variable Frequency Drive	3,052	(620)	2,432	PROCESSEQU	
FA0000755	Noblelift Edge Walkie Walk	4,800	(2,381)	2,419	LPLANTEQUI	Material Handling equipment
FA0000749	Stainless Steel Cutting Table	3,000	(650)	2,350	PROCESSEQU	
FA0000681	2019 Crown WP3025 Walkie	7,745	(5,421)	2,324	LPLANTEQUI	
FA0000680	2020 Crown WP3025 Walkie	7,745	(5,421)	2,324	LPLANTEQUI	
FA0000935	New Electric Motor 30 HP	2,450	(290)	2,160	PROCESSEQU	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000736	Vaccum pump Marination Tumbler	5,806	(3,666)	2,140	PROCESSEQU	Marination
FA0000878	Racking at Brampton for YVF	2,675	(535)	2,140	RACKING	
FA0000842	Tables	2,750	(642)	2,108	PROCESSEQU	
FA0000604	Manual Cooler Slider and frame	4,750	(2,672)	2,078	WHLEASEHOL	
FA0000589	Angle Bumper	4,910	(2,837)	2,073	WHLEASEHOL	
FA0000762	Floor Scale	3,000	(950)	2,050	LPROCESEQU	
FA0000764	Knife Sanitizer	3,000	(950)	2,050	LPROCESEQU	
FA0000763	Knife Sanitizer	3,000	(950)	2,050	LPROCESEQU	
FA0000590	SS table on casters	3,804	(1,762)	2,042	PROCESSEQU	
FA0000757	Wall Mount Brackets	2,995	(957)	2,038	COLDSTORLH	
FA0000929	Portable Standard Drum Fan	2,296	(268)	2,028	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000641	blast freezer cracks repair	4,050	(2,025)	2,025	WHLEASEHOL	
FA0000584	SS table on casters,bag rings	3,682	(1,716)	1,965	PROCESSEQU	IQF
FA0000910	HVAC Service & Material	2,320	(387)	1,933	PROCESSEQU	
FA0000909	Install VFD, Motor Power Cable	2,319	(387)	1,932	PROCESSEQU	
FA0000895	Nav Modifications	2,363	(433)	1,929	COMPSOFTWA	Computer, Software and Hardware
FA0000936	New Hydraulic Power Unit	2,058	(206)	1,852	PROCESSEQU	
FA0000538	3 tables for IQF room	3,795	(1,977)	1,817	PROCESSEQU	IQF
FA0000583	Grinding room modification	4,240	(2,470)	1,770	WHLEASEHOL	Grinding Line
FA0000735	Fabrication Trolley (Jason)	5,600	(3,832)	1,768	COLDSTOREQ	
FA0000916	Gear Box Stainless Steel 40:1	2,139	(374)	1,765	PROCESSEQU	
FA0000522	Ceridian dayforce timeclock	3,744	(2,020)	1,724	COLDSTOREQ	
FA0000915	Gear Box Stainless Steel 56C	2,088	(365)	1,723	PROCESSEQU	
FA0000369	Compressor 45035	12,930	(11,208)	1,722	PLANTEQUIP	
FA0000912	Refeed Power to Compressor	2,056	(343)	1,713	LEASEHOLD	
FA0000830	PHSR Grind Line Mixer	2,200	(550)	1,650	GRINDLINE	Grinding Line
FA0000746	Label Printer	2,145	(501)	1,645	LABELPRINT	Computer, Software and Hardware
FA0000606	Repair cement area-cooler	3,750	(2,109)	1,641	WHLEASEHOL	
FA0000792	Fortinet FortiGate60F Firewall	3,500	(1,920)	1,580	COMPUTER	Computer, Software and Hardware
FA0000793	Fortinet FortiGate60F Firewall	3,500	(1,920)	1,580	COMPUTER	Computer, Software and Hardware
FA0000717	Smart Valve Enersavings	27,500	(25,972)	1,528	LPLANTEQUI	
FA0000733	Installation wall shelves	2,889	(1,366)	1,523	WHLEASEHOL	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000872	Panel for Tumblr - IQF	1,875	(381)	1,494	PROCESSEQU	IQF
FA0000616	SQL 2019 for Brampton Server	9,580	(8,107)	1,473	COMPSOFTWA	Computer, Software and Hardware
FA0000908	Cafe Table - 36" - Light Gray	1,728	(259)	1,469	PROCESSEQU	
FA0000419	Rooftop Unit 1 - piping&valves	3,884	(2,427)	1,457	COLDSTOREQ	
FA0000695	Mark II Label Printer I-4212	4,318	(2,866)	1,452	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000588	SS Floor Stand	2,703	(1,252)	1,451	PROCESSEQU	
FA0000709	Sink and Ice Machine + Filter	2,850	(1,425)	1,425	LEASEHOLD	
FA0000551	HVAC and hot water design	3,885	(2,469)	1,416	WHLEASEHOL	
FA0000827	Connector and Plugs	1,926	(513)	1,412	PLANTEQUIP	
FA0000913	New Gear Box Nord Gear 145	1,650	(275)	1,375	PROCESSEQU	
FA0000667	Super 6 SS water proof scale-5	2,975	(1,622)	1,353	SCALESPROC	
FA0000831	PHSR Beef Packing Combo Dumper	1,800	(450)	1,350	LPROCESEQU	Grinding Line
FA0000829	PHSR Grind Line Flaker	1,800	(450)	1,350	GRINDLINE	Grinding Line
FA0000832	PHSR Poss Combo Dumper	1,800	(450)	1,350	LPROCESEQU	POSS
FA0000833	PHSR CFIA Inspection Room Comb	1,800	(450)	1,350	LPROCESEQU	
FA0000422	Rooftop Unit 2 - piping&valves	3,584	(2,240)	1,344	COLDSTOREQ	
FA0000425	Rooftop Unit 3 - piping&valves	3,584	(2,240)	1,344	COLDSTOREQ	
FA0000692	Roof Top HVAC	2,897	(1,569)	1,328	LEASEHOLD	
FA0000911	High Bay Mercury Light Fixture	1,545	(258)	1,288	LEASEHOLD	
FA0000875	Stainless Steel Carts	1,600	(325)	1,275	PROCESSEQU	
FA0000874	Stainless Steel Carts	1,600	(330)	1,270	PROCESSEQU	
FA0000617	Floor scrubber Viper 26TSC	7,500	(6,302)	1,198	SANITATION	
FA0000877	New Dock Door	1,470	(299)	1,171	LEASEHOLD	
FA0000682	Student Desk - 32 pieces	2,979	(1,848)	1,131	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000591	SS stand on casters	2,085	(966)	1,119	PROCESSEQU	
FA0000392	Heater for Compressor 45412	5,955	(4,878)	1,077	PLANTEQUIP	
FA0000787	Sump pump - Brandon Supplies	1,531	(510)	1,021	PLANTEQUIP	
FA0000794	RS820 Synology File Storage	2,191	(1,202)	989	COMPUTER	Computer, Software and Hardware
FA0000562	Final Site inspection	2,421	(1,488)	933	WHLEASEHOL	
FA0000550	Refrigerator - Lunch room	1,850	(925)	925	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000370	Cutting Equipment 235851	6,745	(5,827)	918	PROCESSEQU	
FA0000599	Fiber internet set up fee	2,134	(1,223)	911	WHLEASEHOL	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000907	K-400 Drain snake	1,002	(150)	852	SANITATION	
FA0000917	Keltech Gear Boc 56C	993	(149)	844	PROCESSEQU	
FA0000426	Rooftop doghouse (wire supply)	2,242	(1,401)	841	COLDSTOREQ	
FA0000424	Rooftop Unit 3 - doghouse	2,242	(1,401)	841	COLDSTOREQ	
FA0000418	Rooftop Unit 1 - doghouse	2,242	(1,401)	841	COLDSTOREQ	
FA0000421	Rooftop Unit 2 - doghouse	2,242	(1,401)	841	COLDSTOREQ	
FA0000525	Glaze Spray System	1,675	(902)	773	PROCESSEQU	IQF
FA0000759	Table on Casters and Wing Mach	2,080	(1,329)	751	COLDSTOREQ	
FA0000358	WP3035-45 Walkie PSI2603845	5,574	(4,878)	696	LCOLDSTOR	
FA0000572	Combo weight/label station	12,613	(11,922)	690	SCALESPROC	
FA0000920	Plastic AV Cart with Cabinet	772	(103)	669	PROCESSEQU	
FA0000779	Roller Table	923	(292)	631	LPROCESEQU	
FA0000769	Roller Table	923	(292)	631	LPROCESEQU	
FA0000773	Roller Table	923	(292)	631	LPROCESEQU	
FA0000774	Roller Table	923	(292)	631	LPROCESEQU	
FA0000772	Roller Table	923	(292)	631	LPROCESEQU	
FA0000770	Roller Table	923	(292)	631	LPROCESEQU	
FA0000777	Roller Table	923	(292)	631	LPROCESEQU	
FA0000767	Roller Table	923	(292)	631	LPROCESEQU	
FA0000768	Roller Table	923	(292)	631	LPROCESEQU	
FA0000771	Roller Table	923	(292)	631	LPROCESEQU	
FA0000776	Roller Table	923	(292)	631	LPROCESEQU	
FA0000778	Roller Table	923	(292)	631	LPROCESEQU	
FA0000775	Roller Table	923	(292)	631	LPROCESEQU	
FA0000539	Heavy Duty battery charger	1,250	(656)	594	PROCESSEQU	
FA0000565	Hydraulic pumps for IQF line-2	1,085	(532)	553	PROCESSEQU	IQF
FA0000564	Hydraulic pumps for IQF line-1	1,085	(532)	553	PROCESSEQU	IQF
FA0000781	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000783	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000782	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000784	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000780	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000785	Motorola MC9190-G Scanner	1,300	(758)	542	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000042	Tele & Fax 12802	6,081	(5,544)	537	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000375	Pressure Washer 3257	3,813	(3,301)	512	PLANTEQUIP	
FA0000689	POSS Fabrication	1,485	(1,009)	476	PROCESSEQU	POSS
FA0000395	Gravity Roller Conveyor	2,400	(1,940)	460	PROCESSEQU	
FA0000595	Vemags buggy #4	828	(379)	449	PROCESSEQU	Marination
FA0000597	Vemags buggy #6	828	(379)	449	PROCESSEQU	Marination
FA0000596	Vemags buggy #5	828	(379)	449	PROCESSEQU	Marination
FA0000592	Vemags buggy #1	828	(379)	449	PROCESSEQU	Marination
FA0000593	Vemags buggy #2	828	(379)	449	PROCESSEQU	Marination
FA0000594	Vemags buggy #3	828	(379)	449	PROCESSEQU	Marination
FA0000568	Driveway repair	8,140	(7,703)	437	WHLEASEHOL	
FA0000393	SS Knife Cage Wash Station	2,000	(1,617)	383	PROCESSEQU	
FA0000683	Brother 5900DW Printer	1,100	(751)	349	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000801	Microwave lunch room	486	(146)	340	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000509	Vemags buggy #5	750	(412)	338	PROCESSEQU	Marination
FA0000507	Vemags buggy #3	750	(412)	338	PROCESSEQU	Marination
FA0000508	Vemags buggy #4	750	(412)	338	PROCESSEQU	Marination
FA0000505	Vemags buggy #1	750	(412)	338	PROCESSEQU	Marination
FA0000510	Vemags buggy #6	750	(412)	338	PROCESSEQU	Marination
FA0000506	Vemags buggy #2	750	(412)	338	PROCESSEQU	Marination
FA0000499	300L Vemags buggies	700	(385)	315	PROCESSEQU	Marination
FA0000351	Inspection Table 305	3,750	(3,438)	312	PROCESSEQU	
FA0000605	Stainless scale w480 indicator	2,730	(2,434)	296	SCALESPROC	
FA0000342	MC9190 Scanners I1410089	4,900	(4,619)	281	SCANNINGEQ	Computer, Software and Hardware
FA0000329	Compressor JL-0090789adj	16,000	(15,730)	270	PLANTEQUIP	
FA0000398	SS scale table (large)	1,293	(1,034)	259	PROCESSEQU	
FA0000573	Clark Tmg overhead guard	4,993	(4,743)	250	PROCESSEQU	
FA0000744	Motorola MC9190-G Scanner 4	1,165	(925)	240	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000741	Motorola MC9190-G Scanner 1	1,165	(925)	240	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000742	Motorola MC9190-G Scanner 2	1,165	(925)	240	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000743	Motorola MC9190-G Scanner 3	1,165	(925)	240	OFFICEEQUI	Office Equip, Furniture and Fixtures etc

