Court File No. CL-26-00000265-0000

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 FRESHSTONE BRANDS INC.

(Applicant)

APPLICATION RECORD

September 11, 2026

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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 FRESHSTONE BRANDS INC.

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(as of September 11, 2026)

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Jake Norris Email : jake.norris@justice.gc.ca Tel : 416-347-6832	
Excluded Contracts Pursuant to the Subscription Agreement	
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Prime Source Staffing Inc.	Email: accounts@primesourcestaffing.ca
786 Employment Inc.	Email: 786payroll@gmail.com
Bell Combustion Limited	Email: accounting@bellcombustion.com
Naylor Building Partnerships Inc.	Email: ar@naylorbp.com
Air Solutions Canada Inc.	Email: wingleton@airsolcan.com
The Morning Star Packing Company	Email: nlemos@morningstarco.com
One Source Food Solutions LLC	Email: marionh@onesourcefoodsolutions.com
Hydra Security Inc.	Email: accounts@hydrasecurity.ca
Allied Universal Security Services of Canada	Email: mieke.clarke@aus.com
GlassRatner Restructuring Inc.	Email: srosen@glassratner.com
Talent Sphere Staffing Solutions Inc.	Email: tsarling@talentsphere.ca
Butler Operations Inc.	Email: colleen@butlerdisposal.com
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Y.R.T. Janitorial Inc.	Email: andyogan32@live.com
IT Weapons	Email: ar@itweapons.com
Commport Communications Int. Inc.	Email: AccountsReceivable@commport.com
Faxinating Solutions Inc.	Email: service@fsiedi.com
Retained Contracts Pursuant to the Subscription Agreement	
Trenton Cold Storage Inc.	Email: katec@trencold.com
Everest Freezers Inc.	Email: warehouse@everestfreezers.ca
Proactive Supply Chain Solutions Inc.	Email: billing@proactivegroup.ca
ADP	Email: canada_accounts_receivable@ADP.com
Royal Bank of Canada	Email: efscservice@rbc.com
Canada Life	Email: anchit.gulati@canadalife.com
Desjardins	Email: grs_plansponsor@dfs.ca
Claim Secure	Email: nicole@multicarebenefits.com
Industrial Alliance	Email: beniah.lanoue@ia.ca
Paychex Inc. Paychex TPS	Email: payroll_sm_gs@paychex.com Copy to: jdfranklin@paychex.com
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U.S. Food and Drug Administration	Email: info@registrarcorp.com

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(Applicant)

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2	Draft Approval and Reverse Vesting Order
3	Affidavit of Leigh Wilson sworn September 11, 2026
A.	Exhibit "A"– Subscription Agreement
B.	Exhibit "B" – First Amendment to Subscription Agreement
C.	Exhibit "C" – Second Amendment to Subscription Agreement
D.	Exhibit "D"– Third Amendment to Subscription Agreement
E.	Exhibit "E" – Fourth Amendment to Subscription Agreement
F.	Exhibit "F" – Licence number 4HFXBWXT issued by the CFIA
G.	Exhibit "G"– Certificate of Conformity number 71649 issued by the SQF Institute
H.	Exhibit "H" – Certificate of registration number 11775333496 issued by the FDA
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J.	Exhibit "J"– Certificate of Conformity number 101165 issued by the SQF Institute

K.	Exhibit “K” – Letter of Certification - Kashruth Council of Canada
L.	Exhibit “L” – Letter from the Fruit and Vegetable Dispute Resolution Corporation
4	Draft WEPPA Order

TAB 1

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Applicant

NOTICE OF MOTION
(Returnable October 2, 2026)
(Approval and Reverse Vesting Order and WEPPA Order)

Freshstone Brands Inc. ("**Freshstone**" or the "**Applicant**") will make a Motion before the Honourable Justice Black or another Judge of the Ontario Superior Court of Justice (Commercial List) at 330 University Avenue, Toronto, Ontario (the "**Court**") on October 2, 2026 at 10:00AM (EST) or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard:

☐ in writing under subrule 37.12.1 (1) because it is on consent, unopposed or made without notice;

☐ in writing as an opposed motion under subrule 37.12.1 (4);

☐ in person;

☐ by telephone conference;

☒ by video conference.

Should you require the Zoom link, please contact Anna Arapovic at aarapovic@stikeman.com.

THIS MOTION IS FOR[1]:

1. An approval and reverse vesting order (the "**ARVO**") substantially in the form of the draft order included at **Tab 2** of the Applicant's motion record (the "**Motion Record**"), providing for, *inter alia*:

(a) Approval of the Transactions Contemplated in the Subscription Agreement. The approval of the transactions (the "**Transactions**") contemplated in the Subscription Agreement dated June 12, 2026 between Freshstone, as issuer, and Mr. Frank Burdzy, on his own behalf or on behalf of an entity to be incorporated by him and designated prior to the closing (the "**Subscription Agreement**"), as investor (the "**Investor**"), as amended on July 15, 2026, July 28, 2026, August 14, 2026 and September 11, 2026 (the "**Amended Subscription Agreement**");

(b) Vesting of Excluded Assets, Excluded Liabilities and Excluded Contracts and Release of Freshstone. The transfer and vesting of all Excluded Assets (defined in the Amended Subscription Agreement as being assets listed in Schedule 1.1.30 thereto) in a company that is in the process of being incorporated ("**ResidualCo 1**"), the transfer of all Excluded Liabilities (being all Liabilities other than the Retained Liabilities), all Excluded Contracts (being all Contracts other than the Retained Contracts), the Excluded Employees and the Excluded Employee Plans in a company that is in the process of being incorporated ("**ResidualCo 2**",

[1]All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Second affidavit of Leigh Wilson sworn September 11, 2026, included at **Tab 3** in support of the present Motion.

together with ResidualCo 1, the “**ResidualCos**”), and the release of Freshstone from any and all obligations in relation to the Excluded Assets, the Excluded Contracts, the Excluded Employee Plans and the Excluded Employees;

(c) Addition of ResidualCo. 1 and ResidualCo. 2, (or otherwise of AmalCo.) to the CCAA Proceedings and termination of the CCAA Proceedings in respect of Freshstone. The addition of ResidualCo. 1 and ResidualCo. 2 (or otherwise of the entity resulting from the post-closing amalgamation of ResidualCo1 and ResidualCo2 (“**AmalCo.**”)) as company(ies) to which the CCAA applies or to which the benefits extend to within the present CCAA proceedings and the termination of such CCAA proceedings in respect of Freshstone;

(d) Enhancement of the Monitor’s powers: The enhancement of the Monitor’s powers in order to: (a) distribute any cash proceeds received upon closing of the Transactions in accordance with the Amended Subscription Agreement, and, (b) if deemed advisable, exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1, ResidualCo. 2 or AmalCo., including the opening of one or more new bank accounts on their behalf, the causing of such entities to perform such functions as the Monitor considers necessary or desirable to facilitate the wind-down and the distribution of their property, and the assignment of ResidualCo. 2 or of AmalCo, as the case may be. into bankruptcy following the closing of the Transactions;

(e) Release of the D&Os. The granting a release in favour of Freshstone’ directors and officers upon closing of the transactions contemplated in the Amended Subscription Agreement, and subject to the standard caveats described in the ARVO; and

(f) Extension of the Stay Period: An extension of the Stay Period until November 30, 2026, namely to allow for the closing of the Transactions, the distribution by the Monitor of the cash proceeds to be received thereunder and the filing by the Monitor of voluntary assignment in bankruptcy for ResidualCo 2 or Amalco, as the case may be.

2. An order (the "**WEPPA Order**") substantially in the form of the draft order included at **Tab 4** of the Applicant's Motion Record, declaring that ResidualCo 2 and AmalCo. meet the conditions prescribed by section 5(1)(b)(i) and (c) of the *Wage Earner Protection Program Act*, SC 2005, c 47, s. 1 (the "**WEPPA**"), and meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the "**WEPP Regulations**").

THE GROUNDS FOR THE MOTION ARE:

Procedural Background

3. Freshstone is a leading Canadian manufacturer of prepared meals with operations strategically located mainly in Ontario, near the U.S. market, and specializing in fresh, high-quality products for retail, foodservice, and co-manufacturing channels.

4. On June 8, 2026, Freshstone sought and obtained protection under the CCAA pursuant to an Initial Order granted by the Court, which Initial Order provided for, *inter alia*:

(a) Stay of Proceedings. A stay of all proceedings and remedies taken or that might be taken against Freshstone, its property, or its directors and officers, until and including June 18, 2026 (the "**Stay Period**");

(b) Appointment of a Monitor. The appointment of Deloitte Restructuring Inc. ("**Deloitte**" or the "**Monitor**") as the monitor of Freshstone;

(c) Administration Charge and Directors' Charge. The granting of an Administration Charge in an initial amount of $250,000 and a Directors' Charge in an initial amount of $1,750,000 to cover the potential exposure of the beneficiaries of such charges during the initial Stay Period. The Administration Charge and the Directors' Charge rank in priority to all other encumbrances, whether conventional or legal, including over the claims of the federal and provincial governments subject to a deemed trust, but the Directors' Charge is subordinated to the DIP Lender's Charge (as defined below); and

(d) DIP Financing and DIP Lender's Charge. The approval of a DIP Facility Loan Agreement (the "**DIP Credit Agreement**") entered into between Garrington Financial Services Inc., as lender ("**Garrington**" or the "**DIP Lender**"), and Freshstone, as borrower, and the authorization for Freshstone to borrow under the DIP Credit Agreement an initial amount of up to $1,600,000 during the initial Stay Period (the "**Authorized DIP Amount**"), which Authorized DIP Amount was secured by a priority charge against the assets of Freshstone for the benefit of the DIP Lender (the "**DIP Lender's Charge**"). The DIP Lender's Charge ranks in priority to all other encumbrances, whether conventional or legal, including over the claims of the federal and provincial governments subject to a deemed trust, but is subordinated to the Administration Charge.

5. On June 18, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**"), which provided for, *inter alia*:

(a) Stay of Proceedings. An extension of the Stay Period until October 16, 2026;

(b) Administration Charge and Directors' Charge. An increase of the Administration Charge to a total amount of $650,000 and of the Directors' Charge to a total amount of $2,000,000; and

(c) DIP Financing. An increase of the Authorized DIP Amount to a maximum aggregate principal amount at no time exceeding $7,000,000.

6. On June 18, 2026 also, the Court granted a Sale and Investment Solicitation Process Order (the "**SISP Order**"), which provided for, *inter alia*:

(a) Conduct of the SISP in Accordance with the SISP Procedures. The authorization for Freshstone, with the assistance of GlassRatner Advisory Canada, in its capacity as sale advisor to Freshstone ("**GR**" or the "**Sale Advisor**"), and under the supervision of the Monitor, to conduct and implement a sale and investment solicitation process (the "**SISP**") in accordance with the procedures appended to the SISP Order (the "**SISP Procedures**");

(b) Engagement of Sale Advisor. The approval of the engagement of GR as sale advisor to Freshstone in the context of the SISP; and

(c) Approval of the Subscription Agreement. The approval, *nunc pro tunc*, of the Subscription Agreement, subject to non-material amendments which could be made thereto with the approval of the Monitor, solely for the purpose of serving as a "*stalking horse bid*" in the context of the SISP (the "**Stalking Horse Bid**"), and authorizing Freshstone to pay the Investor its reasonable, documented, out-of-pocket costs and expenses, up to a maximum amount of $50,000, in accordance with the terms of the Subscription Agreement, and granting a charge in favour of the Investor to secure the payment of such expenses, which charge is to be subordinated only to the DIP Charge, the Administration Charge and the Directors' Charge.

The Conduct of the SISP

7. Over the course of the past few weeks, Freshstone, with the assistance of the Sale Advisor and under the supervision of the Monitor, has conducted the SISP in respect of its business and assets in accordance with the SISP Order and the SISP Procedures appended thereto.

8. As part of the SISP:

(a) A total of 139 Prospective Bidders (as defined in the SISP Procedures) were solicited, provided with a copy of a "Teaser Letter" and invited to participate in the SISP;

(b) Of these Prospective Bidders, 27 executed a Confidentiality Agreement and were provided with access to a virtual data room prepared by Freshstone and the Sale Advisor;

(c) Ultimately, no LOIs were received either prior to or after the LOI Deadline of August 14, 2026 at 5:00p.m. Toronto time.

9. As such, the Stalking Horse Bid reflected in the Amended Subscription Agreement was formally declared by Freshstone, in consultation with the Sale Advisor and the Monitor, as the Successful Bid in the SISP in accordance with paragraph 17 of the SISP Procedures.

The ARVO Sought by Freshstone

A. The Approval of the Transactions

10. The Stalking Horse Bid not only constitutes the best bid received by Freshstone in the context of the SISP, but constitutes the only bid so received, despite a robust SISP having been

conducted by Freshstone, with the assistance of the Sale Advisor and under the supervision of the Monitor, all in consultation with the DIP Lender.

11. The market was thoroughly canvassed through a fulsome, fair and transparent process conducted with the assistance of the Sale Advisor and under the supervision of the Monitor, in compliance with the SISP Order and the SISP Procedures previously approved by the Court.

12. Ultimately, the Transactions constitute the best available outcome in the circumstances, as it will allow the maximization of creditor recovery, while at the same time allowing for the pursuit of Freshstone's operations as a going concern and the continued employment of hundreds of employees.

B. The Approval of the "Reverse Vesting" Structure

13. As appears from the Amended Subscription Agreement, the Transactions are proposed to be implemented by way of a "reverse vesting" structure, in order to preserve and maximize the going-concern value of Freshstone's business and allow Freshstone to exit from these CCAA proceedings and ensure, to the extent possible, a seamless transition therefrom.

14. As further detailed in the Second Wilson Affidavit, multiple reasons justify the "reverse vesting" structure proposed in the Amended Subscription Agreement, including the following:

(a) <u>Preservation of Freshstone's Licences, Certificates and Registrations</u>: Freshstone is a Canadian manufacturer of prepared meals, whose operations involve, *inter alia*, the reception and processing of raw food inventory from its Steinway Facility and Mississauga Facility (collectively, the "**Facilities**"). In order to operate from the Facilities, Freshstone must maintain certain licences, certificates and registrations with, *inter alia*, the Canadian Food Inspection Agency ("**CFIA**"), the Safe Quality Food Institute, the U.S. Food and Drug Administration and the Kashruth Council of Canada. Freshstone's understanding is that these licences, certificates and registrations cannot be assigned or otherwise transferred to a third-party, such that under a traditional asset deal and "vesting" structure, the Investor would be required to re-apply and re-submit the relevant applications in order to obtain the above licences, certifications and registrations, without any guarantee that such new licences, certifications and registrations will be re-issued, and, in any event, significant delays are to be expected, all of which may put the Transactions at risk, to the detriment of Freshstone and its stakeholders;

(b) Preservation of Freshstone's Membership with the Fruit and Vegetable Dispute Resolution Corporation: Pursuant to the *Safe Food for Canadians Regulations*, SOR/2018-108 (the "**SFCR**") administered by the CFIA, Canadian companies that buy, sell or import fresh fruits and vegetables inter-provincially and internationally, such as Freshstone, are required, unless exempted, to maintain a membership with the Fruit and Vegetable Dispute Resolution Corporation (the "**DRC**"). Under a traditional asset deal and "vesting" structure where Freshstone would likely file for bankruptcy after the transfer of its assets to another entity, Freshstone's membership with the DRC would not only automatically terminate, but in addition to the foregoing, the DRC would report such termination to the CFIA and would make public such termination, the reason and date of such termination as well as the names and titles of the "responsibly connected persons", all of whom would be posted on the DRC's list of "sanctioned parties", and the current and future employment of any such "sanctioned parties" with another DRC member could be conditional on that member posting financial security. Since the Investor was named by the DRC as a "responsibly connected person", implementing the

Transactions as a traditional asset deal and "vesting" structure could ultimately impair the Investor's ability to operate through another entity;

(c) Preservation of Freshstone's Tax Attributes. The Investor has advised Freshstone that its willingness to implement the Transactions, to satisfy the Subscription Price (including by indirectly assuming the Retained Liabilities) and, ultimately, pursue the business of Freshstone for the benefit of all of its stakeholders, including its hundreds of direct and indirect employees, is subject to, *inter alia*, its ability to maximize Freshstone's tax attributesc(the "**Tax Attributes**"). These Tax Attributes include: (a) approximately $36.6 million in non-capital loss carryforwards, based on Freshstone's tax return for the year ended December 31, 2024; and (b) more than $50 million in non-capital loss carryforwards, based on Freshstone's current estimates for the years ended December 31, 2025 and 2026. Such Tax Attributes could potentially be lost should the Transactions be structured as an asset deal to be implemented through a traditional approval and vesting order, given that these Tax Attributes cannot legally be assigned to a third party. If the Transactions cannot be implemented as a share deal through an approval and reverse vesting order, this could result in the loss of the Tax Attributes, and, in turn, affect the Investor's willingness or ability to complete the Transactions in their current form, thereby negatively impacting the value of the Transactions and their delaying closing, all to the detriment of Freshstone and its stakeholders.

(d) Preservation and Maintenance of the "Retained Contracts". Pursuant to the Amended Subscription Agreement, the Investor proposes to retain, through Freshstone, all of the "Retained Contracts" set out in Schedule 1.1.6.1 of the Amended Subscription Agreement, which include (a) all active customer contracts currently in existence (including pricing sheets), save exception, of which there are currently approximately 20-25, and (b) all active supplier code of conduct agreements and ancillary documents currently in existence, of which there are currently over 100. The "*reverse vesting*" structure proposed in the Amended Subscription Agreement is intended, as previously mentioned, to ensure a seamless transition, including by facilitating the retention and maintenance of the above "Retained Contracts". If the Transactions cannot be implemented as a share deal through an approval and reverse vesting order, all of the "Retained Contracts" would need to be either assigned, to the extent possible, or otherwise renegotiated with the Investor and the relevant counterparty to the "Retained Contracts". Such process would not be efficient and would potentially delay the closing of the Transactions.

15. In addition to the benefits described above, the "reverse vesting" structure proposed in the Amended Subscription Agreement will produce an economic result at least as favourable as any other viable alternative and no stakeholder will be worse off under such structure. For instance, while no contract will be assigned *per se*, the Investor has agreed nevertheless to pay "cure costs" in respect of "Retained Contracts" to ensure that counterparties to such contracts are not prejudiced by the "reverse vesting" structure. In addition, Freshstone will also be requesting the Court to grant the WEPPA Order, so as to ensure that all employees terminated by Freshstone, either prior to or in connection with the Transactions, will be able submit a claim and obtain a recovery pursuant to the WEPP, in the same manner as if the Transactions had been structured as a traditional "vesting" transaction.

16. Ultimately, the offer made by the Investor was not only the sole going concern offer submitted to Freshstone in the context of the SISP, but it was also the only offer altogether. Ultimately, the Subscription Price offered by the Investor in the Amended Subscription Agreement reflects the going-concern value of Freshstone, which requires, as previously discussed, the

preservation of the licences, certificates and registrations being preserved under the "reverse vesting" structure.

C. The Enhancement of the Monitor's Powers

17. In order to ensure the completion of these CCAA proceedings, Freshstone requests to enhance the Monitor's powers to include the power to distribute any cash portion of the Subscription Price in accordance with the Amended Subscription Agreement, and to exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1, ResidualCo. 2 or AmalCo. (including the opening of one or more new bank accounts on their behalf, the causing of such entities to perform such functions as the Monitor considers necessary or desirable to facilitate the windind-down and the distribution of their property, and the assignment of ResidualCo. 2 or of AmalCo, as the case may be. into bankruptcy following the closing of the Transactions).

18. No creditor or other stakeholder will be prejudiced by such enhancement of the Monitor's powers.

D. The D&O Release

19. If approved by the Court, the Transactions will, *inter alia*:

(a) allow a recovery for Freshstone's senior secured creditor as a result of its credit-bid proposed in the Amended Subscription Agreement;

(b) allow a recovery for some of Freshstone's unsecured creditors whose claims will be "retained" and ultimately paid, as proposed in the Amended Subscription Agreement;

(c) allow Freshstone's clients and suppliers to continue to rely upon Freshstone's ongoing operations; and, perhaps most importantly,

(d) allow most of Freshstone's employees to maintain their employment with Freshstone.

20. This successful restructuring required extensive efforts by Freshstone's directors and officers who were required to, *inter alia*:

(a) meet on numerous occasions, at least weekly, both prior to and after the commencement of these CCAA proceedings, to consider various issues pertaining to Freshstone's dire financial situation and assess potential solutions;

(b) negotiate the terms of the interim financing which allowed these restructuring proceedings to be possible;

(c) negotiate the terms of the engagement of the Sale Advisor which allowed a SISP to be conducted;

(d) negotiate the terms of the Stalking Horse Bid at the outset of these CCAA proceedings in order to establish a floor-price for the sale of its business and/or assets, and, as previously mentioned, ensure that if determined to be the "Successful Bid" in the SISP, the proposed "reverse vesting" structure would produce an economic result at least as favourable as any other viable alternative and that no stakeholder would be worse off under such proposed structure;

(e) take on a hands-on role in conducting the SISP, and dealing with various issues in relation to the SISP, and provide extensive information to potential bidders to allow them to conduct their due diligence; and

(f) ensure that Freshstone's on-going operations could be properly conducted and managed during such proceedings, which necessitated on-going dialogue with Freshstone's clients, suppliers and employees.

21. Moreover, if the Transactions are approved by the Court, Freshstone's directors and officers will also be required to continue their work to ensure that the closing of the Transactions occurs, and that a post-closing transition can be properly implemented so that the restructured and reorganized Freshstone can pursue its operations as a going concern, for the benefit of all of its stakeholders.

22. Without its directors and officers, Freshstone would not have been able to conduct a successful restructuring.

23. The continued involvement of Freshstone's Chief Executive Officer and member of its board of directors, Mr. Frank Burdzy, has particularly been essential in ensuring the maintenance of Freshstone's operations as a going concern, having, *inter alia:*

(a) agreed to advance to Freshstone several millions of dollars in order to protect its business, maintain its operations and the employment of several hundreds of employees;

(b) agreed to submit the Stalking Horse Bid (with no bid protections, other than a limited expense reimbursement provision) to establish a floor price for the sale of Freshstone's assets and, more importantly, ensure that if no superior offer was submitted in the context of the SISP, Freshstone's operations would still be able to continue as a going concern.

24. Ultimately, without Mr. Burdzy, either as a director and officer of Freshstone or as a bidder, the pursuit of Freshstone's business and operations would have been compromised, with the only alternative outcome being a bankruptcy liquidation.

25. As stated in the Second Wilson Affidavit, while Freshstone is not aware of any claim having been formulated as against its directors and officers, Freshstone nevertheless requests the Court to grant limited releases, solely in their favour, subject to the standard exclusions for claims arising from fraud or wilful misconduct, particularly in a context where it is proposed that as part of the Transactions, the Directors' Charge be discharged against Freshstone's assets or otherwise transferred to ResidualCo. 2. To the extent that the release sought in favour of Freshstone's directors and officers, such directors and officers will require that a claims process be undertaken in order to identify any claim which may exist against them and, if applicable, adjudicate any such claim or otherwise deal with same, before the Directors' Charge is discharged or otherwise transferred to ResidualCo. 2. Such process would not only be costly, but would also take several weeks to complete, thereby delaying closing on the Transactions.

E. The Extension of the Stay Period

26. If this Court approves the Transactions and grants the ARVO, the next steps will include the following:

(a) <u>Closing of the Transactions</u>: The "Outside Closing Date" set out in the Subscription Agreement is November 27, 2026. However, the Investor has advised Freshstone that it remains committed in closing the Transactions within five (5) Business Days following the satisfaction of all conditions to Closing (as defined in the Subscription Agreement), which include the issuance of the ARVO and such ARVO being final and non-appealable;

(b) Bankruptcy of the ResidualCos: Following the closing of the Transactions and the transfer of the Excluded Assets, Excluded Liabilities and Excluded Contracts to the ResidualCos, the Monitor, subject to the Court enhancing its powers as previously discussed, will need file voluntary assignment in bankruptcy in respect of ResidualCo. 2 or Amalco, as the case may be;

(c) Distribution of cash: Under the Subscription Agreement, the Investor will be required to pay a cash component of the Subscription Price in order to pay for the Priority Payables. The Monitor, subject to the Court enhancing its powers as previously discussed, will need to proceed with such distribution in accordance with applicable laws.

27. While the Stay Period is currently set to expire on October 16, 2026, Freshstone requests an extension of same until November 30, 2026, in order to ensure that it does not need to return before this court prior to October 16, 2026 in order to seek an extension and save the costs associated thereto.

The WEPPA Order Sought by Freshstone

28. In the six (6) months prior to the commencement of the CCAA Proceedings and over the course of the CCAA Proceedings, Freshstone has had to terminate 125 direct and indirect labour employees as a result of its financial challenges and liquidity constraints.