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000602	Buggie lid for the mixer	2,320	(2,083)	237	PROCESSEQU	Marination
FA0000415	Freezer spacers black (500)	4,430	(4,199)	231	SPACERS	
FA0000383	Oscillating Fan 2245051	1,360	(1,148)	212	PLANTEQUIP	
FA0000382	Grinder Hole & Stud 140544	1,365	(1,154)	211	GRINDLINE	Grinding Line
FA0000344	Walkie PSI2489764	4,974	(4,774)	200	COLDSTOREQ	
FA0000580	4 Galaxy camera indoor	2,945	(2,747)	198	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000347	Shrink Wrap Machine W14-5005	3,000	(2,807)	193	PLANTEQUIP	
FA0000786	Motorola4 Bay Batter Charger	464	(271)	193	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000381	Gravity Rollers 717	1,250	(1,057)	193	PROCESSEQU	
FA0000603	MotionWise Desk	714	(536)	178	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000390	Battery Charger Stand 783	1,050	(872)	178	COLDSTOREQ	
FA0000633	Stainles St Computer Enclosure	950	(775)	175	PROCESSEQU	
FA0000020	Computer 4945	11,640	(11,469)	171	COMPUTER	Computer, Software and Hardware
FA0000712	2021 Crown 7A353907 DLL 723517	5,488	(5,326)	162	LPLANTEQUI	
FA0000711	2021 Crown 7A353890 DLL 723517	5,488	(5,326)	162	LPLANTEQUI	
FA0000348	Fence 3245	2,286	(2,130)	156	LEASEHOLD	
FA0000053	Computer Software I1310065	5,195	(5,039)	155	COMPSOFTWA	Computer, Software and Hardware
FA0000574	Panel FGM 26-44-54 M2 Machine	2,500	(2,353)	147	PROCESSEQU	
FA0000389	Stainless Steel QA Table 781	890	(743)	147	PROCESSEQU	
FA0000391	Safety Rail Combo Dumper 788	800	(660)	140	PROCESSEQU	
FA0000035	Tele & Fax 000901A	1,945	(1,808)	137	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000394	SS QC table with casters	680	(550)	130	PROCESSEQU	
FA0000041	Tele & Fax 923	1,825	(1,696)	129	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000668	SS custom guard for POSS sep.	555	(429)	126	PROCESSEQU	POSS
FA0000500	200L Vermags buggy used-#1	400	(275)	125	PROCESSEQU	Marination
FA0000501	200L Vermags buggy used-#2	400	(275)	125	PROCESSEQU	Marination
FA0000350	Inspection Table Shelving 343	1,484	(1,359)	125	PROCESSEQU	
FA0000397	SS scale table (small)	595	(476)	119	PROCESSEQU	
FA0000052	Computer Software 2013033100	5,631	(5,513)	118	COMPSOFTWA	Computer, Software and Hardware
FA0000664	Super 6 SS water proof scale-2	500	(383)	117	SCALESPROC	
FA0000666	Super 6 SS water proof scale-4	500	(383)	117	SCALESPROC	
FA0000665	Super 6 SS water proof scale-3	500	(383)	117	SCALESPROC	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000663	Super 6 SS water proof scale-1	500	(383)	117	SCALESPROC	
FA0000372	Pole Stand 634	840	(725)	115	PROCESSEQU	
FA0000355	Production Software T20150713	850	(738)	112	S/WPROCEQU	Computer, Software and Hardware
FA0000357	Pallet Truck 2054896	804	(703)	100	COLDSTOREQ	
FA0000345	Scale Stand 248	1,500	(1,403)	97	SCALESPROC	
FA0000346	SS Scale 3284	1,524	(1,427)	97	SCALESPROC	
FA0000332	Stainless Steel Table 60	2,885	(2,791)	94	PROCESSEQU	
FA0000334	Stainless Steel Stands 28	2,750	(2,659)	91	PROCESSEQU	
FA0000354	Stainless Steel QA Table 460	865	(774)	91	PROCESSEQU	
FA0000376	Stainless Steel Cart 2169892	633	(542)	91	COLDSTOREQ	
FA0000385	Dell OptiPlex 9030 (2) 5743	1,725	(1,634)	91	COMPUTER	Computer, Software and Hardware
FA0000387	Dell OptiPlex 9030 (4) 5743	1,725	(1,634)	91	COMPUTER	Computer, Software and Hardware
FA0000384	Dell OptiPlex 9030 (1) 5743	1,725	(1,634)	91	COMPUTER	Computer, Software and Hardware
FA0000386	Dell OptiPlex 9030 (3) 5743	1,725	(1,634)	91	COMPUTER	Computer, Software and Hardware
FA0000684	Brother 5900DW Printer	300	(212)	88	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000038	Tele & Fax 000895	1,200	(1,115)	85	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000056	Computer Software I1310066	2,720	(2,639)	81	COMPSOFTWA	Computer, Software and Hardware
FA0000340	Portable Scale Stand 165	1,500	(1,420)	80	SCALESPROC	
FA0000374	Stainless Steel Stand 632	580	(501)	79	PROCESSEQU	
FA0000337	SS Scale 20*16 2768	1,475	(1,401)	74	SCALESPROC	
FA0000373	Floor Scale Feet 637	520	(449)	71	SCALESPROC	
FA0000338	A&D Portion Scale 83839	1,429	(1,358)	71	SCALESPROC	
FA0000349	Reception Desk Computer 5581	1,790	(1,722)	68	COMPUTER	Computer, Software and Hardware
FA0000044	Computer Software 4945	4,550	(4,483)	67	COMPSOFTWA	Computer, Software and Hardware
FA0000006	Drawer Lateral 22OCT2013BMO	588	(523)	65	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000004	QA Storage Cabinet2013APR25-KV	728	(663)	65	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000333	Stainless Steel Bagger 50	2,120	(2,055)	65	GRINDLINE	Grinding Line
FA0000353	Stainless Steel Stands 404	650	(587)	63	PROCESSEQU	
FA0000054	Computer Software I1310068	2,040	(1,979)	61	COMPSOFTWA	Computer, Software and Hardware
FA0000371	Laptop XH15573	1,213	(1,155)	58	COMPUTER	Computer, Software and Hardware
FA0000341	Grinder Plate 135014	1,077	(1,019)	58	GRINDLINE	Grinding Line
FA0000055	Computer Software I1310067	1,870	(1,814)	56	COMPSOFTWA	Computer, Software and Hardware

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000339	MC9XXX Spare Battery I1410055	941	(889)	52	SCANNINGEQ	Computer, Software and Hardware
FA0000028	Dell OptiPlex 7010 Inv#5403	1,700	(1,649)	51	COMPUTER	Computer, Software and Hardware
FA0000031	Office Equipment P35930700102	693	(644)	49	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000024	Computer 5120	3,295	(3,247)	48	COMPUTER	Computer, Software and Hardware
FA0000037	Tele & Fax 864	645	(599)	46	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000714	dell 3080 i3-10100t Laptop	772	(727)	45	COMPUTER	Computer, Software and Hardware
FA0000713	dell 3080 i3-10100t Laptop	772	(727)	45	COMPUTER	Computer, Software and Hardware
FA0000336	Portion Scale 83711	961	(916)	45	SCALESPROC	
FA0000046	Computer Software 2012073100	2,826	(2,785)	41	COMPSOFTWA	Computer, Software and Hardware
FA0000331	Grind Line Compressor 141943	1,630	(1,590)	40	GRINDLINE	Grinding Line
FA0000335	Scale 83157	961	(924)	37	SCALESPROC	
FA0000412	Locker-2tier 3wide (36x18x72)	677	(642)	35	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000050	Computer Software 2012123100	1,658	(1,623)	35	COMPSOFTWA	Computer, Software and Hardware
FA0000033	4 UPS for Comp/Xerox AMEXBW	450	(418)	32	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000315	Computer Software I1401025	1,020	(989)	31	COMPSOFTWA	Computer, Software and Hardware
FA0000379	Label Printing SW I1509136	595	(566)	29	COMPSOFTWA	Computer, Software and Hardware
FA0000343	Side Guard-Grind Line 221	480	(451)	29	GRINDLINE	Grinding Line
FA0000026	Dell OptiPlex 7010 Inv#5230	1,385	(1,356)	29	COMPUTER	Computer, Software and Hardware
FA0000025	Dell Optiplex 990 Desktop 5172	1,350	(1,322)	28	COMPUTER	Computer, Software and Hardware
FA0000051	Computer Software 2013013100	1,254	(1,227)	26	COMPSOFTWA	Computer, Software and Hardware
FA0000039	Tele & Fax Reclass 8/31/12	335	(311)	24	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000021	Computer 4998	1,595	(1,572)	23	COMPUTER	Computer, Software and Hardware
FA0000049	Computer Software 2012093000	1,573	(1,550)	23	COMPSOFTWA	Computer, Software and Hardware
FA0000327	Steel Die 624704	675	(655)	20	DIESJIGSMO	
FA0000022	Computer 5031	1,375	(1,355)	20	COMPUTER	Computer, Software and Hardware
FA0000027	Hp LaserJet P3015DN 5287	940	(920)	20	COMPUTER	Computer, Software and Hardware
FA0000036	Tele & Fax 903	270	(251)	19	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000045	Computer Software 2012063000	1,211	(1,194)	18	COMPSOFTWA	Computer, Software and Hardware
FA0000023	Computer 5063	1,080	(1,064)	16	COMPUTER	Computer, Software and Hardware
FA0000328	Battery & Charger I1405105	948	(933)	15	SCALESPROC	
FA0000047	Computer Software 2012093000	1,020	(1,005)	15	COMPSOFTWA	Computer, Software and Hardware
FA0000040	Tele & Fax Reclass2 8/31/12	175	(163)	12	TELE & FAX	Office Equip, Furniture and Fixtures etc

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000330	Label Design Software 32780	458	(446)	12	S/WPROCEQU	Computer, Software and Hardware
FA0000321	Grind Line 10301	967	(962)	5	GRINDLINE	Grinding Line
FA0000048	Computer Software 2012093001	225	(222)	3	COMPSOFTWA	Computer, Software and Hardware
FA0000326	Scan External Antenna I1404081	403	(400)	3	SCANNINGEQ	Computer, Software and Hardware
FA0000319	Processing Equipment 10065	320	(318)	2	PROCESSEQU	
FA0000320	Scales- Processing Equip 81093	961	(959)	2	SCALESPROC	
FA0000322	Grind Line 10316	160	(159)	1	GRINDLINE	Grinding Line
FA0000318	Processing Equipment 10252	125	(124)	1	PROCESSEQU	
FA0000289	Warehouse LH 9/30/2012	335,000	(335,000)	0	WHLEASEHOL	
FA0000220	Rear Cooler Racking 26417E	176,931	(176,931)	0	RACKING	
FA0000116	Scales I1111080	61,684	(61,684)	0	SCALESPROC	
FA0000086	Multiblade Slicer 9/12/11	47,317	(47,317)	0	PROCESSEQU	Marlec Slicer
FA0000302	Air Temp Equip JL-0089477	33,750	(33,750)	0	ROOMTEMPLH	
FA0000134	Strapping Machine 3486320	14,995	(14,995)	0	STRAPPING	
FA0000404	BRC LH improvements	37,296	(37,296)	0	LEASEHOLD	
FA0000493	Workstation	52,466	(52,466)	0	SCALESPROC	
FA0000380	1 Hyster Forklift - Leased	32,000	(32,000)	0	PLANTEQUIP	Material Handling equipment
FA0000432	Metal detector Loma	33,636	(33,636)	0	LPROCESEQU	Metal Detector
FA0000496	Vacuum Tumbler	45,045	(45,045)	0	PROCESSEQU	IQF
FA0000140	Grind Line-Flanker 7524	19,537	(19,537)	0	GRINDLINE	Grinding Line
FA0000218	Racking-Storage Equip 252341	-	0	0	RACKING	
FA0000084	Double Chamber Machine 9/12/11	17,625	(17,625)	0	PROCESSEQU	
FA0000464	Freezer area reno-hunter	40,150	(40,150)	0	WHLEASEHOL	
FA0000307	Room Temp LH 38132	7,500	(7,500)	0	ROOMTEMPLH	
FA0000121	Scales I1210110	9,251	(9,251)	0	SCALESPROC	
FA0000177	Grind Line 38057	6,500	(6,500)	0	GRINDLINE	Grinding Line
FA0000473	Resurface of cooler fl-overlay	14,985	(14,985)	0	WHLEASEHOL	
FA0000082	Scanning Equipment I1309051	9,196	(9,196)	0	SCANNINGEQ	Computer, Software and Hardware
FA0000475	Professional Services (design)	126,477	(126,477)	0	WHLEASEHOL	
FA0000137	4" SS Stealth Head 2235	17,250	(17,250)	0	GRINDLINE	Grinding Line
FA0000136	S/S Screw Auger Grind Line5190	28,448	(28,448)	0	GRINDLINE	Grinding Line
FA0000141	Grind Line-Cart Lift 7524	14,543	(14,543)	0	GRINDLINE	Grinding Line