29. In addition, while the Investor has advised Freshstone that its intention remains to retain, as part of the Transactions, most of its current employees, the Amended Subscription Agreement provides that the Investor can decide not to retain certain employees (i.e. the Excluded Employees, as defined in the Amended Subscription Agreement) by issuing a written notice to that effect to Freshstone and the Monitor not later than five (5) Business Days prior to the closing

date of the Transactions. Accordingly, until this notice period has expired, there may be further employee terminations.

30. Ultimately, the Amended Subscription Agreements contemplates that all of Freshstone's employees that either have been terminated prior to and over of the course of these CCAA proceedings and that may be terminated by the closing of the Transactions (the "**Terminated Employees**"), together with their related employee contracts and liabilities, will be transferred to ResidualCo. 2 (which AmalCo. will ultimately be responsible for if ResidualCo. 1 amalgamates with ResidualCo. 2).

31. Although Freshstone has paid and intends to pay all salaries and accrued vacation pay to those employees above, these employees will still ultimately suffer a loss on account of severance and termination pay.

32. While the terms of the WEPPA and the WEPP Regulations do not expressly provide for the possibility for former employees of debtor companies that have undergone CCAA process culminating in the pursuit of their operations as a going concern following the implementation of a "reverse vesting" transaction to receive a payment under the WEPP, it is important to note the following:

(a) both the WEPPA and the WEPP Regulations came into force before the use of "reverse vesting" structures in the context of insolvency proceedings in Canada, when traditional asset transaction and "vesting" structures were generally implemented in the context of CCAA proceedings;

(b) as part of those traditional asset transactions and "vesting" structures, the assets of the insolvent and former employer would be transferred to the purchaser on a "*free and clear*" basis, with the insolvent and former employer becoming bankrupt after closing, thereby allowing employees who had been terminated by such employer to file a claim and receive a payment under the WEPP, even if the business and operations of the insolvent and former employer are continued as a going concern, but through the purchaser;

(c) this Court has previously granted an order similar to the WEPPA Order sought by Freshstone in another file where a sale transaction had also been implemented by a “reverse vesting” structure;

(d) in the matter at hand, while the Investor and Freshstone have agreed to implement the Transactions by way of a “reverse vesting” structure for the reasons further discussed above, the net result for Freshstone’s creditors, including the Terminated Employees, will not differ from the result under a traditional “vesting” structure under which Freshstone’s assets would have been transferred to, and its business and operations would have been pursued as a going concern by, the Investor. In fact, and as mentioned above, the “reverse vesting” structure proposed under the Amended Subscription Agreement is intended to provide the same economic result as if the Transactions had been implemented through a traditional “vesting” structure, including as it relates to the Terminated Employees;

(e) in order to avoid any undue prejudice to the Terminated Employees as a result of the “reverse vesting” structure that will be implemented as part of the Transactions, if approved by the Court, Freshstone requests the Court to declare that given the Transactions, ResidualCo 2 are former employers of the Terminated Employees pursuant to Section 3.2 of the WEPP Regulations, so as to allow them to be entitled to submit a claim and receive a payment under the WEPP.

Other Grounds

33. The provisions of the CCAA, including s. 11 and 36 thereof;

34. The provisions of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and in particular rules 1.04, 2.03, 3.02, and 37;

35. The inherent and equitable jurisdiction of this Court; and

36. 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 application:

(a) The Affidavit of Frank Burdzy, sworn June 8, 2026;

(b) The Affidavit of Leigh Wilson, sworn June 13, 2026;

(c) The Affidavit of Leigh Wilson, sworn September 11, 2026;

(d) The pre-filing report of Deloitte (as proposed monitor) dated June 8, 2026;

(e) The First Report of the Monitor dated June 13, 2026;

(f) The Second Report of the Monitor dated August 19, 2026;

(g) The Third Report of the Monitor to be filed; and

(h) Such further and other documentary evidence as counsel may advise and this Court may permit.

September 11, 2026

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

Court File No. CL-26-00000265-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(RETURNABLE OCTOBER 2, 2026)

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Lawyers for the Applicant

TAB 2

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 2nd
	)	
JUSTICE W.D. BLACK	)	DAY OF OCTOBER, 2026

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 FRESHSTONE BRANDS INC.

APPROVAL AND REVERSE VESTING ORDER

THIS MOTION, made by Freshstone Brands Inc. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, *inter alia*: (a) approving the Subscription Agreement entered into by and between the Company, as issuer, Frank Burdzy, or an entity to be incorporated by him and designated by him, as investor (the "**Investor**") dated June 12, 2026 (as amended on July 15, 2026, July 28, 2026, August 14, 2026, and September 11, 2026, the "**Amended Subscription Agreement**"), a copy of which is attached as Exhibits "A", "B", "C", "D" and "E" to the affidavit of Leigh Wilson sworn on September 11, 2026 (the "**Second Wilson Affidavit**"), (b) approving the purchase and sale, issuance and subscription and all related steps and transactions contemplated in the Amended Subscription Agreement (collectively, the "**Transactions**"); (c) adding **[●]** ("**ResidualCo. 1**") and **[●]** ("**ResidualCo. 2**"), or any entity resulting from the amalgamation of ResidualCo. 1 and ResidualCo. 2 ("**AmalCo.**"), as applicants or parties subject to these proceedings (the "**CCAA Proceedings**"); (d) transferring and vesting all of the Company's rights, title, interest in and to the Excluded Assets to and in ResidualCo. 1; (e) transferring and vesting all of the Company's rights, title, interest and obligations in and to the Excluded Contracts, the Excluded Liabilities, the Excluded Employees and the Excluded Employee Plans to and in ResidualCo. 2; (f) authorizing the Company to file the Articles of Amendment (as defined in the Amended Subscription Agreement); (g) authorizing the Company to issue the Subscription Shares (as defined in the Amended Subscription Agreement), and vesting in and to the Investor, all right, title and interest in and to the Subscription Shares, free and clear of any Claims and Encumbrances (as defined below); (h) terminating and cancelling the Equity Interests (as defined in the Amended Subscription Agreement), for no interest; (i) granting certain releases in favour of the Released Parties (as defined below); and (j) granting certain related relief, was heard this day by judicial videoconference via Zoom;

ON READING the Motion Record of the Company dated September 11, 2026, including the Second Wilson Affidavit and the Exhibits thereto, the Third Report of Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as the Court-appointed monitor of the Company (in such capacity, the "**Monitor**"), to be filed, and on being advised that the parties on the service list (the "**Service List**") prepared by the Company for the purpose of these proceedings were given notice its motion;

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, counsel for Garrington Financial Services Inc. and counsel for the Investor, and such other counsel listed on the Participant Information Form, no one else appearing for any party;

DEFINITIONS

1. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used in this Order shall have the meanings given to them in the Amended Subscription Agreement.

STAY PERIOD

2. **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order granted by this Court on June 8, 2026 (as amended and restated on June 18, 2026, and as may further be amended and/or restated, from time to time, the "Initial Order"), is hereby extended until November 30, 2026.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Amended Subscription Agreement and the Transactions are hereby approved. The Company is hereby authorized and directed to perform its obligations under the Amended Subscription Agreement (subject to any minor amendments to the Amended Subscription Agreement, as the Company and the Investor may deem necessary or otherwise agree to, with the approval of the Monitor, provided that such

amendments do not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions) and to take such additional steps and execute such additional documents contemplated in the Amended Subscription Agreement or as may be necessary or desirable for the completion of the Transactions, including filing the Articles of Amendment, the cancellation of the Equity Interests and the issuance of the Subscription Shares to the Investor.

4. **THIS COURT ORDERS AND DECLARES** that notwithstanding any provision hereof, the closing of the Transactions shall be deemed to occur in the manner, order and sequence set out in the Amended Subscription Agreement, including in accordance with the closing sequence set out in Schedule 1.1.10 of the Amended Subscription Agreement (the "**Closing Sequence**"), with such alterations, changes or amendments as may be agreed to by the Investor and the Company, with the consent of the Monitor, including to provide for the amalgamation of the ResidualCos. (as defined below) as part of the Closing Sequence, provided that such alterations, changes or amendments do not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

5. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Company to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

6. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Company and the Investor (the "**Effective Time**"), substantially in the form attached as Schedule "A" hereto, the following shall occur and shall be deemed to have occurred at the Effective Time, all in accordance with the Closing Sequence and the steps contemplated thereunder:

(a) the Company shall be deemed to have: (i) transferred to ResidualCo. 1 the Excluded Assets in consideration for the issuance by ResidualCo. 1 of a non-interest bearing promissory note in the amount of $1.00 (the "**Promissory Note**") and (ii) transferred to ResidualCo. 2 all Excluded Contracts (i.e. all Contracts other than the Retained Contracts) and all Excluded Employee Plans, all Excluded Employees and all Excluded Liabilities in consideration for the assignment of its rights under the Promissory Note in favour of ResidualCo. 2.

For greater certainty, Excluded Liabilities shall include all claims or potential claims which may be made pursuant to Section 296(1)(b) of the Excise Tax Act;

(b) all Equity Interests (other than the Subscription Shares), as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration; and

(c) all of the right, title and interest in and to the Subscription Shares issued by the Company to the Investor shall vest absolutely in the Investor, and the Retained Assets will be retained by the Company, free and clear of and from any and all claim, liability, obligation, prior claim, right of retention, lien, security interest (whether contractual, statutory, or otherwise), charge, hypothec, mortgages, trust or deemed trust (whether contractual, statutory or otherwise), liens, executions, levies, judgment, writ of seizure or execution, contractual right or encumbrance, whether or not perfected, registered, published or filed, and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing, any encumbrances or charges created by the Initial Order or any other Order of the Court and 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 if which are collectively referred to as the "**Encumbrances**"), which Encumbrances shall exclude, however, the permitted encumbrances listed in Schedule "B" hereof (the "**Permitted Encumbrances**"). For greater certainty, all of the Encumbrances affecting or relating to the Subscription Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscription Shares and Retained Assets, as applicable;

(d) and, for greater certainty, all of the Encumbrances (other than Permitted Encumbrances) affecting or relating to the Subscription Shares and/or the Retained Assets are hereby expunged and discharged as against the Subscription Shares and Retained Assets, as applicable.

7. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court and serve to all parties on the Service List, a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transactions.

8. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Company and the Investor regarding the satisfaction of the Subscription Price and satisfaction or waiver of conditions to closing under the Amended Subscription Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

9. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the delivery of the Monitor's Certificate, all Claims and Encumbrances shall attach to the cash portion of the Subscription Price (the "**Cash Consideration**"), with the same priority as they had with respect to the Retained Assets immediately prior to the sale, as if the Excluded Contracts, the Excluded Employee Plans, the Excluded Employees and Excluded Liabilities had not been transferred to ResidualCo. 2 and remained liabilities of the Company.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Company or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Investor all human resources and payroll information in the Company records pertaining to past and current employees of the Company. The Investor shall maintain and cause the Company, after Closing, to maintain and protect the privacy of such information in accordance with applicable law 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 Company prior to Closing.

11. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 6 hereof, the Company and the Investor shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Company, including without limiting the generality of the foregoing all taxes that could be assessed against the Company or the Investor (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada), or any provincial equivalent, in connection with the Company (provided, as it relates to the Company, such release shall not apply to (i) transaction Taxes, or (ii) Taxes in respect of the business and operations conducted by the Company after the Effective Time).

12. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Amended Subscription Agreement, all Contracts (excluding the Excluded Contracts) to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such Contract and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Company);

(b) the insolvency of the Company or the fact that the Company sought or obtained relief under the CCAA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Amended Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in these proceedings; or

(d) any change of control of the Company arising from the implementation of the Amended Subscription Agreement, the Transactions or the provisions of this Order.

13. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Company in respect of any Retained Liabilities, and (b) the designation of any Liability as a Retained Liability is without prejudice to the Company's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Amended Subscription Agreement shall affect or waive the Company's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Retained Liability.

14. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 12 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Company or the Investor from performing its obligations under the Amended Subscription Agreement or be a waiver of defaults by the Company under the Amended Subscription Agreement and the related documents.

15. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company or the Retained Assets relating in any way to or in respect of any Excluded Assets, Excluded Employee Plans, Excluded Employees, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

16. **THIS COURT ORDERS** that, from and after the Effective Time:

(a) the nature of the Retained Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo. 2;

(c) any Person that prior to the Effective Time had a valid right or claim against the Company under or in respect of any Excluded Contract, Excluded Employee Plan or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Company but will have an equivalent Excluded Liability Claim against ResidualCo. 2, in respect of the Excluded Contract, Excluded Employee Plan or Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo. 1 and/or ResidualCo. 2, as applicable; and

(d) the Excluded Liability Claim of any Person against ResidualCo. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the Effective Time.

17. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

(a) the Company shall cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in these CCAA Proceedings, save and except for this Order the provisions of which (as they relate to the Company) shall continue to apply in all respects; and

(b) ResidualCo. 1 and ResidualCo. 2, or otherwise any entity resulting from the amalgamation of the ResidualCos ("**AmalCo.**") shall be company(ies) to which the CCAA applies or to which the benefits thereunder extends to, and ResidualCo. 1 and ResidualCo. 2 (or AmalCo.) shall be added as applicant(s) or otherwise parties subject to these CCAA Proceedings to which the benefit of the orders granted in the context of same will be extended to, and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "*Applicant*" shall refer to and include ResidualCo. 1 and ResidualCo. 2 (or AmalCo.), *mutatis mutandis*, (ii) "*Property*", as defined in the Initial Order, shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo. 1 and ResidualCo. 2 (or of AmalCo.) (collectively, the "**ResidualCos./AmalCo. Property**"), and, for greater certainty, each of the

Charges (as defined in the Initial Order) shall constitute a charge on the ResidualCos./AmalCo. Property.

18. **THIS COURT ORDERS** that for greater certainty, nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 17(a) hereof and the inclusion of ResidualCo. 1 and ResidualCo. 2 (or of AmalCo.) in these CCAA Proceedings shall affect, vary, derogate from, limit or amend, and Deloitte shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Monitor, all of which are expressly continued and confirmed.

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

(a) the pendency of these CCAA Proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (the "**BIA**") in respect of the Company, ResidualCo. 1 or ResidualCo. 2 or AmalCo., as applicable, and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy now or hereafter made in respect of the Company, ResidualCo.1 or ResidualCo. 2 or AmalCo., as applicable;

the Amended Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, Excluded Employee Plans, Excluded Employees and Excluded Liabilities in and to ResidualCo. 1 and ResidualCo. 2, as applicable, and the issuance of the Subscription Shares to the Investor), and any payments by the Investor authorized herein or pursuant to the Amended Subscription Agreement shall be binding on any trustee in bankruptcy that may be appointed in respect of the Company, ResidualCo. 1 and/or ResidualCo. 2 or AmalCo., as applicable, and shall not be void or voidable by creditors of the Company, ResidualCo. 1 or ResidualCo. 2 or AmalCo., as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

D&O RELEASES

20. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Company and the Investor, the directors and officers of the Company (which includes, for greater certainty, Mr. Burdzy, acting *qua* director and officer of the Company, but excludes him acting *qua* secured creditor and *qua* Investor), and, if applicable, of ResidualCo. 1, ResidualCo. 2 and/or AmalCo. (the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise), based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place prior to the delivery of the Monitor's Certificate or completed pursuant to the terms of this Order and/or in connection with the Transactions in respect of the Company or its assets, business or affairs, prior dealings with the Company (wherever or however conducted or governed), or the administration and/or management of the Company or these proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and, for greater certainty, are not vested or transferred to ResidualCo.1 or ResidualCo. 2 or to any other entity, including AmalCo, and are instead extinguished, provided that nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is finally determined by a court of competent jurisdiction to have constituted fraud or wilful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

22. **THIS COURT ORDERS** that as of the Effective Time, in addition to its powers granted to it under the Initial Order, the Monitor is hereby authorized and empowered to assist the

Company and the Investor to close and implement the Transactions and is hereby authorized and empowered, but not obligated, to do all things reasonably necessary to provide such assistance, including to:

(a) distribute the Cash Consideration in accordance with the Amended Subscription Agreement and this Order, including the payment of the Known Cure Costs (as defined in the Amended Subscription Agreement) to applicable counterparties as set out in Schedule “C” hereto, taking into account the priority or any claim which may have existed against the Company (or the Retained Assets) immediately prior to the Effective Time; and

(b) exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1, ResidualCo. 2 or AmalCo., including: (i) the opening of one or more new bank accounts on their behalf, (ii) the causing of such entities to perform such functions as the Monitor considers necessary or desirable to facilitate the wind-down and the distribution of their property, and (iii) the assignment of ResidualCo. 1, ResidualCo. 2 or of AmalCo. into bankruptcy following the closing of the Transactions.

23. **THIS COURT ORDERS** that the Monitor, its employees, representatives or agents shall not be deemed directors of ResidualCo. 1, Residual Co. 2 or AmalCo., *de facto* or otherwise, and as applicable, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

24. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, including in relation to any distribution of the Cash Consideration in accordance with paragraph 22 hereof, save and except for gross negligence or wilful misconduct, in any event, subject to leave of the Court following a motion brought on not less than fifteen (15) days’ notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

25. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (i) be deemed to have taken part in the management or supervision of the management of the Company, ResidualCo. 1 or ResidualCo. 2 or AmalCo., or to have taken or maintained possession or control of the business or property of any of the Company, ResidualCo. 1 or ResidualCo. 2 or AmalCo., or any part thereof; or (ii) be deemed to be in Possession (as defined in the Initial Order) of any property of the Company, ResidualCo. 1 or ResidualCo. 2 or AmalCo. within the meaning of any applicable Environmental Legislation (as defined in the Initial Order) or otherwise.

CURE COSTS

26. **THIS COURT ORDERS** that all Cure Costs shall be paid by or on behalf of the Company to the relevant counterparty to a Retained Contract on or before the date that is 30 days following the Effective Time or such later date as may be agreed to by the Company and the relevant counterparty to a Retained Contract.

ADMINISTRATIVE RESERVE AMOUNT

27. **THIS COURT ORDERS** that the Monitor is authorized to hold the Administrative Reserve Amount (as defined in the Amended Subscription Agreement), in trust, to fund the estimated fees and expenses of (i) completing these CCAA Proceedings and (ii) the receivership, bankruptcy or wind-up of ResidualCo. 1, ResidualCo. 2 or AmalCo. Any remaining balance of the Administrative Reserve Amount at the time of the Monitor's discharge shall be returned to at the direction of the Investor.

28. **THIS COURT ORDERS** that the Administration Charge shall continue to attach to the Administrative Reserve Amount until completion of the activities contemplated in paragraph 27 hereof.

GENERAL

29. **THIS COURT ORDERS** that, following the Effective Time, the Company or the Investor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances (other than the Permitted Encumbrances) as against the Subscription Shares and the Retained Assets.

30. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

31. **THIS COURT DECLARES** that the Company and the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to this Court for advice and directions, or to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

32. **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 Company, 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 Company 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 Company, the Monitor and their respective agents in carrying out the terms of this Order.

SCHEDULE A

Form of Certificate of Monitor

(see attached)

Court File No. CL-26-00000265-0000

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 FRESHSTONE BRANDS INC.

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the "**Court**") dated June 9, 2026, which was amended and restated on June 18, 2026 (the "**Initial Order**"), Freshstone Brands Inc. (the "**Company**") was granted creditor protection pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") and Deloitte Restructuring Inc. was appointed as Court-appointed monitor of the Company (in such capacity, the "**Monitor**").

B. Pursuant to an Order of the Court dated October 2, 2026 (the "**Approval and Reverse Vesting Order**"), the Court, *inter alia*, approved the Subscription Agreement entered into by and between the Company, as issuer, Frank Burdzy, or an entity to be incorporated by him and designated by him, as investor (the "**Investor**") dated June 12, 2026 (as amended on July 15, 2026, July 28, 2026, August 14, 2026 and September 11, 2026, the "**Amended Subscription Agreement**"), as well as the Transactions contemplated therein.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Approval and Reverse Vesting Order.

THE MONITOR CERTIFIES that it was advised by the Company and the Investor that:

1. the Investor has satisfied the Subscription Price (as defined in the Amended Subscription Agreement) in accordance with the Amended Subscription Agreement;

2. the conditions to Closing as set out in the Amended Subscription Agreement have been satisfied or waived by the Company and/or the Investor; and

4. this Certificate was delivered by the Monitor at ________ **[TIME]** on _______ **[DATE]**.

Deloitte Restructuring Inc., in its capacity as Monitor of Freshstone Brands Inc., and not in its personal capacity

Per: ____________________________________

Name:

Title:

SCHEDULE B

Permitted Encumbrances

(see attached)

Subject to and in accordance with the provisions of the Subscription Agreement, Permitted Encumbrances shall include:

1. the claims and/or charges relating to the Retained Note (as defined in the Subscription Agreement);

2. the Administration Charge; and

3. the security interests granted by the Issuer and evidenced by the following filing and registration numbers made pursuant to the *Personal Property Security Act* (Ontario):

Secured Party	Filing No.	Registration No.	Collateral Description
Frank E Burdzy	521400969	20251027 1707 9234 5166	I, E, A, O, MV
		20260312 1451 1590 1162	Renewal
Canadian Imperial Bank of Commerce	761338431	20200401 0901 9234 1092	I, E, A, O, MV
		20200414 1116 9234 1475	Amendment to reflect a change of debtor name pursuant to an amalgamation
		20230524 0955 9234 8158	Amendment to reflect a change in debtor address
		20260508 1557 9234 9434	Cash collateral pledged by the Debtor to the Secured Party pursuant to a cash collateral security agreement dated on or around May 8, 2026.

SCHEDULE C

Known Cure Costs

As of the date of this Order, the Known Cure Costs are comprised of the following:

Contract	Amount Owing Pre-Filing	Amount Owing Post-Filing	Cure Cost
195 Steinway Blvd., Etobicoke, Ontario. Landlord - Granite Canadian Holdings Limited Partnership. May 11, 2022 to May 31, 2037.	$25,443.94	$0.00	$25,443.94
1335 Fewster Dr, Mississauga, Ontario Mississauga. Landlord – Ralph Murray. April 10, 2026 to April 11, 2031.	$35,283.66	$0.00	$35,283.66
Faxinating Solutions Inc. in respect of the provision of EDI processing services. Effective May 1, 2026.	$0.00	$95.02	$95.02
(PROP TAX) Treasurer, City Of Toronto	$102,409.78	$132,791.51	$235,201.29
Mississauga Taxes	$37,463.71	$0.00	$37,463.71
CFIA	$4,716.60	$0.00	$4,716.60
Total	**$205,317.69**	**$132,886.53**	**$338,204.22**

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

Court File No.: CL-26-00000265-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND REVERSE VESTING ORDER

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Lawyers for the Applicant

TAB 3

Court File No. CL-26-00000265-0000

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 FRESHSTONE BRANDS INC.

(Applicant)

AFFIDAVIT OF LEIGH WILSON

(Sworn September 11, 2026)

I, **LEIGH WILSON**, of the City of Edmonton, in the Province of Alberta, Canada, MAKE OATH AND SAY:

1. I am the Chief Development Officer of Freshstone Brands Inc. ("**Freshstone**"). In this capacity, I am part of the team responsible for overseeing the operations of Freshstone, its liquidity management and, ultimately, for assisting it in its restructuring process. As such, I have knowledge of the matters to which I hereinafter depose, except where otherwise stated. The facts stated in this affidavit are based on my personal knowledge of Freshstone, my review of its books and records, as well as on information received from other individuals, such as directors, officers and employees of Freshstone, which information I believe to be true.

2. All references to currency in this affidavit are references to Canadian dollars, unless otherwise indicated.

3. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Frank Burdzy's affidavit sworn on June 8, 2026 (the "**Burdzy Affidavit**") or in my affidavit sworn on June 13, 2026, as applicable.

II. OVERVIEW

4. As previously discussed in the Burdzy Affidavit, Freshstone is a leading Canadian manufacturer of prepared meals with operations strategically located mainly in Ontario, near the U.S. market, and specializing in fresh, high-quality products for retail, foodservice and co-manufacturing channels. Its differentiated business model is focused on innovation, product breadth and flexibility, making it hard for competitors to replicate.

5. In recent months, Freshstone has faced significant financial challenges as a result of the current economic context. Persistent inflationary pressures affecting raw material costs, labor expenses, and supply chain logistics have substantially increased Freshstone’s cost of operations. At the same time, these inflationary conditions have led to reduced consumer demand due to increased price-sensitive purchasing behavior. The combination of rising costs and declining sales volumes has compressed Freshstone’s margins and generated material financial difficulties

6. On June 8, 2026, Freshstone filed an initial Application (the “**Initial Application**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) in order to, *inter alia*, seek creditor protection pursuant to the *Companies’ Creditors Arrangement Act* (the “**CCAA**” and the proceedings commenced thereunder, the “**CCAA Proceedings**”) and initiate a Court-supervised sale and investment solicitation process (the “**SISP**”) in respect of its business and assets.