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000472	Resurface of curbing in cooler	11,865	(11,865)	0	WHLEASEHOL	
FA0000142	Grind Line-Stuffers 7524	-	0	0	GRINDLINE	Grinding Line
FA0000287	Warehouse LH 10484	6,589	(6,589)	0	WHLEASEHOL	
FA0000497	5X5 complete floor scale	13,864	(13,864)	0	PROCESSEQU	
FA0000195	Grind Line PROJECT 1296	11,500	(11,500)	0	GRINDLINE	Grinding Line
FA0000477	Consult on plant design	16,000	(16,000)	0	WHLEASEHOL	
FA0000471	Buildin gdrawings,design,draft	26,131	(26,131)	0	WHLEASEHOL	
FA0000156	Grind Line QUOTE1432	6,810	(6,810)	0	GRINDLINE	Grinding Line
FA0000229	Leasehold Improvements 11925	2,545	(2,545)	0	LEASEHOLD	
FA0000264	Cold Stor LH 20111002-KV	2,050	(2,050)	0	COLDSTORLH	
FA0000216	Insulated Bins-Storage 2808A	6,970	(6,970)	0	INSUL. BIN	
FA0000122	Scales I1210111	7,401	(7,401)	0	SCALESPROC	
FA0000297	Garbage 10109	13,865	(13,865)	0	GARBAGEREN	
FA0000534	2 Forklifts used	45,000	(45,000)	0	LPLANTEQUI	Material Handling equipment
FA0000495	Phase 2 lighting retrofit upgr	12,318	(12,318)	0	WHLEASEHOL	
FA0000481	Planning,drafts,capacity,labor	25,000	(25,000)	0	WHLEASEHOL	
FA0000111	Process Equip K39615	6,100	(6,100)	0	PROCESSEQU	
FA0000118	Scales I1209126A	9,251	(9,251)	0	SCALESPROC	
FA0000461	Metal Detector StealthFortress	18,513	(18,513)	0	PROCESSEQU	Metal Detector
FA0000186	Grind Line 7435	6,062	(6,062)	0	GRINDLINE	Grinding Line
FA0000265	Cold Stor LH 4	3,400	(3,400)	0	COLDSTORLH	
FA0000463	DCS Beef or Pork Fat Tester	5,457	(5,457)	0	PROCESSEQU	
FA0000244	Leasehold Improvement 20120630	3,500	(3,500)	0	LEASEHOLD	
FA0000078	Scannning Equipment I1305023	4,810	(4,810)	0	SCANNINGEQ	Computer, Software and Hardware
FA0000119	Scales I1209127	7,401	(7,401)	0	SCALESPROC	
FA0000085	Townsend Skinning Mach 9/12/11	9,630	(9,630)	0	PROCESSEQU	
FA0000094	Process Equip 1016	5,507	(5,507)	0	PROCESSEQU	
FA0000304	Room Temp LH 38186	3,700	(3,700)	0	ROOMTEMPLH	
FA0000305	Room Temp LH 38129	8,375	(8,375)	0	ROOMTEMPLH	
FA0000228	Blast Freez Compres JL-1427005	11,262	(11,262)	0	PLANTEQUIP	
FA0000012	Plant Equip Welding 1014	2,100	(2,100)	0	PLANTEQUIP	
FA0000175	Grind Line 38050	5,417	(5,417)	0	GRINDLINE	Grinding Line

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000176	Grind Line 38052	3,771	(3,771)	0	GRINDLINE	Grinding Line
FA0000099	Process Equip 9576	1,692	(1,692)	0	PROCESSEQU	
FA0000170	Grind Line 38045	2,024	(2,024)	0	GRINDLINE	Grinding Line
FA0000262	Plumbing 2012JAN11	1,726	(1,726)	0	PLUMBINGLH	
FA0000207	Grind Line 1133	4,975	(4,975)	0	GRINDLINE	Grinding Line
FA0000164	Grind Line 20121225 AMEXBW	2,681	(2,681)	0	GRINDLINE	Grinding Line
FA0000214	Spacers-Storage Equipment 2835	3,760	(3,760)	0	SPACERS	
FA0000255	Plumbing 8585	1,200	(1,200)	0	PLUMBINGLH	
FA0000151	Grind Line 9574	2,154	(2,154)	0	GRINDLINE	Grinding Line
FA0000107	Process Equip 136606	1,784	(1,784)	0	PROCESSEQU	
FA0000103	Process Equip 1021 Correction	2,250	(2,250)	0	PROCESSEQU	
FA0000152	Grind Line 9573	1,600	(1,600)	0	GRINDLINE	Grinding Line
FA0000254	Plumbing 8584	2,163	(2,163)	0	PLUMBINGLH	
FA0000139	Grind Line-Grinder 7524	27,552	(27,552)	0	GRINDLINE	Grinding Line
FA0000639	Insulated bins grey bonarPolar	8,447	(8,447)	0	INSUL. BIN	
FA0000190	Grind Line 126482	1,841	(1,841)	0	GRINDLINE	Grinding Line
FA0000015	Plant Equip 8004314RI	8,500	(8,500)	0	PLANTEQUIP	
FA0000158	Grind Line 9544	3,272	(3,272)	0	GRINDLINE	Grinding Line
FA0000523	14-Bay System move & install	18,565	(18,565)	0	PROCESSEQU	
FA0000303	Room Temp LH 38130	9,250	(9,250)	0	ROOMTEMPLH	
FA0000511	QuickFreeze Preliminary Engin	12,419	(12,419)	0	WHLEASEHOL	
FA0000401	SS knife cage wash station	2,000	(2,000)	0	PROCESSEQU	
FA0000089	Process Equip 11089	2,300	(2,300)	0	PROCESSEQU	
FA0000063	Cold Storage Equip C41588	1,403	(1,403)	0	COLDSTOREQ	
FA0000273	Cold Stor LH 11087	1,494	(1,494)	0	COLDSTORLH	
FA0000453	Walkie - Crown - WP3045-45	7,451	(7,451)	0	COLDSTOREQ	
FA0000168	Grind Line 017137	3,207	(3,207)	0	GRINDLINE	Grinding Line
FA0000324	Room Temp LH 38334	3,700	(3,700)	0	ROOMTEMPLH	
FA0000240	Leasehold Improvements 10344	2,158	(2,158)	0	LEASEHOLD	
FA0000165	Grind Line 9717	2,250	(2,250)	0	GRINDLINE	Grinding Line
FA0000105	Process Equip 1074	1,050	(1,050)	0	PROCESSEQU	
FA0000452	Floor scrubber - Tennant 5680	5,850	(5,850)	0	SANITATION	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000102	Process Equip 9528	2,399	(2,399)	0	PROCESSEQU	
FA0000090	Process Equip 8622	1,100	(1,100)	0	PROCESSEQU	
FA0000150	Grind Line 9567	1,063	(1,063)	0	GRINDLINE	Grinding Line
FA0000598	Lenovo thinkpad-Sandeep	3,083	(3,083)	0	COMPUTER	Computer, Software and Hardware
FA0000455	Luis desk & 3 supervisor desks	1,597	(1,597)	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000529	Network security/firewall appl	2,692	(2,692)	0	COMPUTER	Computer, Software and Hardware
FA0000145	Grind Line-Crate 69123	998	(997)	0	GRINDLINE	Grinding Line
FA0000249	Electrical- Leasehold 13	1,350	(1,350)	0	ELECLEASEH	
FA0000222	Trichinella Equip INV138340	891	(891)	0	TRICHINELL	
FA0000225	Food Safety Therm. 20120731	819	(819)	0	FOODTHERMO	
FA0000281	Warehouse LH 20111015-KV	840	(840)	0	WHLEASEHOL	
FA0000293	Garbage 20	675	(675)	0	GARBAGEREN	
FA0000246	Electrical- Leasehold 3	800	(800)	0	ELECLEASEH	
FA0000435	Gravity Roller Convey(plastic)	12,858	(12,858)	0	PROCESSEQU	
FA0000248	Electrical- Leasehold 12	1,350	(1,350)	0	ELECLEASEH	
FA0000325	Room Temp LH 38333	9,250	(9,250)	0	ROOMTEMPLH	
FA0000231	Leasehold Improvements 10	4,098	(4,098)	0	LEASEHOLD	
FA0000492	Sierra Transformer Upgrade	4,678	(4,678)	0	WHLEASEHOL	
FA0000405	Marelec machine LH improvement	5,795	(5,795)	0	LEASEHOLD	
FA0000512	Electrical Plant Survey	6,800	(6,800)	0	WHLEASEHOL	
FA0000148	Grind Line QOUTE1408-DEPOSIT	5,050	(5,050)	0	GRINDLINE	Grinding Line
FA0000066	Cold Storage Equip S036260	805	(805)	0	COLDSTOREQ	
FA0000548	Terminal MC9200 Premium	7,197	(7,197)	0	LCOLDSTOR	
FA0000272	Cold Stor LH 11095	771	(771)	0	COLDSTORLH	
FA0000535	relocate electrical box-Flaker	8,715	(8,715)	0	LEASEHOLD	
FA0000059	Communications 121653	1,444	(1,444)	0	COMM FACTO	Office Equip, Furniture and Fixtures etc
FA0000161	Grind Line 9697	5,050	(5,050)	0	GRINDLINE	Grinding Line
FA0000285	Warehouse LH 21	1,125	(1,125)	0	WHLEASEHOL	
FA0000414	Pallet trucks (3)- std 48"x27"	1,143	(1,143)	0	PLANTEQUIP	
FA0000268	Cold Stor LH 11078	1,912	(1,912)	0	COLDSTORLH	
FA0000182	Grind Line-Hydroflaker 546794	1,259	(1,259)	0	GRINDLINE	Grinding Line
FA0000450	Mgmt office desks & chairs (2)	1,970	(1,970)	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000532	5x5 floor Scale with ethernet	1,619	(1,619)	0	SCALESPROC	
FA0000179	Grind Line 402591	2,478	(2,478)	0	GRINDLINE	Grinding Line
FA0000299	Garbage 2011DEC31-KV	535	(535)	0	GARBAGEREN	
FA0000282	Warehouse LH 9980	504	(504)	0	WHLEASEHOL	
FA0000167	Grind Line 9747	690	(690)	0	GRINDLINE	Grinding Line
FA0000301	Garbage 26	420	(420)	0	GARBAGEREN	
FA0000072	Cold Storage Equip 15020	400	(400)	0	COLDSTOREQ	
FA0000172	Grind Line 38047	1,205	(1,205)	0	GRINDLINE	Grinding Line
FA0000238	Leasehold Improvements 1/27	597	(596)	0	LEASEHOLD	
FA0000074	Cold Storage Equip 1189146	467	(467)	0	COLDSTOREQ	
FA0000091	Process Equip 8744	645	(645)	0	PROCESSEQU	
FA0000223	Trichinae Probes INV141592	692	(692)	0	TRICHINELL	
FA0000196	Grind Line 9759	300	(300)	0	GRINDLINE	Grinding Line
FA0000554	Lenovo desktop compr-Stephanie	1,109	(1,109)	0	COMPUTER	Computer, Software and Hardware
FA0000295	Garbage 1009	587	(587)	0	GARBAGEREN	
FA0000403	BRC electrical LH improvements	3,603	(3,603)	0	ELECLEASEH	
FA0000630	Lenovo Laptop-Prod.Supervisor	2,073	(2,073)	0	COMPUTER	Computer, Software and Hardware
FA0000618	Lenovo thinkpad-Rajit	3,161	(3,161)	0	COMPUTER	Computer, Software and Hardware
FA0000494	(5) Standard Drum Fan 36"	2,162	(2,162)	0	PLANTEQUIP	
FA0000209	Grind Line 130218	3,065	(3,065)	0	GRINDLINE	Grinding Line
FA0000075	Scanning Equipment I1203108	3,870	(3,870)	0	SCANNINGEQ	Computer, Software and Hardware
FA0000479	2 MotionWise electrical desks	1,400	(1,400)	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000619	Lenovo thinkpad-Jorge	3,161	(3,161)	0	COMPUTER	Computer, Software and Hardware
FA0000553	Lenovo desktop computer-wayne	1,109	(1,109)	0	COMPUTER	Computer, Software and Hardware
FA0000487	DVR 8CH, Cameras, monitor	4,460	(4,460)	0	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000104	Process Equip 2013MAR04-KV	451	(451)	0	PROCESSEQU	
FA0000206	Grind Line 1136	725	(725)	0	GRINDLINE	Grinding Line
FA0000080	Scanning Equipment I1305057	1,309	(1,309)	0	SCANNINGEQ	Computer, Software and Hardware
FA0000502	Stainless stopper-floor scale	780	(780)	0	PROCESSEQU	
FA0000106	Process Equip 1081	700	(700)	0	PROCESSEQU	
FA0000482	Motorola CP185 radios (5)	1,966	(1,966)	0	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000277	Cold Stor LH 11114	310	(310)	0	COLDSTORLH	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000016	Plant Equipment 9911	428	(428)	0	PLANTEQUIP	
FA0000108	Process Equip 9866	542	(542)	0	PROCESSEQU	
FA0000001	Office Chairs Beg.Bal. 9/28/11	-	0	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000467	Lenovo Ideapad- Eduardo	946	(946)	0	COMPUTER	Computer, Software and Hardware
FA0000208	Grind Line 130219	405	(405)	0	GRINDLINE	Grinding Line
FA0000296	Garbage 1010A	125	(125)	0	GARBAGEREN	
FA0000317	Processing Equipment 10482	3,000	(3,000)	0	PROCESSEQU	
FA0000368	Pallet Scale	2,989	(2,989)	0	SCALESPROC	
FA0000625	Lenovo desktop-Prod.Supervisor	1,443	(1,443)	0	COMPUTER	Computer, Software and Hardware
FA0000458	Marelec filters - spare (2)	2,251	(2,251)	0	PROCESSEQU	Marlec Slicer
FA0000124	Scales I1301085	2,284	(2,284)	0	SCALESPROC	
FA0000438	Walkie - Vimar - ET13MH	1,300	(1,300)	0	COLDSTOREQ	
FA0000205	Grind Line 63174	317	(317)	0	GRINDLINE	Grinding Line
FA0000149	Grind Line 5244	2,145	(2,145)	0	GRINDLINE	Grinding Line
FA0000032	Office Equipment 2011OCT31	-	0	0	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000570	2 Trash cans 45 gallon 2-way	1,046	(1,046)	0	SANITATION	
FA0000431	Polypro strapping machine	1,096	(1,096)	0	STRAPPING	
FA0000169	Grind Line 136866	2,181	(2,181)	0	GRINDLINE	Grinding Line
FA0000454	Blinds	1,204	(1,204)	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000009	Vacuum Packaging Equip 9/15/11	700	(700)	0	PLANTEQUIP	
FA0000698	Motorola MC9190-G Scanner 2	1,016	(1,016)	0	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000697	Motorola MC9190-G Scanner 1	1,016	(1,016)	0	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000699	Motorola MC9190-G Scanner 3	1,016	(1,016)	0	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000008	Steel Die 11/21/2011	-	0	0	DIESJIGSMO	
FA0000634	SS Cart for plastic tote	840	(840)	0	PROCESSEQU	
FA0000232	Leasehold Improve. 20111130-KV	515	(515)	0	LEASEHOLD	
FA0000437	Brute dollys,bins&utility cart	1,000	(1,000)	0	PROCESSEQU	
FA0000173	Grind Line 38048	140	(140)	0	GRINDLINE	Grinding Line
FA0000174	Grind Line 38049	140	(140)	0	GRINDLINE	Grinding Line
FA0000224	Food Safety Therm. 0000200274	150	(150)	0	FOODTHERMO	
FA0000474	Working table, table casters	1,150	(1,150)	0	PROCESSEQU	
FA0000154	Grind Line 69402	400	(400)	0	GRINDLINE	Grinding Line

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000002	Furniture 20120831	-	0	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000226	Food Safety Therm. 48637	505	(505)	0	FOODTHERMO	
FA0000679	Floor Scrubber	1,341	(1,341)	0	COLDSTOREQ	
FA0000077	Scanning Equipment 9836	228	(228)	0	SCANNINGEQ	Computer, Software and Hardware
FA0000204	Grind Line 63136	217	(217)	0	GRINDLINE	Grinding Line
FA0000005	Furniture Emp Pmt Advance	-	0	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000201	Grind Line 38382	360	(360)	0	GRINDLINE	Grinding Line
FA0000130	Label Printer I1301111	400	(400)	0	LABELPRINT	Computer, Software and Hardware
FA0000157	Grind Line 9596	360	(360)	0	GRINDLINE	Grinding Line
FA0000283	Warehouse LH 8633	597	(597)	0	WHLEASEHOL	
FA0000643	Aluminum Frame Canopy-10X10-1	354	(354)	0	PLANTEQUIP	
FA0000647	Aluminum Frame Canopy-10X10-5	354	(354)	0	PLANTEQUIP	
FA0000646	Aluminum Frame Canopy-10X10-4	354	(354)	0	PLANTEQUIP	
FA0000650	Aluminum Frame Canopy-10X10-8	354	(354)	0	PLANTEQUIP	
FA0000146	Grind Line 69342	500	(500)	0	GRINDLINE	Grinding Line
FA0000428	Sump pump	825	(825)	0	PLANTEQUIP	
FA0000651	Aluminum Frame Canopy-10X10-9	354	(354)	0	PLANTEQUIP	
FA0000652	Aluminum Frame Canopy-10X10-10	354	(354)	0	PLANTEQUIP	
FA0000649	Aluminum Frame Canopy-10X10-7	354	(354)	0	PLANTEQUIP	
FA0000644	Aluminum Frame Canopy-10X10-2	354	(354)	0	PLANTEQUIP	
FA0000645	Aluminum Frame Canopy-10X10-3	354	(354)	0	PLANTEQUIP	
FA0000648	Aluminum Frame Canopy-10X10-6	354	(354)	0	PLANTEQUIP	
FA0000309	Room Temp LH 38314	320	(320)	0	ROOMTEMPLH	
FA0000308	Room Temp LH 38313	360	(360)	0	ROOMTEMPLH	
FA0000147	Grind Line YTO290677600	48	(48)	0	GRINDLINE	Grinding Line
FA0000155	Grind Line 69402ADJ	66	(66)	0	GRINDLINE	Grinding Line
FA0000067	Cold Storage Equip INV138340	67	(67)	0	COLDSTOREQ	
FA0000626	Lenovo Monitor-Prod.Supervisor	169	(169)	0	COMPUTER	Computer, Software and Hardware
FA0000627	Lenovo Monitor-Prod. Office	169	(169)	0	COMPUTER	Computer, Software and Hardware
FA0000629	Lenovo Monitor- Eduardo	169	(169)	0	COMPUTER	Computer, Software and Hardware
FA0000628	Lenovo Monitor- Lead Hands	169	(169)	0	COMPUTER	Computer, Software and Hardware
FA0000261	Plumbing 2011DEC31-KV	38	(38)	0	PLUMBINGLH	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000188	Grind Line 126376	25	(25)	0	GRINDLINE	Grinding Line
FA0000007	Furniture 2013DEC31-PC	-	0	0	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000444	Super 6 Waterproof Scales (5)	1,250	(1,250)	-	SCALESPROC	
FA0000486	New 200 amp 120/208 volt panel	3,978	(3,978)	-	WHLEASEHOL	
FA0000093	Process Equip I1202005	543	(543)	-	PROCESSEQU	
FA0000662	Steel Frame Canopy-10X10-10	278	(278)	-	PLANTEQUIP	
FA0000658	Steel Frame Canopy-10X10-6	278	(278)	-	PLANTEQUIP	
FA0000459	2 TV Screens Office+ Lunch rm	1,296	(1,296)	-	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000197	Grind Line 9833	682	(682)	-	GRINDLINE	Grinding Line
FA0000203	Grind Line 63199	720	(720)	-	GRINDLINE	Grinding Line
FA0000290	Security Lock&Key 9/30/2012	2,175	(2,175)	-	WHLEASEHOL	
FA0000531	Galaxy camera outdoor	2,395	(2,395)	-	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000408	5 Super SS scales	2,475	(2,475)	-	SCALESPROC	
FA0000608	PAC Strapping Machine 2018	-	-	-	LPLANTEQUI	
FA0000653	Steel Frame Canopy-10X10-1	278	(278)	-	PLANTEQUIP	
FA0000578	Vacuum Pump	-	-	-	PROCESSEQU	
FA0000247	Electrical- Leasehold 11	580	(580)	-	ELECLEASEH	
FA0000439	Super 6 Waterproof Scales (5)	1,250	(1,250)	-	SCALESPROC	
FA0000484	Omega Air Station	19,400	(19,400)	-	PROCESSEQU	
FA0000561	Lenovo thinkpad - Shahid Alam	2,638	(2,638)	-	COMPUTER	Computer, Software and Hardware
FA0000198	Grind Line 407424	3,647	(3,647)	-	GRINDLINE	Grinding Line
FA0000079	Scanning Equipment I1305055	5,114	(5,114)	-	SCANNINGEQ	Computer, Software and Hardware
FA0000659	Steel Frame Canopy-10X10-7	278	(278)	-	PLANTEQUIP	
FA0000462	Conveyor Belt - Fortress	17,648	(17,648)	-	PROCESSEQU	IQF
FA0000485	Insulated bins only-grey	8,419	(8,419)	-	INSUL. BIN	
FA0000661	Steel Frame Canopy-10X10-9	278	(278)	-	PLANTEQUIP	
FA0000092	Process Equip 2012JAN30-AP	361	(361)	-	PROCESSEQU	
FA0000655	Steel Frame Canopy-10X10-3	278	(278)	-	PLANTEQUIP	
FA0000654	Steel Frame Canopy-10X10-2	278	(278)	-	PLANTEQUIP	
FA0000413	SCFI website	5,800	(5,800)	-	WEB/PRGDEV	Computer, Software and Hardware
FA0000677	Lunch Renovation	-	-	-	LEASEHOLD	
FA0000609	PAC Strapping Machine 2019	-	-	-	LPLANTEQUI	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000242	Leasehold Improvements 3988	2,471	(2,471)	-	LEASEHOLD	
FA0000577	Lenovo thinkpad-Anwar A.	3,401	(3,401)	-	COMPUTER	Computer, Software and Hardware
FA0000657	Steel Frame Canopy-10X10-5	278	(278)	-	PLANTEQUIP	
FA0000478	RCAP LED lighting retrofit	37,682	(37,682)	-	WHLEASEHOL	
FA0000276	Cold Stor LH 11103	1,050	(1,050)	-	COLDSTORLH	
FA0000906	Demolition & Reno at Glover	-	-	-	LEASEHOLD	
FA0000457	Motorola CP185 radios (5)	1,929	(1,929)	-	TELE & FAX	Office Equip, Furniture and Fixtures etc
FA0000656	Steel Frame Canopy-10X10-4	278	(278)	-	PLANTEQUIP	
FA0000057	Website Dev082712-HOLLYWISEMAN	-	-	-	WEB/PRGDEV	Computer, Software and Hardware
FA0000013	Hyster Forklift Lease 9/4/12	-	-	-	PLANTEQUIP	
FA0000660	Steel Frame Canopy-10X10-8	278	(278)	-	PLANTEQUIP	
FA0000446	Super 6 Waterproof Scales (5)	1,250	(1,250)	-	SCALESPROC	
FA0000251	Electrical- Leasehold 18	1,230	(1,230)	-	ELECLEASEH	
FA0000441	Walkie Crown 2nd hand WS21-10	1,800	(1,800)	-	PLANTEQUIP	
FA0000560	Lenovo thinkpad - Dan Patel	2,638	(2,638)	-	COMPUTER	Computer, Software and Hardware
FA0000144	Grind Line-Skid 69163	575	(575)	-	GRINDLINE	Grinding Line
FA0000400	Compressor	-	-	-	PLANTEQUIP	
FA0000185	Grind Line 137306	233	(233)	(0)	GRINDLINE	Grinding Line
FA0000183	Grind Line 67228	76	(76)	(0)	GRINDLINE	Grinding Line
FA0000192	Grind Line 59842	219	(219)	(0)	GRINDLINE	Grinding Line
FA0000029	Office Equipment IN3007480	-	(0)	(0)	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000671	Mobile Pan Rack-full height-3	373	(373)	(0)	PLANTEQUIP	
FA0000669	Mobile Pan Rack-full height-1	373	(373)	(0)	PLANTEQUIP	
FA0000672	Mobile Pan Rack-full height-4	373	(373)	(0)	PLANTEQUIP	
FA0000670	Mobile Pan Rack-full height-2	373	(373)	(0)	PLANTEQUIP	
FA0000250	Electrical- Leasehold 14	972	(972)	(0)	ELECLEASEH	
FA0000003	Furniture 2012SEP30-KV	-	(0)	(0)	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000673	Mobile Pan Rack-full height-5	373	(373)	(0)	PLANTEQUIP	
FA0000316	Processing Equip 10471	530	(530)	(0)	PROCESSEQU	
FA0000466	Filleting Unit-Foodmate	553	(553)	(0)	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000112	Process Equip 1143	340	(340)	(0)	PROCESSEQU	
FA0000126	Scales 78110	474	(474)	(0)	SCALESPROC	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000199	Grind Line 138289	238	(238)	(0)	GRINDLINE	Grinding Line
FA0000360	Portion Control Scale 1	495	(495)	(0)	SCALESPROC	
FA0000365	Portion Control Scale 6	495	(495)	(0)	SCALESPROC	
FA0000363	Portion Control Scale 4	495	(495)	(0)	SCALESPROC	
FA0000233	Curb Flashing 10230	1,600	(1,600)	(0)	LEASEHOLD	
FA0000469	(2) Standard Drum Fan 36"	1,131	(1,131)	(0)	PLANTEQUIP	
FA0000362	Portion Control Scale 3	495	(495)	(0)	SCALESPROC	
FA0000361	Portion Control Scale 2	495	(495)	(0)	SCALESPROC	
FA0000367	Portion Control Scale 8	495	(495)	(0)	SCALESPROC	
FA0000266	Cold Stor LH 2011OCT31	1,300	(1,300)	(0)	COLDSTORLH	
FA0000200	Grind Line 38371	310	(310)	(0)	GRINDLINE	Grinding Line
FA0000034	Office Equipment D16185520102	-	(0)	(0)	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000519	(3) Standard Drum Fan 36"	1,047	(1,047)	(0)	PLANTEQUIP	
FA0000366	Portion Control Scale 7	495	(495)	(0)	SCALESPROC	
FA0000364	Portion Control Scale 5	495	(495)	(0)	SCALESPROC	
FA0000440	Scale JSC60 with SS stand	1,100	(1,100)	(0)	SCALESPROC	
FA0000058	Website Development 62382	-	(0)	(0)	WEB/PRGDEV	Computer, Software and Hardware
FA0000310	Room Temp LH 38315	240	(240)	(0)	ROOMTEMPLH	
FA0000410	Plastic tote stands (2)	682	(682)	(0)	PROCESSEQU	
FA0000257	Plumbing 2011NOV11	630	(630)	(0)	PLUMBINGLH	
FA0000241	Leasehold Improvements 3990	480	(480)	(0)	LEASEHOLD	
FA0000490	SS pit frame for floor scale	3,469	(3,469)	(0)	PROCESSEQU	
FA0000434	Fin office chairs tables seats	2,788	(2,788)	(0)	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000062	Cold Storage Equip 20111015-KV	1,395	(1,395)	(0)	COLDSTOREQ	
FA0000017	Compressor JL-1392539	-	(0)	(0)	PLANTEQUIP	
FA0000270	Cold Stor LH 11077	2,475	(2,475)	(0)	COLDSTORLH	
FA0000470	Additional floor area resurfac	1,570	(1,570)	(0)	LEASEHOLD	
FA0000259	Plumbing 2011DEC03	3,919	(3,919)	(0)	PLUMBINGLH	
FA0000576	POSS Meat Separator	-	(0)	(0)	LPLANTEQUI	
FA0000256	Plumbing 2011NOV08	3,600	(3,600)	(0)	PLUMBINGLH	
FA0000377	M-4206 Mark II Printer	1,799	(1,799)	(0)	LABELPRINT	Computer, Software and Hardware
FA0000252	Electrical- Leasehold 26ADJ	2,060	(2,060)	(0)	ELECLEASEH	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000113	Process Equip 1147	2,275	(2,275)	(0)	PROCESSEQU	
FA0000098	Process Equip 9457	1,950	(1,950)	(0)	PROCESSEQU	
FA0000060	Communications 122311	490	(490)	(0)	COMM FACTO	Office Equip, Furniture and Fixtures etc
FA0000171	Grind Line 38046	420	(420)	(0)	GRINDLINE	Grinding Line
FA0000402	BRC plumbing LH improvements	689	(689)	(0)	PLUMBINGLH	
FA0000263	Plumbing 3972A	740	(740)	(0)	PLUMBINGLH	
FA0000129	Label Printer I1111082	350	(350)	(0)	LABELPRINT	Computer, Software and Hardware
FA0000184	Grind Line 137239	611	(611)	(0)	GRINDLINE	Grinding Line
FA0000018	Plant Equipment 9786	740	(740)	(0)	PLANTEQUIP	
FA0000260	Plumbing 2011DEC14	508	(508)	(0)	PLUMBINGLH	
FA0000278	Cold Stor LH 11113	390	(390)	(0)	COLDSTORLH	
FA0000181	Grind Line-Hydroflaker 546795	779	(779)	(0)	GRINDLINE	Grinding Line
FA0000488	Stainless steel rib tray holde	710	(710)	(0)	PLANTEQUIP	
FA0000030	Office Equipment 20111002-KV	-	(0)	(0)	OFFICEEQUI	Office Equip, Furniture and Fixtures etc
FA0000378	Protector M Enclosure - FA 377	1,495	(1,495)	(0)	LABELPRINT	Computer, Software and Hardware
FA0000411	SS heavy duty tables (two)	1,976	(1,976)	(0)	PROCESSEQU	
FA0000071	Cold Storage Equip 9910	1,268	(1,268)	(0)	COLDSTOREQ	
FA0000449	Luis laptop (surface book)	1,679	(1,679)	(0)	COMPUTER	Computer, Software and Hardware
FA0000061	Communications 131808	1,764	(1,764)	(0)	COMM FACTO	Office Equip, Furniture and Fixtures etc
FA0000409	Heavyduty SS table 40Wx48Lx24H	988	(988)	(0)	PROCESSEQU	
FA0000132	S/W-Processing Equip I1305030	510	(510)	(0)	S/WPROCEQU	Computer, Software and Hardware
FA0000210	Grind Line 018120	748	(748)	(0)	GRINDLINE	Grinding Line
FA0000489	2 stain. steel blue bag holder	800	(800)	(0)	PROCESSEQU	
FA0000239	Leasehold Improvements 1/27/12	433	(433)	(0)	LEASEHOLD	
FA0000528	Modif. conveyor-freezer tunnel	8,008	(8,008)	(0)	WHLEASEHOL	
FA0000416	Speed door control board	1,370	(1,370)	(0)	WHLEASEHOL	
FA0000623	Lenovo desktop-Eduardo	1,544	(1,544)	(0)	COMPUTER	Computer, Software and Hardware
FA0000070	Cold Storage Equip 14839	2,555	(2,555)	(0)	COLDSTOREQ	
FA0000010	Leased Plant Equip 10/1/11	-	(0)	(0)	PLANTEQUIP	
FA0000621	Lenovo desktop-Prod Office	1,544	(1,544)	(0)	COMPUTER	Computer, Software and Hardware
FA0000480	2 battery charger stands	2,050	(2,050)	(0)	COLDSTOREQ	
FA0000622	Lenovo desktop-Lead Hands	1,544	(1,544)	(0)	COMPUTER	Computer, Software and Hardware