7. On June 9, 2026, the Honourable Justice Black of the Court granted the Initial Application, and issued an Initial Order that provided for, *inter alia*:

   (a) <u>Stay of Proceedings.</u> A stay of all proceedings and remedies taken or that might be taken against or in respect of Freshstone, any of its property, or its directors and officers, except as otherwise set forth in the Initial Order or as otherwise permitted by law, until and including June 18, 2026 (the "**Initial Stay Period**");

   (b) <u>Appointment of a Monitor.</u> The appointment of Deloitte Restructuring Inc. (“**Deloitte**”) as the monitor of Freshstone in the CCAA Proceedings (in such capacity, the “**Monitor**”);

(c) Administration Charge and Directors' Charge. The granting of an "**Administration Charge**" in an initial amount of $250,000 and a "**Directors' Charge**" in an initial amount of $1,750,000 to cover the potential exposure of the beneficiaries of such charges during the Initial Stay Period; and

(d) DIP Financing and DIP Lender's Charge. The approval of a DIP Credit Agreement entered into between Garrington Financial Services Inc. (the "**DIP Lender**") and Freshstone, as borrower, and the authorization for Freshstone to borrow under the DIP Credit Agreement an initial amount of up to $1,600,000 during the Initial Stay Period (the "**Authorized DIP Amount**"), secured by a DIP Lender's Charge, which would rank in priority to all other encumbrances, whether conventional or legal, including over the claims of the federal and provincial governments subject to a deemed trust, but which ranks subordinated to the Administration Charge.

8. On June 13, 2026, Freshstone filed a motion seeking the granting by the Court of an Amended and Restated Initial Order (the "**ARIO**") as well as a Sale and Investment Solicitation Process Order (the "**SISP Order**"), as previously announced in its Initial Application.

9. On June 18, 2026, the Honourable Justice Black of the Court granted the aforementioned motion and rendered the following orders:

(a) the ARIO, which provided for, *inter alia*:

(i) Stay of Proceedings. An extension of the Initial Stay Period until October 16, 2026;

(ii) Administration Charge and Directors' Charge. An increase of the Administration Charge to a total amount of $650,000 and of the Directors' Charge to a total amount of $2,000,000; and

(iii) DIP Financing. An increase of the Authorized DIP Amount to a maximum aggregate principal amount at no time exceeding $7,000,000, subject to the terms and conditions of the DIP Credit Agreement; and

(b) the SISP Order, which provided for, *inter alia*:

(i) Conduct of the SISP in Accordance with the SISP Procedures. The authorization for Freshstone, with the assistance of GlassRatner Advisory Canada, in its capacity as sale advisor to Freshstone ("**GR**" or the "**Sale Advisor**"), and under the supervision of the Monitor, to conduct and implement the SISP in accordance with the procedures appended to the SISP Order (the "**SISP Procedures**");

(ii) Engagement of Sale Advisor. The approval of the engagement of GR as sale advisor to Freshstone in the context of the SISP; and

(iii) Approval of the Subscription Agreement. The approval, *nunc pro tunc*, of a Subscription Agreement dated June 12, 2026 (the "**Subscription Agreement**") between Freshstone, as issuer, and Mr. Frank Burdzy, on his own behalf or on behalf of an entity to be incorporated by him and designated prior to the closing, as investor (the "**Investor**"), subject to non-material amendments which could be made thereto with the approval of the Monitor, solely for the purpose of serving as a "*stalking horse bid*" in the context of the SISP (the "**Stalking Horse Bid**"), and authorizing Freshstone to pay the Investor its reasonable, documented, out-of-pocket costs and expenses, up to a maximum amount of $50,000, in accordance with the terms of the Subscription Agreement, and granting a charge in favour of the Investor to secure the payment of such expenses, which charge is to be subordinated only to the DIP Lender's Charge, the Administration Charge and the Directors' Charge.

10. As will be further discussed herein, no bid, other than the Stalking Horse Bid, was submitted in the context of the SISP. Accordingly, pursuant to paragraph 17 of the SISP Procedures, Freshstone, in consultation with the Sale Advisor and the Monitor, declared the Stalking Horse Bid as the "Successful Bid" (as defined in the SISP Procedures).

11. This affidavit is sworn in support of a motion returnable before the Court on October 2, 2026, in which Freshstone will be seeking the granting of the following orders:

(a) an Approval and Reverse Vesting Order (the "**ARVO**") which will provide for, *inter alia*:

(i) Approval of the Transactions. The approval of the transactions (the "**Transactions**") contemplated in the Subscription Agreement, as amended on July 15, 2026, July 28, 2026, August 14, 2026 and September 11, 2026 (the "**Amended Subscription Agreement**");

(ii) Vesting of Excluded Assets, Excluded Liabilities and Excluded Contracts and Release of Freshstone. The transfer and vesting of all Excluded Assets (defined in the Amended Subscription Agreement as being assets associated with any Excluded Employee Plans and all other assets listed in Schedule 1.1.30 thereto) in a company that is in the process of being incorporated ("**ResidualCo. 1**"), and the transfer of all Excluded Liabilities (being all Liabilities other than the Retained Liabilities), all Excluded Contracts (being all Contracts other than the Retained Contracts), the Excluded Employees and the Excluded Employee Plans (each as defined in the Subscription Agreement) in a company that is in the process of being incorporated ("**ResidualCo. 2**", together with ResidualCo. 1, the "**ResidualCos**"), and the release of Freshstone from any and all obligations in relation to the Excluded Assets, the Excluded Contracts, the Excluded Employee Plans and the Excluded Employees;

(iii) Addition of ResidualCo. 1 and ResidualCo. 2, (or otherwise of AmalCo.) to the CCAA Proceedings and termination of the CCAA Proceedings in respect of Freshstone. The addition of ResidualCo. 1 and ResidualCo. 2 (or otherwise of the entity resulting from the post-closing amalgamation of ResidualCo1 and ResidualCo2 ("**AmalCo.**")) as company(ies) subject to the present CCAA Proceedings and the termination of such CCAA Proceedings in respect of Freshstone;

(iv) Enhancement of the Monitor's powers: The enhancement of the Monitor's powers in order to : (a) distribute any cash proceeds received upon closing of the Transactions in accordance with the Amended Subscription Agreement, and (b) if deemed advisable, exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1, ResidualCo. 2 or AmalCo., including the opening of one or more new bank accounts on their behalf, the causing of such entities to perform such functions as the Monitor considers necessary or desirable to facilitate the wind-down and the distribution of their property, and the assignment of ResidualCo. 1, ResidualCo. 2 or AmalCo. into bankruptcy following the closing of the Transactions; and

(v) Release of the D&Os. The granting of a release in favour of Freshstone' directors and officers upon closing of the transactions contemplated in the Amended Subscription Agreement, and subject to the standard caveats described in the ARVO;

(vi) Extension of the Stay Period: An extension of the Stay Period until November 30, 2026, namely to allow for the closing of the Transactions, the distribution by the Monitor of the cash proceeds to be received thereunder and the filing by the Monitor of voluntary assignment in bankruptcy for ResidualCo. 1 and ResidualCo. 2; and

(b) an order (the "**WEPPA Order**") declaring that ResidualCo 2 and AmalCo. meet the conditions prescribed by sections 5(1)(b)(iv) and 5(5) of the Wage Earner Protection Program Act, SC 2005, c 47, s. 1 (the "**WEPPA**"), and meet the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222 (the "**WEPP Regulations**");

III. THE CONDUCT OF THE SISP

12. In accordance with the SISP Order and the SISP Procedures appended thereto, Freshstone, with the assistance of the Sale Advisor and under the supervision of the Monitor, has conducted the SISP in respect of its business and assets in accordance with following the events and milestones described below:[1]

EVENT[2]
PHASE 1

[1] All capitalized terms in this table have the meaning ascribed to them in the SISP Procedures.
[2] Since no LOI was submitted by the LOI Deadline, no Phase 2 of the SISP was conducted.

EVENT[2]
Solicitation Materials Distribution of a Teaser Letter to Prospective Bidders
VDR and Confidential Information Preparation and granting access to, to parties having executed the Confidentiality Agreement (Prospective Bidders), the Data Room and other confidential information
LOI Deadline (By no later than August 14, 2026, at 5:00 p.m. (Toronto time)) LOI Deadline (for delivery of non-binding LOIs in accordance with the SISP Procedures)

13. As part of the SISP:

(a) a total of 139 Prospective Bidders were solicited, provided with a copy of a "Teaser Letter" and invited to participate in the SISP;

(b) of these Prospective Bidders, 27 executed a Confidentiality Agreement and were provided with access to a virtual Data Room prepared by Freshstone and the Sale Advisor;

(c) ultimately, no LOIs were received either prior to or after the LOI Deadline of August 14, 2026 at 5:00 p.m. Toronto time.

14. In accordance with paragraph 17 of the SISP Procedures, the Stalking Horse Bid reflected in the Amended Subscription Agreement was formally declared by Freshstone, in consultation with the Sale Advisor and the Monitor, as the Successful Bid in the SISP.

15. A copy of the Amended Subscription Agreement and including all of the amendments thereto are attached as Exhibit "**A**", "**B**", "**C**", "**D**" and **E**, respectively.

IV. THE TERMS AND CONDITIONS OF THE AMENDED SUBSCRIPTION AGREEMENT

16. The key terms of the Amended Subscription Agreement are summarized below:[3]

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[3] All capitalized terms in this paragraph shall have the meaning ascribed to them in the Amended Subscription Agreement.

Key Terms	**Stalking Horse Bid**
Investor	Frank Burdzy, on his own behalf or on behalf of an entity to be incorporated by him and designated prior to the Closing.
Subscription	At the Closing, the Investor shall subscribe for new common shares in the capital of Freshstone, which at Closing shall represent all of the issued and outstanding share capital of Freshstone. Concurrently with such subscription, all other Equity Interests in the capital of Freshstone shall be cancelled without consideration.
Subscription Price	The subscription price for the Subscription Shares (the "**Subscription Price**") shall be an amount equal to the aggregate of the following: • the Credit Bid Amount, being an amount equal to the outstanding amount of the Credit Bid Notes (pursuant to which Freshstone's indebtedness totaled approximately, as of the date hereof, $7,733,270); • an amount equal to the Priority Payables (i.e., the amounts secured by the Administration Charge, the DIP Lender's Charge, the Directors' Charge, and any other Court-ordered priority charge) (which, as at the date hereof, totaled approximately $1,530,250); • an amount equal to the Administrative Reserve Amount (i.e., an amount reasonably determined by the Monitor prior to Closing, in consultation with the Investor, to pay the estimated fees and expenses of (i) completing the CCAA Proceedings, and (ii) the receivership, bankruptcy or wind-up of ResidualCo. 1 and Residual Co. 2) (which the Monitor currently anticipate will amount to approximately $250,000**)**; and • the amount of the Retained Liabilities, being: (i) all Liabilities arising under the Retained Contracts to the extent first arising and relating to the period on or after the Closing Time, and any Cure Costs under such Retained Contracts which are not being paid in cash on Closing as Known Cure Costs (which Known Cure Costs, as at the date hereof, amount to approximately $338,205); (ii) all Liabilities to the extent first arising out of the operation of the Retained Assets for the periods on and after the Closing Time; (iii) all Liabilities of the Issuer relating to Retained Employees and/or the Retained Employee Plans (which, as at the date hereof, amount to approximately

	$4,561,130); (iv) any Liabilities arising after the granting of the Initial Order, other than any such Liabilities to be paid in cash on Closing (which, as at the date hereof, amount to approximately $1,565,149); (v) unremitted employee source deductions, vacation pay and other employee priority claims as at the Closing Time (which, as at the date hereof, amount to approximately $1,090,960); (vi) if any, unremitted GST/HST as at the Closing Time;[4] (vii) the indebtedness, liabilities and obligations arising under the Fourth Promissory Note (which, as at the date hereof, amount to approximately $2,806,705); (viii) if any, other liabilities secured by deemed trusts and statutory priority claims existing as at the Closing Time; and (ix) if any, any amounts accrued and not yet owing in respect of the Priority Payables that are not paid by the Investor at the Closing.
Deposit	5% of the estimated cash portion of the Subscription Price, being $50,665, will be applied to the Subscription Price.
Transaction Structure	Reverse Vesting Structure, whereby: (a) all Excluded Assets (i.e., any assets associated with any Excluded Employee Plans and all other assets listed in Schedule

[4] It should be noted that on June 25, 2026, Freshstone was advised that the Canada Revenue Agency ("**CRA**") would be performing an audit in relation to the GST/HST returns made to Freshstone prior to the commencement of the CCAA Proceedings, and more specifically for the period between June 1, 2026 to June 9, 2026, during which period Freshstone was allowed to claim and receive Input Tax Credits ("**ITCs**"). Given its financial difficulties and liquidity constraints previously discussed as part of the Burdzy Affidavit, several supplier invoices issued to Freshstone during such period have not been paid, and, accordingly, Freshstone has not been able to pay the GST/HST claimed by such suppliers as payment of all such pre-filing claims having been stayed as a result of the Initial Order). Based on its discussions with the CRA, Freshstone understands that CRA may formally issue to it a notice of assessment pursuant to section 296(1)(b) of the Excise Tax Act (the "**ETA**") for the payment of such GST/HST which Freshstone has been unable (and prohibited by the Initial Order and the ARIO) to pay to its suppliers. However, this would <u>not</u> constitute an assessment under section 9(b) of the ETA, as there is no GST/HST that has been collected and unremitted by Freshstone. For sake of clarity, any amount which may be claimed by CRA from Freshstone pursuant to section 296(1)(b) of the ETA will constitute an Excluded Liability under the Amended Subscription Agreement, and will be transferred to ResidualCo. 2, as contemplated in the Amended Subscription Agreement and reflected in the draft ARVO.