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000212	Spacers-Storage Equipment 2809	7,580	(7,580)	(0)	SPACERS	
FA0000162	Grind Line 9696	1,420	(1,420)	(0)	GRINDLINE	Grinding Line
FA0000433	Boardroom chairs (8)	800	(800)	(0)	FURN&FIXTU	Office Equip, Furniture and Fixtures etc
FA0000109	Process Equip 9844	685	(685)	(0)	PROCESSEQU	
FA0000460	Dell Latitude 7480 Laptop	2,600	(2,600)	(0)	COMPUTER	Computer, Software and Hardware
FA0000620	Lenovo desktop-Myrna	1,544	(1,544)	(0)	COMPUTER	Computer, Software and Hardware
FA0000202	Grind Line 127657	490	(490)	(0)	GRINDLINE	Grinding Line
FA0000180	Grind Line-Analray Parts000001	616	(616)	(0)	GRINDLINE	Grinding Line
FA0000081	Scanning Equipment I1308012	875	(875)	(0)	SCANNINGEQ	Computer, Software and Hardware
FA0000100	Process Equip 9575	1,339	(1,339)	(0)	PROCESSEQU	
FA0000189	Grind Line 38185	2,406	(2,406)	(0)	GRINDLINE	Grinding Line
FA0000083	Scanning Equipment GENJNL YE	2,650	(2,650)	(0)	SCANNINGEQ	Computer, Software and Hardware
FA0000131	Bar Tender Label S/W 25302	450	(450)	(0)	S/WPROCEQU	Computer, Software and Hardware
FA0000298	Garbage 10138	490	(490)	(0)	GARBAGEREN	
FA0000101	Process Equip 2482729	1,215	(1,215)	(0)	PROCESSEQU	
FA0000271	Cold Stor LH 11083	1,205	(1,205)	(0)	COLDSTORLH	
FA0000530	Network security/firewall appl	1,663	(1,663)	(0)	COMPUTER	Computer, Software and Hardware
FA0000442	SS tote stands (8)	2,400	(2,400)	(0)	PROCESSEQU	
FA0000227	Sanitation Pump FL 51993	3,906	(3,906)	(0)	SANITATION	
FA0000095	Process Equip 1022	700	(700)	(0)	PROCESSEQU	
FA0000194	Grind Line 126934	824	(824)	(0)	GRINDLINE	Grinding Line
FA0000275	Cold Stor LH 11099	971	(971)	(0)	COLDSTORLH	
FA0000114	Scales I1110007	895	(895)	(0)	SCALESPROC	
FA0000258	Plumbing 2011NOV14	720	(720)	(0)	PLUMBINGLH	
FA0000097	Process Equip 1026	1,050	(1,050)	(0)	PROCESSEQU	
FA0000267	Cold Stor LH 11085	1,554	(1,554)	(0)	COLDSTORLH	
FA0000253	Electrical- Leasehold 37993	1,022	(1,022)	(0)	ELECLEASEH	
FA0000436	Cutting table,SS frame,adj leg	3,800	(3,800)	(0)	PROCESSEQU	
FA0000406	Bins with lids (quantity: 250)	4,638	(4,638)	(0)	PROCESSEQU	
FA0000407	Carlisle software upgrade	8,670	(8,670)	(0)	COMPSOFTWA	Computer, Software and Hardware
FA0000451	Carlisle SW enhancements	6,800	(6,800)	(0)	COMPSOFTWA	Computer, Software and Hardware
FA0000430	Walkie electric pallet jack	3,295	(3,295)	(0)	PLANTEQUIP	


No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000236	Leasehold Improvements 10203	8,283	(8,283)	(0)	LEASEHOLD	
FA0000533	Site Inspections, drawing rev.	15,567	(15,567)	(0)	WHLEASEHOL	
FA0000166	Grind Line 9744	2,720	(2,720)	(0)	GRINDLINE	Grinding Line
FA0000448	SS cutting table w plastic leg	3,185	(3,185)	(0)	PROCESSEQU	
FA0000294	Garbage 2011DEC16	932	(932)	(0)	GARBAGEREN	
FA0000230	Leasehold Improvements 8	1,380	(1,380)	(0)	LEASEHOLD	
FA0000127	Scales 79363	923	(923)	(0)	SCALESPROC	
FA0000292	Garbage 19	935	(935)	(0)	GARBAGEREN	
FA0000235	Leasehold Improvements C23152	2,675	(2,675)	(0)	LEASEHOLD	
FA0000160	Grind Line 136684	2,765	(2,765)	(0)	GRINDLINE	Grinding Line
FA0000125	Scales I1307064	1,380	(1,380)	(0)	SCALESPROC	
FA0000123	Scales I1212029	1,850	(1,850)	(0)	SCALESPROC	
FA0000068	Cold Storage Equip SCF-0001	2,555	(2,555)	(0)	COLDSTOREQ	
FA0000110	Process Equip 9878	1,626	(1,626)	(0)	PROCESSEQU	
FA0000300	Garbage 2012JAN05	983	(983)	(0)	GARBAGEREN	
FA0000521	Modifications-QC table,conveyr	2,850	(2,850)	(0)	WHLEASEHOL	
FA0000269	Cold Stor LH 11082	1,024	(1,024)	(0)	COLDSTORLH	
FA0000215	Spacers-Storage Equip 010593	2,250	(2,250)	(0)	SPACERS	
FA0000211	Grind Line 131233	1,528	(1,528)	(0)	GRINDLINE	Grinding Line
FA0000445	Vacuum packer - double chamber	4,600	(4,600)	(0)	PROCESSEQU	
FA0000274	Cold Stor LH 11084	5,542	(5,542)	(0)	COLDSTORLH	
FA0000117	Scales 09458	1,450	(1,450)	(0)	SCALESPROC	
FA0000076	Scanning Equipment 12665	3,167	(3,167)	(0)	SCANNINGEQ	Computer, Software and Hardware
FA0000073	Cold Storage Equip 1283	21,900	(21,900)	(0)	COLDSTOREQ	
FA0000011	2 Hyster Forklifts - Leased	-	(0)	(0)	PLANTEQUIP	
FA0000193	Grind Line 7394CR	11,652	(11,652)	(0)	GRINDLINE	Grinding Line
FA0000069	Hyster J35XNT Forklift U51625	-	(0)	(0)	COLDSTOREQ	
FA0000427	Bins with lids (quantity: 400)	7,390	(7,390)	(0)	PROCESSEQU	
FA0000306	Room Temp LH 38131	5,000	(5,000)	(0)	ROOMTEMPLH	
FA0000468	Electrical Works Warehouse	8,392	(8,392)	(0)	WHLEASEHOL	
FA0000515	Relocation of equipment	17,400	(17,400)	(0)	WHLEASEHOL	
FA0000237	Leasehold Improvements 28	1,620	(1,620)	(0)	LEASEHOLD	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000115	Scales I1110046	2,850	(2,850)	(0)	SCALESPROC	
FA0000284	Warehouse LH 11075	1,543	(1,543)	(0)	WHLEASEHOL	
FA0000243	Leasehold Improvements 10409	1,750	(1,750)	(0)	LEASEHOLD	
FA0000279	Cold Stor LH 11115	1,710	(1,710)	(0)	COLDSTORLH	
FA0000429	Vacuum packer - double chamber	4,500	(4,500)	(0)	PROCESSEQU	
FA0000558	Lift Truck PSI2276110	7,192	(7,192)	(0)	PLANTEQUIP	Material Handling equipment
FA0000234	Leasehold Improvements 10330	1,751	(1,751)	(0)	LEASEHOLD	
FA0000043	Signage 1338	2,710	(2,710)	(0)	SIGNAGE	Office Equip, Furniture and Fixtures etc
FA0000014	Plant Equip 2013MAR04-KV	2,000	(2,000)	(0)	PLANTEQUIP	
FA0000153	Grind Line-Rack Syst 20121031	4,200	(4,200)	(0)	GRINDLINE	Grinding Line
FA0000686	Freezer Spacers - Black	8,990	(8,990)	(0)	INSUL. BIN	
FA0000213	Spacers-Storage Equipment 2827	7,600	(7,600)	(0)	SPACERS	
FA0000685	Freezer Spacers - Black	8,980	(8,980)	(0)	INSUL. BIN	
FA0000221	Trichinella Equip 0000200274	1,904	(1,904)	(0)	TRICHINELL	
FA0000120	Scales GS1 Manual Weigh System	1,850	(1,850)	(0)	SCALESPROC	
FA0000311	Room Temp LH 38332	5,000	(5,000)	(0)	ROOMTEMPLH	
FA0000096	Process Equip 9075	1,950	(1,950)	(0)	PROCESSEQU	
FA0000087	Process Equip Beg Bal 10/11/11	7,235	(7,235)	(0)	PROCESSEQU	
FA0000128	Toshiba TEC Printer 25302	1,902	(1,902)	(0)	LABELPRINT	Computer, Software and Hardware
FA0000536	Various LED lighting fixtures	7,828	(7,828)	(0)	WHLEASEHOL	
FA0000187	Grind Line 37999	15,000	(15,000)	(0)	GRINDLINE	Grinding Line
FA0000088	Process Equip 1023	59,900	(59,900)	(0)	PROCESSEQU	
FA0000443	Hot water tank	12,535	(12,535)	(0)	PLANTEQUIP	
FA0000399	Freezer door -Berner(inv 2998)	28,460	(28,460)	(0)	COLDSTORLH	
FA0000483	Workstations upgrade	33,529	(33,529)	(0)	SCALESPROC	
FA0000476	Dynaco Freezer door M2 C/W	29,910	(29,910)	(0)	WHLEASEHOL	
FA0000688	Scales Processing Equipment	19,123	(19,123)	(0)	SCALESPROC	
FA0000447	Sizing & sorting machine	10,000	(10,000)	(0)	PROCESSEQU	
FA0000135	Strapping Machine 3494094	9,500	(9,500)	(0)	STRAPPING	
FA0000163	Grind Line 9694	3,155	(3,155)	(0)	GRINDLINE	Grinding Line
FA0000217	Insulated Bins-Storage 2815	8,784	(8,784)	(0)	INSUL. BIN	
FA0000064	Cold Storage Equip 1016	3,600	(3,600)	(0)	COLDSTOREQ	

No.	Description	Acquisition Cost	Depreciation	Net Book Value	Category	FA Grouping
FA0000280	West Blast Freezer C23121	11,412	(11,412)	(0)	COLDSTORLH	
FA0000571	20 Bonal Polar Insulate bins	16,458	(16,458)	(0)	LCOLDSTOR	
FA0000537	FedTech work-additional scope	78,533	(78,533)	(0)	WHLEASEHOL	
FA0000143	Grind Line-Blenders 7524	25,048	(25,048)	(0)	GRINDLINE	Grinding Line
FA0000245	Electrical- Leasehold 8590FA	7,572	(7,572)	(0)	ELECLEASEH	
FA0000323	Room Temp LH 38331	8,375	(8,375)	(0)	ROOMTEMPLH	
FA0000191	Grind Line 7394	17,478	(17,478)	(0)	GRINDLINE	Grinding Line
FA0000133	415 Machine 3485530	9,900	(9,900)	(0)	STRAPPING	
FA0000138	Grind Line-Fat Analyzer 7524	18,535	(18,535)	(0)	GRINDLINE	Grinding Line
FA0000286	Dock Repairs 3/31/2012	12,000	(12,000)	(0)	WHLEASEHOL	
FA0000065	Cold Storage Equip C23468	18,841	(18,841)	(0)	COLDSTOREQ	
FA0000178	Grind Line 38058	12,573	(12,573)	(0)	GRINDLINE	Grinding Line
FA0000352	Security System 8257	14,975	(14,975)	(0)	SECURITYEQ	Office Equip, Furniture and Fixtures etc
FA0000291	Security System 9/30/2012	8,560	(8,560)	(0)	WHLEASEHOL	
FA0000219	Racking-Storage Equip 25880 E	13,311	(13,311)	(0)	RACKING	
FA0000288	Warehouse LH 87276	12,948	(12,948)	(0)	WHLEASEHOL	
FA0000524	Vacuum Insulated Piping	102,095	(102,095)	(0)	WHLEASEHOL	Vemag Equipment
FA0000019	Semi-HermeticCompressor1390003	55,000	(55,000)	(0)	PLANTEQUIP	
FA0000159	Grind Line-SS ControlPanel1527	20,000	(20,000)	(0)	GRINDLINE	Grinding Line

**SCHEDULE A.2
INTELLECTUAL PROPERTY**

1. Trademarks

Mark	Owner	Country	Status	Registration Date	Registration Number
SIERRA SUPPLY CHAIN SERVICES	Eastern Meats Solutions Inc.	Canada	Registered	2017-09-13	TMA980480
SSCS LOGO 	Eastern Meats Solutions Inc.	Canada	Registered	2017-10-18	TMA983130

2. Internet Domain Names

- www.sierrasupplychainservices.ca
- www.sierrascs.ca
- www.sierracustomfoods.com

3. Social Media Accounts

- Facebook – Sierra Custom Foods (facebook.com/profile.php?id=127043870753534&_rdr)
- Facebook – Sierra Supply Chain Services (facebook.com/p/Sierra-Supply-Chain-Services-100075878778435/)
- YouTube – Sierra Supply Chain Services (youtube.com/channel/UCppcbcq7yLB5-t4KAWZiPeQ/videos)
- LinkedIn – Sierra Supply Chain Services (linkedin.com/company/sierra-supply-chain-services)

SCHEDULE B

ASSUMED CONTRACTS

Assumed Contracts	
1.	Indenture between 275 Walker Drive Holdings Limited and Sierra Realty Corporation (as successor by amalgamation to Sierra Madras Holdings Inc.) dated September 8, 2011, as amended and extended by a Lease Amending and Extension Agreement between 275 Walker Drive Holdings Limited, Sierra Realty Corporation (as successor by amalgamation to Sierra Madras Holdings Inc.) and Eastern Meat Solutions Inc.
2.	Agreement for Co-Manufacturing Services Between [REDACTED] and Sierra Supply Chain Services Inc. dated April 1, 2023 and Statement of Work dated April 1, 2023

SCHEDULE C

CONTRACTS REQUIRING CONSENT

- Indenture between 275 Walker Drive Holdings Limited and Sierra Realty Corporation (as successor by amalgamation to Sierra Madras Holdings Inc.) dated September 8, 2011, as amended and extended by a Lease Amending and Extension Agreement between 275 Walker Drive Holdings Limited, Sierra Realty Corporation (as successor by amalgamation to Sierra Madras Holdings Inc.) and Eastern Meat Solutions Inc.

SCHEDULE D

FORM OF APPROVAL AND VESTING ORDER

See attached.

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

THE HONOURABLE)
)
JUSTICE)
)
) DAY OF ►, 2024

**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 EASTERN
MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN
BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

(each an “**Applicant**” and collectively, the “**Applicants**”)

**APPROVAL AND VESTING ORDER
(Re: Sierra Foods 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 and order, among other things approving the sale transaction (the “**Transaction**”) contemplated by the asset purchase agreement (the “**Sale Agreement**”) between Sierra Custom Foods Inc. (the “**Seller**”) and ► (the “**Buyer**”) dated ►, 2024 and attached as Exhibit ► to the Affidavit of ► sworn ►, 2024 (the “**► Affidavit**”), and vesting in the Buyer all of Seller’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), was heard this day by videoconference in accordance with the Guidelines to Determine Mode of Proceeding in Civil Proceedings, effective April 19, 2022.

ON READING the Motion Record of the Applicants and the ► Report of Deloitte Restructuring Inc. in its capacity as Monitor of the Applicants (the “**Monitor**”) and on hearing the submissions of counsel for the Applicants, the Monitor, DIP Lender, the Buyer, and all other counsel listed on the Counsel Slip, no

one appearing for any other person on the service list, although properly served as appears from the affidavit of service of ► sworn on ►, 2024, filed:

SERVICE

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

SIERRA FOODS TRANSACTION APPROVAL & VESTING OF PURCHASED ASSETS

2. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Applicants and the Buyer (with the approval of the Monitor) may deem necessary, including, without limitation, to extend the Outside Date (as defined in the Sale Agreement). The Applicants are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Buyer.

3. **THIS COURT ORDERS** that upon the delivery of the 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 Amended and Restated Initial Order of the Honourable Justice Penny dated May 21, 2024; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) 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**”) 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.

4. **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.

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

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Seller is authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the records of the Seller pertaining to the Sellers past and current employees being transferred to the Buyer. 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 Seller.

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

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

- (c) any assignment in bankruptcy made in respect of any of the Applicants;

the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy 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 *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

8. THIS COURT ORDERS that Confidential Appendix ► to the ► Affidavit, which contains the unredacted version of the Sale Agreement, shall be sealed, kept confidential, and shall not form part of the public record until the Monitor's Certificate is filed with the Court.

GENERAL

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 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 Applicants, the Monitor and their respective agents as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order.

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

Schedule A to AVO – Form of Monitor’s Certificate

Court File No. CV-24-00720622-00CL

**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 EASTERN
MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN
BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND
EASTERN MEAT SOLUTIONS (USA) CORP.**

(each an “**Applicant**” and collectively, the “**Applicants**”)

MONITOR’S CERTIFICATE

RECITALS

A. The Applicants commenced these proceedings under the *Companies’ Creditors Arrangement Act* on May 21, 2024 (the “**CCAA Proceedings**”).

B. Pursuant to an Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 21, 2024 (as amended and restated), Deloitte Restructuring Inc. was appointed as monitor (the “**Monitor**”) of the Applicants in the CCAA Proceedings.

C. Pursuant to an Order of the Court dated ►, 2024, the Court approved the asset purchase agreement dated as of ►, 2024 (the “**Sale Agreement**”) between the Sierra Custom Foods Inc. (the “**Seller**”) and ► (the “**Buyer**”) and provided for the vesting in the Buyer of the Seller’s right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Seller and Buyer of a certificate confirming: (i) the payment in full by the Buyer of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets; (ii) that the conditions to Closing as set out in Articles 10 and 11 of the Sale Agreement have been

satisfied or waived by the Seller or the Buyer, as applicable; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Seller and the Buyer that:
 - a. the Buyer has paid, and the Seller has received, the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
 - b. all of the conditions to Closing as set out in Articles 10 and 11 of the Sale Agreement have been satisfied or waived by the Seller and the Buyer; and
 - c. the Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at _____ [TIME] on _____, 202__.

**DELOITTE RESTRUCTURING INC.,
solely in its capacity as Court-appointed Monitor
of the Applicants and without personal or
corporate liability**

Per: _____

Name:

Title:

SCHEDULE E

FORM OF ASSUMPTION AGREEMENT

See attached.

ASSUMPTION AGREEMENT

This Assumption Agreement (“**Assumption Agreement**”) is dated as of ►, 2024 between Sierra Custom Foods Inc. (the “**Seller**”), and ► (the “**Buyer**”).

RECITALS:

- (i) Seller and Buyer are parties to an asset purchase agreement dated as of ►, 2024 (as amended, restated, supplemented or modified to the date hereof, the “**Asset Purchase Agreement**”) pursuant to which, among other things, Buyer shall assume the assumed obligations and liabilities listed on **Schedule “A”** hereto (collectively, the “**Assumed Liabilities**”); and
- (ii) Section 4.3(b) of the Asset Purchase Agreement provides that Buyer shall execute and deliver this Assumption Agreement on Closing.

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Defined Terms**

Capitalized terms used herein but not otherwise defined are as defined in the Asset Purchase Agreement.

2. **Assumption of Liabilities**

- a) As of Closing, Buyer shall assume and discharge, perform and fulfill, when due, all of the Assumed Liabilities.
- b) Buyer shall not assume and shall have no obligation to discharge, perform or fulfill the Excluded Liabilities.

3. **Subject to Purchase Agreement**

This Assumption Agreement is subject to the terms and conditions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Assumption Agreement and the provisions of the Asset Purchase Agreement, the Asset Purchase Agreement will prevail. This Assumption Agreement does not create, and will not be interpreted as creating, any rights or obligations of the Parties other than those set forth in the Asset Purchase Agreement, nor does it derogate from, or will it be interpreted as derogating from, any rights or obligations of the Parties under the Asset Purchase Agreement, it being understood that this Assumption Agreement is solely to confirm the transfers set forth in the Asset Purchase Agreement and, if necessary, to provide evidence of such transfers to Third Parties.

4. **Binding Nature**

This Assumption Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns. This Assumption Agreement may only be assigned in accordance with Section 15.6 of the Asset Purchase Agreement.

5. **Governing Law**

This Assumption Agreement shall be governed according to the laws of the Province of Ontario. Section 15.12 of the Asset Purchase Agreement is incorporated by reference herein.

6. **Counterparts**

This Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original of this Assumption Agreement or such amendment and all of which, when taken together, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assumption Agreement to be executed and delivered by their duly authorized Representatives, all as of the day and year first above written.

SIERRA CUSTOM FOODS INC.