	1.1.30 to the Amended Subscription Agreement) will be transferred and vested into ResidualCo 1, and (b) all Excluded Liabilities, Excluded Employees, Excluded Employee Plans and Excluded Contracts will be transferred and vested into ResidualCo 2.
Employees	Investor may designate employees to be terminated no later than five (5) Business Days prior to the Closing Date. The Investor's intention remains to retain substantially all of the employees on Closing.
Regulatory Approvals	None.
Target Closing Date	Closing shall occur five (5) Business Days following the satisfaction of all conditions to Closing, other than the payment of the Subscription Price, or any other date mutually agreed by the Parties, providing Closing shall not occur later than on the Outside Date.
Outside Date	November 27, 2026, although the Investor remains committed in closing the Transactions five (5) Business Days following the satisfaction of all conditions to Closing.
Key Conditions to Closing	Key conditions include: (a) Declaration of stalking horse bid as the successful bid in the SISP (which condition has been satisfied); and (b) Issuance of the ARVO.
Other	Upon Closing, the Investor shall provide and deliver a full and final release to Freshstone's directors and officers and other representatives, as well as to the Monitor and its legal counsel.

17. The Transactions, if approved by the Court, are proposed to be implemented following the closing sequence set out in Schedule 1.1.10 to the Amended Subscription Agreement.

IV. FRESHSTONE REQUEST FOR THE ISSUANCE OF THE ARVO

A. The Amended Subscription Agreement and the Transactions Should be Approved

18. As appears from paragraphs [12] to [14] of this Affidavit, the Stalking Horse Bid not only constitutes the best bid received by Freshstone in the context of the SISP, but constitutes the only bid so received, despite a robust SISP having been conducted by Freshstone, with the assistance of the Sale Advisor and under the supervision of the Monitor, all in

consultation with the DIP Lender.

19. The market was thoroughly canvassed through a fulsome, fair and transparent process conducted with the assistance of the Sale Advisor and under the supervision of the Monitor, in compliance with the SISP Order and the SISP Procedures previously approved by the Court.

20. In essence:

(a) the process leading to the Transactions with the Investor was reasonable in the circumstances, having been previously approved by the Court as part of the SISP Order;

(b) the Monitor approved and recommended the process leading to the Transactions with the Investors, as appears from its First Report to the Court dated June 13, 2026;

(c) Freshstone's only secured creditor (other than the Investor and the other beneficiaries of the Charges previously approved by this Court) is Garrington Financial Services Inc., in its capacity as DIP Lender to Freshstone, who has been consulted throughout the SISP and the CCAA Proceedings;

(d) The Transaction will result in the payment or satisfaction of all of Freshstone's secured indebtedness (through a credit-bid) and priority payables, the assumption an/or payment of certain unsecured claims which would not receive any recovery in a bankruptcy scenario and, more importantly, will allow the pursuit of Freshstone's business as a going concern, and the continued employment of hundreds of employees; and

(e) the Subscription Price offered in the Amended Subscription Agreement is reasonable and fair, taking into account the market value of Freshstone's business and/or assets, as reflected by the SISP which resulted in no offer for Freshstone's business and/or assets, other than the Stalking Horse Bid;

21. In addition:

(a) good faith efforts were made to sell or otherwise dispose of Freshstone's assets to persons who are not related to it, with a total of 139 Prospective Bidders having been solicited as part of the SISP; and

(b) the consideration to be received under the Transactions can be said to be superior to the consideration that would be received under any other offer made as part of the SISP, since no such other offer was made.

22. Ultimately, the Transactions, if approved by the Court, will be made with the Investor, who given his current position with Freshstone as Chief Executive Officer and a member of its board of directors, already has extensive knowledge regarding the latter's business and operations, which will ultimately allow for a quick closing and a smooth transition.

B. The Proposed "*Reverse Vesting*" Structure is Warranted in the Circumstances

(i) The Proposed "*Reverse Vesting*" Structure is Necessary

23. As appears from the Amended Subscription Agreement, the Transactions that are proposed to be implemented by the Investor and Freshstone are intended to preserve and maximize the going-concern value of the latter's business and allow Freshstone to exit from the CCAA Proceedings while ensuring, to the extent possible, a seamless transition therefrom.

24. After multiple discussions with the Investor, it was agreed that given the circumstances further described below, the most optimal and efficient way of doing so was to structure the Transactions as a share deal, whereby the Investor would acquire new shares of Freshstone (with all other existing shares being cancelled for no consideration) and retain all of the Retained Liabilities, with all Excluded Assets, Excluded Liabilities and Excluded Contracts being transferred to the ResidualCos.

➢ **The Proposed "*Reverse Vesting*" Structure will Allow the Preservation of Freshstone's Licences, Certificates and Registrations Necessary for its Operations**

25. As previously mentioned, and further detailed in the Burdzy Affidavit, Freshstone is a Canadian manufacturer of prepared meals, whose operations involve, *inter alia*, the reception and processing of raw food inventory from its Steinway Facility and Mississauga Facility (collectively, the "**Facilities**").

26. In order to operate from these manufacturing facilities in Ontario, Canada, Freshstone must maintain certain licences, certificates and registrations with :

(a) the Canadian Food Inspection Agency ("**CFIA**") pursuant to the *Safe Food for Canadians Regulations*, SOR/2018-108 (the "**SFCR**"), the purpose of which is to ensure, through licensing and prevention, that imported and exported food products are safe for Canadians and international consumers. The SCFR applies to all businesses that import, export or inter-provincially trade food for human consumption (including ingredients) for commercial purposes, which includes Freshstone;

(b) the Safe Quality Food ("**SQF**") Institute, established to administer the SQF Program, a leading global food safety and quality certification and management system that is recognized by retailers, brand owners and foodservice providers worldwide; and

(c) the U.S. Food and Drug Administration (the "**FDA**"), a U.S. federal agency of the United States Department of Health and Human Services that is responsible for protecting and promoting public health through the control and supervision of food safety, among others.

27. As things currently stand, Freshstone is the holder in good standing of the following licences, certificates and registrations, which have been previously approved and issued to Freshstone in connection with its operations at each of the Facilities :

(a) Steinway Facility:

- Licence number 4HFXBWXT issued by the CFIA pursuant to the SFCR, a copy of which is attached hereto as **Exhibit "F"**;

- Certificate of Conformity number 71649 issued by the SQF Institute pursuant to the SQF Food Safety Code, a copy of which is attached hereto as **Exhibit "G"**; and

- Certificate of registration number 11775333496 issued by the FDA pursuant to the Federal Food Drug and Cosmetic Act, as amended by the

Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, a copy of which is attached hereto as **Exhibit “H”**; and

(b) Mississauga Facility:

- Licence number 3BYDXHBB issued by the CFIA pursuant to the SFCR, a copy of which is attached hereto as **Exhibit “I”**; and

- Certificate of Conformity number 101165 issued by the SQF Institute pursuant to the SQF Food Safety Code, a copy of which is attached hereto as **Exhibit “J”**.

28. In addition to the foregoing, Freshstone has also received a Letter of Certification from the Kashruth Council of Canada, which is the largest kosher certification agency in Canada, certifying products across the country and around the world, which enables Freshstone to certify to its customers that certain of its products manufactured for its clients are kosher. A copy of this Letter of Certification is attached hereto as **Exhibit “K”.**

29. Freshstone’s understanding is that these licences, certificates and registrations cannot be assigned or otherwise transferred to a third-party, and if the Transactions were to be implemented as an asset deal to be approved by the Court by way of a traditional approval and vesting order, the Investor would be required to re-apply and re-submit the relevant applications in order to obtain the above licences, certifications and registrations, without which the Investor would not be able to operate.

30. While Freshstone understands that new applications for the above licences, certificates and registrations could potentially be made by the Investor, it is important to note the following:

(a) there is no guarantee that the organizations above will agree to issue all of the relevant licences, certifications and registrations necessary to allow the Investor to pursue Freshstone’s operations; and

(b) in any event, based on its own experience, including in relation to its prior sale of Kitchen Partners and related business assets (further described in the Burdzy Affidavit), Freshstone expects such application and approval process could take, at a minimum, eight (8) weeks, and perhaps several more weeks with the FDA, thereby delaying and potentially putting at risk the Transactions, to the detriment of Freshstone and its stakeholders.

31. It should be noted that the Amended Subscription Agreement is not subject to any regulatory approval; however, this is contingent on the Transactions being implemented by way of a “reverse vesting” structure that allows Freshstone to preserve all of its licenses, certificates and registrations that are necessary for its on-going operations.

32. It should also be noted that no other offer or LOI was submitted in the context of the SISP.

33. In light of the foregoing, Freshstone believes that the preservation of the above licences, certificates and registrations constitutes an important reason justifying the “*reverse vesting*” structure proposed as part of the Amended Subscription Agreement.

➢ **The Proposed “*Reverse Vesting*” Structure will Allow the Preservation of Freshstone’s Membership with the Fruit and Vegetable Dispute Resolution Corporation**

34. In addition to the foregoing, and pursuant to the SFCR administered by the CFIA, Canadian companies that buy, sell or import fresh fruits and vegetables inter-provincially and internationally, such as Freshstone, are required, unless exempted, to maintain a membership with the Fruit and Vegetable Dispute Resolution Corporation (the “**DRC**”).

35. The DRC is a not-for-profit, membership-based, international entity providing a broad range of private, commercial dispute resolution services to the fresh fruit and vegetable trade, which has over 1,600 members predominantly located in Canada and in the U.S., but also in several other countries around the world.

36. Accordingly, in order to maintain its business operations, Freshstone must also maintain its membership with the DRC.

37. Such membership not only allows Freshstone to operate, but it also allows it to expand its business network, to be identified as a preferred and vetted buyer and seller of food and ingredients, adhering to certain ethical standards and, if necessary, to rely on an organization which assists its members in resolving actual or potential disputes.

38. On July 17, 2026, the DRC sent a letter to Freshstone (the “**DRC Letter**”), a copy of which

is attached hereto as **Exhibit "L"**, advising it that, pursuant to its by-laws, if Freshstone becomes a bankrupt company:

(a) Freshstone's membership to the DRC will automatically be terminated;

(b) the DRC will report such termination to the CFIA and will make public such termination, the reason and date of such termination as well as the names and titles of the responsibly connected persons, all of whom will be posted on the DRC's list of "sanctioned parties"; and

(c) ultimately, the current and future employment of any such "sanctioned parties" with another DRC member may be conditional on that member posting financial security.

39. If the Transactions were to be implemented as an asset deal to be approved by the Court by way of a traditional approval and vesting order, it is expected that following closing and transfer of Freshstone's assets to the Investor, a voluntary bankruptcy assignment would be made in respect of Freshstone. Such bankruptcy would, in turn, result in the consequences highlighted in the DRC Letter, thereby potentially impairing the Investor's ability to operate through any other entity, as the Investor has been identified by the DRC as a responsibly connected person to Freshstone.

40. Freshstone believes, once again, that the preservation of its membership with the DRC and the avoidance of the consequences that would arise should it become bankrupt constitutes another important reason justifying the "*reverse vesting*" structure proposed as part of the Amended Subscription Agreement.

➢ **The Proposed "*Reverse Vesting*" Structure will Allow the Preservation of Freshstone's Tax Attributes**

41. In addition to the foregoing, the Investor has advised Freshstone that its willingness to implement the Transactions, to satisfy the Subscription Price (including by indirectly assuming the Retained Liabilities) and, ultimately, to pursue the business of Freshstone for the benefit of all of its stakeholders, including its hundreds of direct and indirect employees, is subject to, *inter alia*, its ability to maximize Freshstone's tax attributes (the "**Tax Attributes**"). The Tax Attributes include: (a) approximately $36.6 million in non-capital loss carryforwards, based on Freshstone's tax return for the year ended December 31, 2024; and (b) more than $50 million in non-capital loss carryforwards, based on

Freshstone's current estimates for the years ended December 31, 2025 and 2026.[5]

42. The Investor has advised Freshstone that, based on its discussions with its advisors, such Tax Attributes could potentially be lost should the Transactions be structured as an asset deal to be implemented through a traditional approval and vesting order, given that these Tax Attributes cannot legally be assigned to a third party.

43. If the Transactions cannot be implemented as a share deal through an approval and reverse vesting order, this could result in the loss of the Tax Attributes, and, in turn, affect the Investor's willingness or ability to complete the Transactions in their current form, thereby negatively impacting the value of the Transactions and delaying closing, all to the detriment of Freshstone and its stakeholders.

44. Freshstone believes, once again, that the preservation of the Tax Attributes constitutes another important reason justifying the "*reverse vesting*" structure proposed as part of the Amended Subscription Agreement.

➢ **The Proposed "*Reverse Vesting*" Structure Will Allow the Preservation and Maintenance of the "Retained Contracts"**

45. Pursuant to the Amended Subscription Agreement, the Investor proposes to retain, through Freshstone, all of the "Retained Contracts" set out in Schedule 1.1.6.1 to the Amended Subscription Agreement, which include:

(a) all active customer contracts currently in existence (including pricing sheets), of which there are currently approximately 20-25; and

(b) all active supplier code of conduct agreements and ancillary documents currently in existence, of which there are currently over 100.

46. The "*reverse vesting*" structure proposed in the Amended Subscription Agreement is intended, as previously mentioned, to ensure a seamless transition, including by

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[5] It should be noted that Freshstone's tax return for the years ended December 31, 2025 and 2026 have not yet been filed.

facilitating the retention and maintenance of the above “Retained Contracts”.

47. If the Transactions cannot be implemented as a share deal through an approval and reverse vesting order, all of the “Retained Contracts” would need to be either assigned, to the extent possible, or otherwise renegotiated with the Investor and the relevant counterparty to the “Retained Contracts”.

48. Such process would not be efficient and would potentially delay the closing of the Transactions.

49. Freshstone believes, once again, that the preservation and maintenance of the “Retained Contracts” constitutes another important reason justifying the “*reverse vesting*” structure proposed as part of the Amended Subscription Agreement.

(ii) The Reverse Vesting Structure Produce an Economic Result at Least as Favourable as Any Other Viable Alternative and No Stakeholder is Worse Off Under Such Structure

50. In discussing and negotiating the Amended Subscription Agreement, including its proposed “reverse vesting” structure, the Investor was informed by the Monitor that such structure needed to produce an economic result at least as favourable as under a traditional “vesting” structure, such that no stakeholder could be worse off as a result of the Investor’s proposed transaction structure.

51. As appears from the terms of the Amended Subscription Agreement, while no contract will be assigned *per se*, the Investor has agreed nevertheless to pay “cure costs” in respect of “Retained Contracts” to ensure that counterparties to such contracts are not prejudiced by the “reverse vesting” structure.

52. In addition to the foregoing, in order to ensure that no stakeholder is worse off under the “reverse vesting” structure proposed as part of the Amended Subscription Agreement, Freshstone will also be requesting the Court, as further discussed in Section V of this Affidavit, to grant the WEPPA Order, so as to ensure that all employees terminated by Freshstone, either prior to or in connection with the Transactions, will be able submit a claim and obtain a recovery pursuant to the *Wage Earner Protection Program* (the “**WEPP**”), in the same manner as if the Transactions had been structured as a traditional “vesting” transaction.

(iii) The Consideration Being Paid for Freshstone's Business Reflects the Importance and Value of the Licences, Certificates and Registrations being preserved under the Reverse Vesting Structure

53. Ultimately, the offer made by the Investor was not only the sole going concern offer submitted to Freshstone in the context of the SISP, but it was also the only offer altogether.

54. Clearly, the Subscription Price offered by the Investor in the Amended Subscription Agreement reflects the going-concern value of Freshstone, which requires, as previously discussed, the preservation of the licences, certificates and registrations being preserved under the "reverse vesting" structure.

C. The Monitor's Powers Should Be Enhanced

55. If the Transactions and the proposed "reverse vesting" structure are approved by the Court:

(a) all Excluded Assets will be transferred and vested into ResidualCo 1;

(b) all Liabilities (other than the Retained Liabilities) and all Contracts (other than the Retained Contracts) will be transferred and vested into ResidualCo 2; and

(c) ResidualCo 1 and ResidualCo 2, or AmalCo., will be added as parties subject to the CCAA Proceedings, with Freshstone being released from the purview of same.

56. Accordingly, and in order to ensure the completion of the CCAA Proceedings, Freshstone requests to enhance the Monitor's powers to include the power to distribute any cash portion of the Subscription Price in accordance with the Amended Subscription Agreement, and to exercise any powers which may be properly exercised by any board of directors of ResidualCo. 1, ResidualCo. 2 or AmalCo. (including the opening of one or more new bank accounts on their behalf, the causing of such entities to perform such functions as the Monitor considers necessary or desirable to facilitate the windind-down and the distribution of their property, and the assignment of ResidualCo. 1, ResidualCo. 2 or of AmalCo. into bankruptcy following the closing of the Transactions).

57. No creditor or other stakeholder will be prejudiced by such enhancement of the Monitor's powers.

D. The D&Os Should Be Released

58. If approved by the Court, the Transactions will, *inter alia*:

(a) allow a recovery for Freshstone's senior secured creditor as a result of its credit-bid proposed in the Amended Subscription Agreement;

(b) allow a recovery for some of Freshstone's unsecured creditors whose claims will be "retained" and ultimately paid, as proposed in the Amended Subscription Agreement;

(c) allow Freshstone's clients and suppliers to continue to rely upon Freshstone's ongoing operations; and

(d) allow most of Freshstone's employees to maintain their employment with Freshstone.

59. This successful restructuring required extensive efforts by Freshstone's directors and officers who were required to, *inter alia*:

(a) meet on numerous occasions, at least weekly, both prior to and after the commencement of the CCAA Proceedings, to consider various issues pertaining to Freshstone's dire financial situation and assess potential solutions;

(b) negotiate the terms of the interim financing which allowed these restructuring proceedings to be possible;

(c) negotiate the terms of the engagement of the Sale Advisor which allowed a SISP to be conducted;

(d) negotiate the terms of the Stalking Horse Bid at the outset of the CCAA Proceedings in order to establish a floor-price for the sale of its business and/or assets, and, as previously mentioned, ensure that if determined to be the "Successful Bid" in the SISP, the proposed "reverse vesting" structure would produce an economic result at least as favourable as any other viable alternative and that no stakeholder would be worse off under such proposed structure;

(e) take on a hands-on role in conducting the SISP, and deal with various issues in relation to the SISP, and provide extensive information to potential bidders to allow them to conduct their due diligence; and

(f) ensure that Freshstone's on-going operations could be properly conducted and managed during the CCAA Proceedings, which necessitated on-going dialogue with Freshstone's clients, suppliers and employees.

60. Moreover, if the Transactions are approved by the Court, Freshstone's directors and officers will also be required to continue their work to ensure that the closing of the Transactions occurs, and that a post-closing transition can be properly implemented so that the restructured and reorganized Freshstone can pursue its operations as a going concern, for the benefit of all of its stakeholders.

61. Clearly, Freshstone's directors and officers have contributed extensively to the CCAA Proceedings, to the SISP and, ultimately, to Freshstone's successful restructuring efforts that will culminate in the pursuit of its operations as a going concern, subject to this Court's approval of the Transactions.

62. Without its directors and officers, Freshstone would not have been able to conduct a successful restructuring.

63. In this case, it is particularly important to note that the continued involvement of Freshstone's Chief Executive Officer and member of its board of directors, Mr. Frank Burdzy, has been essential in ensuring the maintenance of Freshstone's operations as a going concern, having agreed to, *inter alia*:

(a) advance to Freshstone several millions of dollars in order to protect its business, maintain its operations and the employment of several hundreds of employees;

(b) submit the Stalking Horse Bid (with no bid protections, other than a capped expense reimbursement provision) to establish a floor price for the sale of Freshstone's assets and, more importantly, ensure that if no superior offer was submitted in the context of the SISP, Freshstone's operations would still be able to continue as a going concern.

64. Ultimately, without Mr. Burdzy, either as a director and officer of Freshstone, secured creditor or as a bidder, the pursuit of Freshstone's business and operations would have been compromised, with the only alternative outcome being a bankruptcy liquidation.

65. While Freshstone is not aware of any claim having been formulated as against its directors and officers, Freshstone nevertheless requests the Court to grant limited releases, solely in their favour, subject to the standard exclusions for claims arising from fraud or wilful misconduct, particularly in a context where it is proposed that as part of the Transactions, the Directors' Charge be discharged against Freshstone's assets or otherwise transferred to ResidualCo. 2. I understand that to the extent that the release sought in favour of Freshstone's directors and officers, such directors and officers will require that a claims process be undertaken in order to identify any claim which may exist against them and, if applicable, adjudicate any such claim or otherwise deal with same, before the Directors' Charge is discharged or otherwise transferred to ResidualCo. 2. Such process would not only be costly, but would also take several weeks to complete, thereby delaying closing on the Transactions.

66. Ultimately, a release is sought in favour of Freshstone's directors and officers in order to close the Transactions within the best delays and allow such directors and officers to move forward and obtain some finality.

E. The Stay Period Should Be Extended

67. If this Court approves the Transactions and grants the ARVO, the next steps will include the following:

   (a) Closing of the Transactions: As previously discussed, the "Outside Closing Date" set out in the Subscription Agreement is November 27, 2026. However, the Investor has advised Freshstone that it remains committed in closing the Transactions within five (5) Business Days following the satisfaction of all conditions to Closing, which include the issuance of the ARVO and such ARVO being final and non-appealable;

   (b) Bankruptcy of the ResidualCos: Following the closing of the Transactions and the transfer of the Excluded Assets, Excluded Liabilities and Excluded Contracts to the ResidualCos, the Monitor, subject to the Court enhancing its powers as previously discussed, will need file voluntary assignment in bankruptcy in respect of such ResidualCos;

(c) Distribution of cash: Under the Subscription Agreement, the Investor will be required to pay a cash component of the Subscription Price in order to pay for the Priority Payables. The Monitor, subject to the Court enhancing its powers as previously discussed, will need to proceed with such distribution in accordance with applicable laws.

68. While the Stay Period is currently set to expire on October 16, 2026, Freshstone requests an extension of same until November 30, 2026, in order to ensure that it does not need to return before this court prior to Octob**er 16, 2026 in order to seek an extension and save the costs associated thereto.**

V. FRESHSTONE REQUEST FOR THE GRANTING OF THE WEPPA ORDER

69. In the six (6) months prior to the commencement of the CCAA Proceedings and over the course of the CCAA Proceedings, Freshstone has had to terminate 125 direct and indirect labour employees as a result of its financial challenges and liquidity constraints.

70. In addition, while the Investor has advised Freshstone that its intention remains to retain, as part of the Transactions, most of its current employees, the Amended Subscription Agreement provides that the Investor can decide not to retain certain employees (i.e. the Excluded Employees, as defined in the Amended Subscription Agreement) by issuing a written notice to that effect to Freshstone and the Monitor not later than five (5) Business Days prior to the closing date of the Transactions. Accordingly, until this notice period has expired, there may be further employee terminations.

71. Ultimately, the Amended Subscription Agreement contemplates that all of Freshstone's employees that either have been terminated prior to and over of the course of the CCAA Proceedings and that may be terminated by the closing of the Transactions (the "**Terminated Employees**"), together with their related employee contracts and liabilities, will be transferred to ResidualCo. 2 (which AmalCo. will ultimately be responsible for if ResidualCo. 1 amalgamates with ResidualCo. 2).

72. Although Freshstone has paid and intends to pay all salaries and accrued vacation pay to

those employees above, these employees will still ultimately suffer a loss on account of severance and termination pay.

73. Freshstone understands that the WEPP is a federal program that provides eligible employees with payments in respect of certain unpaid wages, vacation pay, termination pay and severance pay where their employer becomes subject to insolvency proceedings.

74. More specifically, Freshstone has been advised by its advisors of the following:

(a) Section 5(1) of the WEPPA provides, *inter alia*, that "*an individual is eligible to receive payment* [under the WEPP] if […] *(a) the individual's employment ended for a reason prescribed by regulation; (b)* […] (iv) *the former employer is the subject of* […] *under the Companies' Creditors Arrangement Act and a court determines under subsection (5) that the criteria prescribed by regulation are met";*

(b) Section 5(5) of the WEPPA provides that "[o]*n application by any person, a court may, in proceedings under Division I of Part III of the Bankruptcy and Insolvency Act or under the Companies' Creditors Arrangement Act, determine that the former employer meets the criteria prescribed by regulation*"; and

(c) Section 3.2 of the WEPP Regulations provides that "[f]o*r the purposes of section 5(5) of the Act, a court may determine whether the former employer is the former employer of all whose employees in Canada have been terminated other than any retained to wind down its business operations*".

75. While the terms of the WEPPA and the WEPP Regulations cited above do not expressly contemplate that debtor companies in CCAA proceedings culminating in a going concern transaction following the implementation of a "reverse vesting" transaction are "former employers", such that former employees are eligible to receive a payment under the WEPP, Freshstone has been advised that:

(a) both the WEPPA and the WEPP Regulations (and the provisions cited above) came into force before the use of "reverse vesting" structures in the context of insolvency proceedings in Canada, when traditional asset transaction and "vesting" structures were generally implemented in the context of CCAA Proceedings;

(b) as part of those traditional asset transactions and "vesting" structures, the assets of the insolvent and former employer would be transferred to the purchaser on a "*free and clear*" basis, with the insolvent and former employer becoming bankrupt after closing, thereby allowing employees who had been terminated by such employer to file a claim and receive a payment under the WEPP - even if the business and operations of the insolvent and former employer are continued as a going concern, but through the purchaser; and

(c) given the above, this Court has previously granted an order similar to the WEPPA Order sought by Freshstone in another file where a sale transaction had also been implemented by a "reverse vesting" structure.

76. In the matter at hand, while the Investor and Freshstone have agreed to implement the Transactions by way of a "reverse vesting" structure for the reasons further discussed above, the net result for Freshstone's creditors, including the Terminated Employees, will not differ from the result under a traditional "vesting" structure under which Freshstone's assets would have been transferred to, and its business and operations would have been pursued as a going concern by, the Investor. In fact, and as mentioned above, the "reverse vesting" structure proposed under the Amended Subscription Agreement is intended to provide the same economic result as if the Transactions had been implemented through a traditional "vesting" structure, including as it relates to the Terminated Employees.

77. For these reasons, and in order to avoid any undue prejudice to the Terminated Employees as a result of the "reverse vesting" structure that will be implemented as part of the Transactions, if approved by the Court, Freshstone requests the Court to declare that given the Transactions, ResidualCo 2 and AmalCo. are former employers of the Terminated Employees pursuant to Section 3.2 of the WEPP Regulations, so as to allow them to be entitled to submit a claim and receive a payment under the WEPP.

VI. CONCLUSION

78. In light of the foregoing, I believe that the relief sought by Freshstone as part of its motion returnable before the Court on October 2, 2026, is necessary and reasonable in the circumstances, and understand that the Monitor will be issuing a Third Report recommending the Court's approval of same.

I confirm that while connected via video conference technology, the affiant showed me the front and back of his government-issued photo identity document and that I am reasonably satisfied it is the same person and the document is current and valid. I also confirm that I have reviewed each page of this affidavit with the affiant and verify that the pages are identical.

Sworn before me via video conference by Leigh Wilson stated as being located in the City of Edmonton, in the Province of Alberta, before me at the City of Toronto, in the Province of Ontario, this 11th day of September, 2026, in accordance with O. Reg 431/20 *Administering Oath or Declaration Remotely*.

Signed by:
Shajan Sritharan
9E8534566F3C400...

Commissioner for Taking Affidavits

Signed by:
Leigh Wilson
27E820AD8B53409...

LEIGH WILSON

EXHIBIT "A"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

9E8534566F3C400...

Commissioner for Taking Affidavits

SUBSCRIPTION AGREEMENT

(the “**Agreement**”)

entered into as of June 12, 2026

BETWEEN **FRESHSTONE BRANDS INC.**, a corporation governed by the *Canada Business Corporations Act*, having its registered office at 4200 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta

(the “**Issuer**”);

AND **FRANK BURDZY**, Chief Executive Officer of the Issuer, or an entity to be incorporated by him and designated prior to Closing

(the “**Investor**”);

(the Issuer and the Investor are collectively referred to as the “**Parties**” and each individually a “**Party**”).

PREAMBLE

WHEREAS the Issuer carries on the business, taken as a whole, consisting primarily of manufacturing prepared meals specializing in high-quality products for retail, foodservice and co-manufacturing channels (the “**Business**”);

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 9, 2026 (as amended and restated, the “**Initial Order**”) in the file bearing number CL-26-00000265-0000 (the “**CCAA Proceedings**”), the Issuer obtained protection from its creditors under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”), and Deloitte Restructuring Inc. was appointed as monitor of the Issuer in the CCAA Proceedings (in such capacity, and not in its personal or corporate capacity, the “**Monitor**”);

WHEREAS within the CCAA Proceedings, the Issuer intends to seek an order from the Court (the “**SISP Order**”) that, among other things, authorizes the Issuer to conduct a sale and investment solicitation process (the “**SISP**”), under the oversight of the Monitor, in accordance with the sale and investment solicitation process procedures substantially in the form attached as Exhibit A to this Agreement (the “**SISP Procedures**”);

WHEREAS the Initial Order approved the DIP and granted the Administration Charge, the DIP Lender’s Charge and the Directors’ Charge (collectively, the “**Priority Court Charges**”);

WHEREAS the Investor is a secured creditor of the Issuer under the Notes (as defined below), which rank subordinate to the Priority Court Charges; and

WHEREAS the Investor has agreed to act as a “stalking horse bidder” and, if selected as or deemed to be the Successful Bidder (as defined below) in accordance with the SISP Procedures, to subscribe for the Subscription Shares (as defined below), and the Issuer has agreed to issue the Subscription Shares to the Investor, with the Excluded Assets being transferred to and vested in ResidualCo 1 (as defined below), and the Excluded Liabilities, the Excluded Contracts, the Excluded Employees and the Excluded Employee Plans being transferred to and vested in ResidualCo 2 (as defined below), in each case pursuant to the Reverse Vesting Order (as defined below) and in accordance with the Closing Sequence (collectively, the "**Subscription Transaction**"), pursuant to and in accordance with the SISP and subject to the granting by the Court of a Reverse Vesting Order and upon the other terms and conditions set forth herein, a portion of the consideration being satisfied by way of a Credit Bid (as defined below).

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements herein contained, the Issuer and the Investor agree as follows:

1 INTERPRETATION

1.1 Definitions

The following capitalized terms, whenever used in this Agreement, shall have the following meaning:

1.1.1 "**Accounts Receivable**" means all accounts receivable, trade accounts, notes receivable, book debts and other debts due or accruing due to the Issuer in connection with the Business, and the benefit of all security, guarantees and other collateral relating thereto;

1.1.2 "**Administration Charge**" means the administration charge granted by the Court in the CCAA Proceedings as security for the fees and disbursements of the Monitor, its counsel and the other professionals retained in connection with the CCAA Proceedings, as more particularly set out in the applicable Order of the Court;

1.1.3 "**Administrative Reserve Amount**" means an amount reasonably determined by the Monitor prior to Closing, in consultation with the Investor, to pay the estimated fees and expenses of (i) completing the CCAA Proceedings and (ii) the receivership, bankruptcy or wind-up of ResidualCo 1 and ResidualCo 2;

1.1.4 "**Agreement**" shall mean this Subscription Agreement, including its preamble and any schedule attached thereto, as may be amended in writing by the Parties;

1.1.5 "**Articles of Amendment**" means, to the extent required, articles of amendment or reorganization in respect of the Issuer's authorized and issued capital to create a new class of common shares of the Issuer (which such shares shall be the Subscription Shares for purposes of this Agreement) and/or effecting such other changes to the articles of the Issuer in order to consummate the transactions contemplated hereby, such articles of amendment to be in form and substance satisfactory to the Investor;

1.1.6 "**Books and Records**" shall mean all books, records, files, papers, books of account and other financial data in the possession of and reasonably available to the Issuer, including manuals and data, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media, and all Tax records and returns and books and records pertaining thereto, minute books, share ledgers, organizational documents, corporate seals, taxpayer and other identification numbers and other documents relating to the organization, maintenance and existence of the Issuer as a Person;

1.1.7 “**Business Day**” shall mean any day excluding Saturday, Sunday, and any day on which banks are not open for regular business in Toronto (Ontario);

1.1.8 “**Closing**” shall mean the completion of the Subscription Transaction in accordance with the provisions hereof;

1.1.9 “**Closing Date**” shall mean the date of the Closing, being five (5) Business Days following the satisfaction or waiver of all conditions to the purchase and sale of the Retained Assets set out in Sections 10.1 and 10.2 as same will be confirmed by the Monitor’s Certificate, or any other date mutually agreed by the Parties, providing Closing shall not occur later than the Outside Date;

1.1.10 “**Closing Sequence**” means the Closing steps detailed in Schedule 1.1.10 attached hereto, as the same may be amended in accordance with the terms of this Agreement;

1.1.11 “**Closing Time**” shall mean 12:01 a.m. Eastern prevailing time on the Closing Date;

1.1.12 “**Contracts**” means contracts, deeds, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which the Issuer is a party or by which the Issuer is bound or under which the Issuer has, or will have, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business and includes quotations, orders, proposals, purchase orders or tenders which remain open for acceptance and warranties and guarantees;

1.1.13 “**Credit Bid**” means the satisfaction by the Investor, as authorized by the Reverse Vesting Order, of the portion of the Subscription Price described in Section 5.3.1 by way of a credit against, set-off of and in partial satisfaction of the Notes, in accordance with section 11 of the CCAA and the SISP Procedures;

1.1.14 “**Credit Bid Amount**” means the amount outstanding under the Credit Bid Notes up to Closing;

1.1.15 “**Credit Bid Notes**” means all indebtedness, liabilities and obligations (whether for principal, interest, fees, costs or otherwise) owing by the Issuer to the Investor, as first-ranking secured creditor, under (i) a second amended and restated secured promissory note in the original principal amount of $1,150,000, dated as of May 8, 2026, (ii) an amended and restated secured promissory note in the original principal amount of $2,000,000, dated as of May 8, 2026, and (iii) a secured promissory note in the original principal amount of $2,000,000, dated as of May 8, 2026, in each case, between the Issuer and the Investor, as amended pursuant to the omnibus amending agreement dated June 4, 2026 between the Issuer and the Investor, and the security granted in connection therewith (the particulars of the outstanding amount being set out in Schedule 1.1.49 (Notes));

1.1.16 “**Cure Costs**” shall mean all amounts, costs and expenses required to be paid to cure all of the Issuer’s monetary defaults in relation to the Retained Contracts or as otherwise may be required pursuant to the Reverse Vesting Order;

1.1.17 “**Damages**” shall mean any loss, cost, liability, claim, interest, fine, penalty, assessment, damages available at law or in equity (excluding consequential and punitive damages whatsoever), expense (including consultant’s and expert’s fees and expenses and reasonable costs, fees and expenses of legal counsel and reasonable costs, fees and expenses of investigation, defence or settlement) or diminution in value;

1.1.18 "**DIP**" means the priority debtor-in-possession financing made available by Garrington to the Issuer in the CCAA Proceedings pursuant to the Garrington DIP Documents and secured by the DIP Lender's Charge;

1.1.19 "**DIP Lender's Charge**" means the priority charge set out in the DIP Order;

1.1.20 "**DIP Obligations**" means the amounts owing under the DIP;

1.1.21 "**DIP Order**" means any order of the Court in the CCAA Proceedings approving the DIP and the priorities and charges securing the same, as such order or orders may be amended, restated, supplemented or extended from time to time;

1.1.22 "**Directors' Charge**" means the directors' and officers' charge granted by the Court in the CCAA Proceedings as security for the indemnification obligations of the Issuer in favour of its directors and officers, as more particularly set out in the applicable Order of the Court;

1.1.23 "**Eastern**" shall mean, when used in relation to time, the time zone in which the city of Toronto, province of Ontario, is located, being, as the case may be, Eastern Standard Time and Eastern Daylight Time;

1.1.24 "**Employee Plans**" means any plan, arrangement, agreement, program, policy, practice or undertaking, whether oral or written, formal or informal, funded or unfunded, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, retention, severance, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, in each case maintained, sponsored, funded or contributed to by the Issuer or under which the Issuer has, or will have, any liability or contingent liability, but excluding (A) any statutory plan administered by a Governmental Authority; and (B) individual Contracts of employment;

1.1.25 "**Employees**" shall mean all individuals who, as of the Closing Date, are employed by the Issuer, whether on a full-time or part-time basis, including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off which has not become deemed a definitive termination of employment under applicable employment standards Laws, and "**Employee**" means any one of them;

1.1.26 "**Encumbrance**" shall mean any claim, liability, obligation, prior claim, right of retention, lien, security interest, charge, hypothec, trust, judgment, writ of seizure or execution, contractual right or encumbrance