Per: _____
Name:
Title:
I have authority to bind the Corporation

[BUYER]

Per: _____
Name:
Title:
Per: _____
Name:
Title:

I have authority to bind the Corporation

SCHEDULE "A"

Assumed Liabilities

In accordance with Section 2.2 of the Asset Purchase Agreement, the following set out the Assumed Liabilities:

- (a) all Liabilities related to the Purchased Assets or the operation, use or ownership thereof, for the period from and after the Closing Date;
- (b) all Assumed Contract Assignment Costs; and
- (c) all obligations in respect of Assumed Employees arising on or after the Closing Date pursuant to Article 9 of the Asset Purchase Agreement.

Employee	Entity	Position
----------	--------	----------

Production Hourly Employees		
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
28	29	30
31	32	33
34	35	36
37	38	39
40	41	42
43	44	45
46	47	48
49	50	51
52	53	54
55	56	57
58	59	60
61	62	63
64	65	66
67	68	69
70	71	72
73	74	75
76	77	78
79	80	81
82	83	84
85	86	87
88	89	90
91	92	93
94	95	96
97	98	99
100	101	102
103	104	105
106	107	108
109	110	111
112	113	114
115	116	117
118	119	120
121	122	123
124	125	126
127	128	129
130	131	132
133	134	135
136	137	138
139	140	141
142	143	144
145	146	147
148	149	150
151	152	153
154	155	156
157	158	159
160	161	162
163	164	165
166	167	168
169	170	171
172	173	174
175	176	177
178	179	180
181	182	183
184	185	186
187	188	189
190	191	192
193	194	195
196	197	198
199	200	201
202	203	204
205	206	207
208	209	210
211	212	213
214	215	216
217	218	219
220	221	222
223	224	225
226	227	228
229	230	231
232	233	234
235	236	237
238	239	240
241	242	243
244	245	246
247	248	249
250	251	252
253	254	255
256	257	258
259	260	261
262	263	264
265	266	267
268	269	270
271	272	273
274	275	276
277	278	279
280	281	282
283	284	285
286	287	288
289	290	291
292	293	294
295	296	297
298	299	300
301	302	303
304	305	306
307	308	309
310	311	312
313	314	315
316	317	318
319	320	321
322	323	324
325	326	327
328	329	330
331	332	333
334	335	336
337	338	339
340	341	342
343	344	345
346	347	348
349	350	351
352	353	354
355	356	357
358	359	360
361	362	363
364	365	366
367	368	

Production Management/Supervisors/Team Leads

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Quality Assurance Staff		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Maintenance Staff		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Notes:

- (1) Under consideration by Buyer. Buyer to confirm to Seller in writing prior to Closing whether employment will be offered to these employees.

This is Exhibit “**D**” referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance wi
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K

August [] , 2024

[Name of Employee]

[Address]

Dear [Name of Employee]:

Subject: Key Employee Retention Plan

As you are aware, on May 21, 2024, Eastern Meat Solutions Inc. (“**Eastern Meat**”), Sierra Custom Foods Inc. (“**Sierra Foods**”), Sierra Supply Chain Services Inc. (“**Sierra Services**”), Sierra Realty Corporation (“**Sierra Realty**”), RVB Holdings Inc. (“**RVB Holdings**”), Vanden Broek Holdings (2008) Inc. (“**VBH**”), Sierra Realty Calgary Corporation (“**Sierra Calgary**”), and Eastern Meat Solutions (USA) Corp. (“**EMS US**” and collectively, the “**Applicants**”) sought and obtained protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the “**CCAA**”) pursuant to the initial order (as may be amended and restated, the “**Initial Order**”) of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). Pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed by the Court as the monitor of the Applicants (in such capacity, the “**Monitor**”).

On May 31, 2024, the Court issued an order (the “**SISP Approval Order**”) approving a sale and investment solicitation process (the “**SISP**”), pursuant to which the Monitor and the Applicants are soliciting offers from prospective purchasers to invest in or acquire the business and/or assets of Sierra Foods (a “**Transaction**”).

As part of the CCAA proceeding and in connection with the Transaction, the Applicants intend to seek Court approval of a proposed key employee retention plan (the “**KERP**”) for certain key employees of the Applicants. The KERP is a program in which, should there be a successful closing of a Transaction in the SISP, a retention bonuses will be offered to key employees in addition to (not in lieu of) any other payments or benefits to which such key employees are legally entitled under their respective employment agreements or applicable employment legislation.

The purpose of the KERP is to provide a tangible incentive to retain key personnel during the CCAA proceeding. This will ensure that the Applicants’ restructuring during the CCAA proceeding has the greatest chance of success and will maximize value in connection with any forthcoming Transaction in the SISP.

As a key employee of [NAME OF APPLICANT EMPLOYER], your continued assistance and loyalty during this period is important. We are therefore pleased to offer you a retention bonus under the KERP, subject in all respects to the terms and conditions set out below, including the successful closing of a Transaction in the SISP and the KERP being approved by the Court in the CCAA proceeding. The Monitor has approved the KERP we are offering you, subject in all respects to Court approval.

Any reference herein to a monetary amount shall mean the lawful currency of Canada unless the contrary is expressly provided for.

Terms of Proposed Retention Bonus

Subject in all respects to Court approval in the CCAA proceeding, which will be sought by the Applicants in the coming weeks, the proposed terms of your retention bonus are as follows:

1. You will be eligible for a total retention bonus in an amount equal to \$▶ (the “**Retention Bonus**”), which shall be payable as follows:
 - (a) the Retention Bonus shall become payable only upon the successful closing of a Transaction in the SISP (the “**Payment Date**”). In order to be eligible for the Retention Bonus, you must be actively employed with the Applicants on the Payment Date, subject to the following:
 - (i) if you: (i) resign, abandon, or otherwise choose to leave your employment with the Applicants for any reason prior to the Payment Date; (ii) fail to continue to fulfil your obligations as an employee in the ordinary course; or (iii) are terminated for cause prior to the Payment Date, you will not be eligible to receive the Retention Bonus; and
 - (ii) if you are terminated without cause at any point prior to the Payment Date, the full amount of the Retention Bonus that you would otherwise be entitled to hereunder will become payable to you on the Payment Date;
 - (b) the Retention Bonus shall be paid to you by the Applicants and is subject to all applicable withholding taxes and deductions, which will be deducted from that amount. The Retention Bonus is inclusive of any vacation pay to which you may be entitled; and
 - (c) the KERP does not affect the other terms of your employment with the Applicants and is in addition to (not in lieu of) any other payments or benefits to which you may be entitled under your employment agreement, other than vacation pay, as set out immediately above in subparagraph 1(b).

It is important that the terms of the Retention Bonus be kept strictly confidential and not be disclosed to anyone other than your spouse and legal counsel, and only then on the condition that they also agree to keep the terms of the Retention Bonus strictly confidential.

It is also important that you acknowledge and agree that: (i) the KERP and the Retention Bonus are subject in all respects to Court approval, which is not guaranteed or certain and which shall be sought by the Applicants at a later date; and (ii) you shall have no rights, remedies, recourse, or claims of any nature or kind in respect of Applicants, the Monitor, or their respective agents, employees, directors, officers, or representatives in connection with the KERP or the Retention Bonus, including in the event that the Applicants are unsuccessful in obtaining Court approval of the KERP and/or the Retention Bonus (whether in whole or in part).

We appreciate your efforts on behalf of the Applicants and look forward to your continuing contributions. If you wish to accept this offer for a Retention Bonus, subject to the terms and conditions set out herein and obtaining Court approval of the KERP, please respond directly to the e-mail enclosing this letter by stating “I accept” by no later than 5:00 p.m. (ET) on August 1, 2024, failing which this offer shall automatically terminate and no longer be capable of acceptance.

Yours very truly,

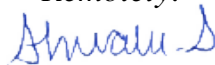
[NAME OF APPLICANT]

Per: _____

Name: Robert Vanden Broek

Title: Chief Executive Officer

This is Confidential Exhibit “A” referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance wi
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K

Confidential Exhibit “A”
to the Motion Record (returnable September 25, 2024)
of the Applicants

**Unredacted Copy of the Asset Purchase Agreement dated
September 19 , 2024**

*(to be filed with the Court subject to a request for a Sealing
Order)*

This is Equipment given Exhibit "B" referred to in the
Affidavit of Robert Vanden Broek sworn by Robert Vanden
Broek at the City of Toronto, in the Province of Ontario,
before me this 19th day of September, 2024 in accordance with
th *O. Reg. 431/20, Administering Oath or Declaration*
Remotely.



A Commissioner for taking affidavits

SHURABI SRIKARUNA

LSO #90908K

Confidential Exhibit “B”
to the Motion Record (returnable September 25, 2024)
of the Applicants

KERP Schedule containing key employees

*(to be filed with the Court subject to a request for a Sealing
Order)*

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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No.: CV-24-00720622-00CL

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

Proceedings commenced at Toronto, Ontario

**AFFIDAVIT OF ROBERT VANDEN BROEK
(Sworn September 19, 2024)**

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants

Tab 3

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

THE HONOURABLE)	WEDNESDAY, THE 25 th
)	
JUSTICE PENNY)	DAY OF SEPTEMBER, 2024

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

ORDER

(Re: Stay Extension, KERP Approval, DIP Amendment & Fee Approval)

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 in Toronto, Ontario, in accordance with the Guidelines to Determine Mode of Proceeding in Civil Proceedings, effective April 19, 2022.

ON READING the Affidavit of Robert Vanden Broek sworn September 19, 2024 (the "**Vanden Broek Affidavit**"), the Second Report dated September 19, 2024 (the "**Second Report**") of Deloitte Restructuring Inc., solely in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**"), the Affidavit of Jordan Sleeth sworn September 19, 2024 (the "**Sleeth Affidavit**"), and the Affidavit of Robert Kennedy sworn September 19, 2024 (the "**Kennedy Affidavit**") and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel that were present, no one else

appearing for any other parties, although duly served as it appears from the Affidavit of Service of ► sworn September ►, 2024, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Vanden Broek Affidavit and the motion record of the Applicants is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that all capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Amended and Restated Initial Order of the Honourable Justice Penny dated May 21, 2024 (the “**Initial Order**”).

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period, as ordered in paragraph 16 of the Initial Order, is hereby extended from September 30, 2024, until and including January 31, 2025.

APPROVAL OF KEY EMPLOYEE RETENTION PLAN

4. **THIS COURT ORDERS** that the key employee retention plan (the “**KERP**”) described in the Vanden Broek Affidavit, certain details of which are contained in Confidential Exhibit “B” to the Vanden Broek Affidavit, is hereby approved and the Applicants are hereby authorized and directed to make payments in accordance with the terms of the KERP.

5. **THIS COURT ORDERS** that the beneficiaries of the KERP shall be entitled to the benefit of and are hereby granted a charge on the Property in the aggregate amount of \$285,600 (the “**KERP Charge**”) to secure the amounts payable under the KERP pursuant to paragraph 4 of this Order. The KERP Charge shall rank subordinate to the Administration Charge, the DIP Lender’s Charge, the Directors’ Charge, the BMO Security, and the Intercompany Charges, but in priority to all other security interests, trusts, liens, charges, and encumbrances in favour of any Person upon the Property.

SEALING

6. **THIS COURT ORDERS** that Confidential Exhibit “B” to the Vanden Broek Affidavit shall be sealed, kept confidential, and shall not form part of the public record pending further Order of the Court.

DIP AMENDMENT

7. **THIS COURT ORDERS** that: (i) the execution by the Applicants of the DIP Amendment (as defined in the Vanden Broek Affidavit) substantially in the form attached as Appendix “▶” to the Second Report is hereby authorized and approved; and (ii) all references to “DIP Credit Agreement” and “DIP Documents” in the Initial Order shall be deemed to include and make reference to the DIP Credit Agreement as amended by the DIP Amendment.

WAGE EARNER PROTECTION PROGRAM ACT

8. **THIS COURT ORDERS** that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1 (“**WEPPA**”), the Applicants meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 and the Applicants’ former employees are eligible to receive payments in accordance with WEPPA following the termination of their employment.

BMO DISTRIBUTIONS

9. **THIS COURT ORDERS** that each applicable Applicant, with the consent of the Monitor, is hereby authorized, without further Order of the Court, to make distributions from the proceeds of its Property, including, without limitation, the proceeds of the transaction contemplated under the APA (as defined in the Vanden Broek Affidavit) in repayment (whether in whole or in part) of the obligations owing to: (i) the DIP Lender under the DIP Credit Agreement; and (ii) BMO under the BMO Credit Agreement or the BMO Guarantees (each as defined in the Affidavit of Robert Vanden Broek sworn May 21, 2024), as applicable, in each case, up to the total amount of the obligations owing by the applicable Applicants thereunder (collectively, the “**BMO Distributions**”).

10. **THIS COURT ORDERS** that the Applicants, with the consent of the Monitor, are hereby authorized to take all necessary steps and actions to effect the BMO Distributions in accordance with the provisions of this Order and neither the Applicants nor the Monitor shall incur any liability as a result of the BMO Distributions.

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

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

the BMO Distributions shall be made free and clear of all Encumbrances (including the Charges and any other charges granted pursuant to an Order of the Court in these proceedings) and shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors 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 *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

APPROVAL OF ACTIVITIES & FEES OF MONITOR

12. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor dated May 21, 2024, the First Report of the Monitor dated May 30, 2024, and the Second Report, and the activities, decisions, and conduct of the Monitor as set out therein, are hereby authorized and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

13. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from May 5, 2024 to August 31, 2024, in the amount of \$1,068,960 plus disbursements of

\$9,488, administrative expenses of \$32,069, and HST of \$144,367 for a total of \$1,254,884, as set out in the Sleeth Affidavit, are hereby approved.

14. **THIS COURT ORDERS** that the fees and disbursements of Dentons Canada LLP for the period from May 8, 2024 to August 31, 2024, in the amount of \$287,158.50 plus disbursements in the amount of \$80.30 and HST of \$37,341.05 for a total of \$324,579.85, as set out in the Kennedy Affidavit, are hereby approved.

GENERAL

15. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicants and the Monitor and their 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 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 agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Applicants and the Monitor are authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing on the date hereof.

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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No. CV-24-00720622-00CL

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

Proceedings commenced at Toronto, Ontario

ORDER

(Re: Stay Extension, KERP Approval, DIP Amendment & Fee Approval)

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)

Email: rkennedy@tgf.ca

D.J. Miller (LSO#34393P)

Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)

Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)

Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616

Fax: (416) 304-1313

Lawyers for the Applicants

Tab 4

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

THE HONOURABLE)	WEDNESDAY, THE 25 th
)	
JUSTICE PENNY)	DAY OF SEPTEMBER, 2024

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

**APPROVAL AND VESTING ORDER
(Re: Sierra Foods Transaction)**

THIS MOTION made by the Applicants for an order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), approving the sale of the right, title, and interest of Sierra Custom Foods Inc. ("**Sierra Foods**") in and to the Purchased Assets (as defined in the APA, which is defined below) (the "**Transaction**") contemplated by the asset purchase agreement (the "**APA**") among Sierra Foods, as seller, and 1001000161 Ontario Limited, as purchaser (the "**Purchaser**"), dated as of September 19, 2024, and appended to the Affidavit of Robert Vanden Broek dated September 19, 2024 (the "**Vanden Broek Affidavit**") as Exhibit "C", and vesting in the Purchaser all of Sierra Foods' right, title, and interest in and to the Purchased Assets, was heard this day by videoconference in Toronto, Ontario, in accordance with the Guidelines to Determine Mode of Proceeding in Civil Proceedings, effective April 19, 2022.

ON READING the Vanden Broek Affidavit and the Second Report dated September 12, 2024 of Deloitte Restructuring Inc., solely in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, and such other counsel that were present, no one else appearing for any other parties, although duly served as it appears from the Affidavit of Service of 12 sworn September 12, 2024, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Vanden Broek Affidavit and the motion record of the Applicants is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

TRANSACTION APPROVAL & VESTING OF PURCHASED ASSETS

2. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the APA by Sierra Foods is hereby authorized and approved, with such minor amendments as Sierra Foods, with the approval of the Monitor, may deem necessary, and the performance and discharge by Sierra Foods of its obligations under the APA are hereby authorized and approved. Sierra Foods, with the approval of the Monitor, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS** that upon the delivery of a Monitor’s certificate to the Purchaser substantially in the form attached as **Schedule “A”** hereto (the “**Monitor’s Certificate**”), all of Sierra Foods’ right, title, and interest in and to the Purchased Assets shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts, or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended and Restated Initial Order of the Honourable Justice Penny dated May 21, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security*

Act (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”) 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.

4. **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.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors 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 *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

7. **THIS COURT ORDERS** that Confidential Appendix “A” to the Vanden Broek Affidavit, which contains the unredacted version of the APA, shall be sealed, kept confidential and shall not form part of the public record until the Monitor’s Certificate is filed with the Court; provided that Schedules “B” and “F” to the APA shall remain sealed and not form part of the public record until further order of the Court.

GENERAL

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or outside of Canada to give effect to this Order and to assist the Applicants and the Monitor and their 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 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 agents in carrying out the terms of this Order.

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

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing on the date hereof.

**Schedule “A”
Form of Monitor’s Certificate**

Court File No. CV-24-00720622-00CL

**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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to the Amended and Restated Initial Order of the Honourable Justice Penny of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 21, 2024, Deloitte Restructuring Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”).

B. Pursuant to an Order of the Court dated September ►, 2024, the Court approved the sale (the “**Transaction**”) of the right, title, and interest of Sierra Custom Foods Inc. (“**Sierra Foods**”) in and to the Purchased Assets (as defined in the APA, which is defined below), contemplated by the asset purchase agreement (the “**APA**”) among Sierra Foods, as seller, and 1001000161 Ontario Limited, as purchaser (the “**Purchaser**”), dated as of September ►, 2024, and provided for the vesting in the Purchaser of Sierra Foods’ right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of this Monitor’s Certificate.

C. Unless otherwise indicated herein, all capitalized terms have the meanings set out in the APA.

THE MONITOR CERTIFIES the following:

1. The Purchaser has satisfied the Purchase Price in accordance with the APA;
2. The conditions to Closing set out in the APA have been satisfied or waived by the applicable Parties; and
3. The Transaction, including the sale and conveyance of the Purchased Assets to the Purchaser, has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

Deloitte Restructuring Inc., solely in its capacity as Court-appointed Monitor of the Applicants, and not in its personal or corporate capacity

Per: _____
Name:
Title:

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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No. CV-24-00720622-00CL

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

Proceedings commenced at Toronto, Ontario

APPROVAL AND VESTING ORDER

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)

Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)

Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)

Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)

Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616

Fax: (416) 304-1313

Lawyers for the Applicants

Tab 5

Court File No. — CV-24-00720622-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE —) ~~WEEKDAY~~ WEDNESDAY, THE #25th
JUSTICE — PENNY)
DAY OF ~~MONTH~~ SEPTEMBER,
20YR 2024

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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.

Applicants

~~BETWEEN:~~

~~PLAINTIFF~~

Plaintiff

~~—and—~~

~~DEFENDANT~~

Defendant

APPROVAL AND VESTING ORDER
(Re: Sierra Foods Transaction)

THIS MOTION made by the Applicants for an order pursuant to the *Companies'*
Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA"), approving the
sale of the right, title, and interest of Sierra Custom Foods Inc. ("**Sierra Foods**") in and to the

Purchased Assets (as defined in the APA, which is defined below) (the “**Transaction**”) contemplated by the asset purchase agreement (the “**APA**”) among Sierra Foods, as seller, and 1001000161 Ontario Limited, as purchaser (the “**Purchaser**”), dated as of September 19, 2024, and appended to the Affidavit of Robert Vanden Broek dated September 19, 2024 (the “**Vanden Broek Affidavit**”) as Exhibit “C”, and vesting in the Purchaser all of Sierra Foods’ right, title, and interest in and to the Purchased Assets, was heard this day by videoconference in Toronto, Ontario, in accordance with the Guidelines to Determine Mode of Proceeding in Civil Proceedings, effective April 19, 2022.

~~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~~Vanden Broek Affidavit and the Second Report dated September ►, 2024 of Deloitte Restructuring Inc., solely in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), and on hearing the submissions of counsel for the ~~Reeeiver~~, [NAMES OF OTHER PARTIES APPEARING], ~~no one~~Applicants, counsel for the Monitor, and such other counsel that were present, ~~no one else~~ appearing for any other ~~person on the service list~~parties, although ~~properly~~duly served as it appears from the ~~affidavit of [NAME] sworn [DATE]~~Affidavit of Service of ► sworn September ►, 2024, filed⁺;

⁺ ~~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.~~

SERVICE

1. THIS COURT ORDERS that the time for service of the Vanden Broek Affidavit and the motion record of the Applicants is hereby validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

TRANSACTION APPROVAL & VESTING OF PURCHASED ASSETS

2. ~~1.—THIS COURT ORDERS AND DECLARES~~ that the Transaction is hereby approved,² and the execution of the ~~Sale Agreement by the Receiver~~³ is APA by Sierra Foods is hereby authorized and approved, with such minor amendments as ~~the Receiver~~ Sierra Foods, with the approval of the Monitor, may deem necessary. ~~The Receiver, and the performance and discharge by Sierra Foods of its obligations under the APA are hereby authorized and approved. Sierra Foods, with the approval of the Monitor, is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.~~

3. ~~2.—THIS COURT ORDERS AND DECLARES~~ that upon the delivery of a ~~Receiver's~~ Monitor's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the ~~"Receiver's"~~ "Monitor's Certificate"), all of ~~the Debtor's~~ Sierra Foods' 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, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts, or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, or otherwise (collectively, the ~~"Claims"~~⁵)

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

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

⁴ ~~To 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.~~

⁵ ~~The "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~~

including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Amended and Restated Initial Order of the Honourable Justice [NAME] Penny dated [DATE] May 21, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) 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.~~

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

~~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).~~

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

~~⁸This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect~~

possession or control of the person having that possession or control immediately prior to the sale.

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.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Applicants and shall not be void or voidable by creditors 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) or any other

~~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.~~

applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

7. ~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario);~~ that Confidential Appendix "A" to the Vanden Broek Affidavit, which contains the unredacted version of the APA, shall be sealed, kept confidential and shall not form part of the public record until the Monitor's Certificate is filed with the Court; provided that Schedules "B" and "F" to the APA shall remain sealed and not form part of the public record until further order of the Court.

GENERAL

8. ~~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~~ outside of Canada to give effect to this Order and to assist the ~~Receiver and its~~ Applicants and the Monitor and their 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~~ 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 ~~Receiver and its~~ Applicants and the Monitor and their agents in carrying out the terms of this Order.

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

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing on the date hereof.

Schedule "A—"
Form of ~~Receiver's~~Monitor's Certificate

Court File No. CV-24-00720622-00CL

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 EASTERN MEAT SOLUTIONS INC.,
SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN
SERVICES INC., SIERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS
(2008) INC., SIERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.

Applicants

~~BETWEEN:~~

~~PLAINTIFF~~

Plaintiff

~~—and—~~

~~DEFENDANT~~

Defendant

~~RECEIVER'S~~MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to ~~an~~the Amended and Restated Initial Order of the Honourable ~~[NAME OF~~
~~JUDGE]~~Justice Penny 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").~~ May 21,
2024, Deloitte Restructuring Inc. was appointed as monitor of the Applicants (in such capacity,

the “**Monitor**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”).

B. Pursuant to an Order of the Court dated ~~[DATE]~~September ►, 2024, 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 (the “**Transaction**”) of the right, title, and interest of Sierra Custom Foods Inc. (“**Sierra Foods**”) in and to the Purchased Assets (as defined in the APA, which is defined below), contemplated by the asset purchase agreement (the “**APA**”) among Sierra Foods, as seller, and 1001000161 Ontario Limited, as purchaser (the “**Purchaser**”), dated as of September ►, 2024, and provided for the vesting in the Purchaser of ~~the Debtor’s~~Sierra Foods’ right, title, and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Monitor 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 ● 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.~~this Monitor’s Certificate.

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

THE ~~RECEIVER~~Monitor CERTIFIES the following:

1. The Purchaser has ~~paid and the Receiver has received~~satisfied the Purchase Price ~~for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement~~in accordance with the APA;
2. The conditions to Closing ~~as~~ set out in ~~section ● of the Sale Agreement~~APA have been satisfied or waived by the ~~Receiver and the Purchaser~~applicable Parties; and
3. The Transaction, including the sale and conveyance of the Purchased Assets to the Purchaser, has been completed to the satisfaction of the ~~Receiver~~Monitor.

[Link-to-previous setting changed from on in original to off in modified.].

4. This Certificate was delivered by the ~~Receiver~~Monitor at _____ [TIME] on _____ [DATE].

~~[NAME OF RECEIVER]~~Deloitte Restructuring Inc., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~Court-appointed Monitor of the Applicants, and not in its personal or corporate capacity

Per: _____

Name:

Title:

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 EASTERN MEAT SERVICES INC.,
CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION,
VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SERVICES
(USA) CORP.

Court 1

ONTARIO
SUPERIOR COURT
(COMMERCIAL)

Proceedings commence

APPROVAL AND

Thornton Grout Finnigan
TD West Tower, Toronto-D
100 Wellington Street West
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSC)
Email: rkennedy@tgf.ca

D.J. Miller (LSO#34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #777)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants

~~Schedule B—Purchased Assets~~

~~Revised: January 21, 2014~~

~~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)~~

Summary report: Litera Compare for Word 11.8.0.56 Document comparison done on 2024-09-19 11:27:23 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: approval-and-vesting-order-EN (2).doc	
Modified filename: Draft Approval and Vesting Order.doc	
Changes:	
<u>Add</u>	111
Delete	143
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	1
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	255

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 EASTERN MEAT SOLUTIONS INC., SIERRA CUSTOM FOODS INC., SIERRA SUPPLY CHAIN SERVICES INC., SIERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., SIERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No.: CV-24-00720622-00CL

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

Proceedings commenced at Toronto, Ontario

**MOTIO RECORD
(Stay Extension and Sale Approval,
Returnable September 25, 2024)**

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO #61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO #34393P)
Email: djmiller@tgf.ca

Adam Driedger (LSO #77296F)
Email: adriedger@tgf.ca

Shurabi Srikaruna (LSO #90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants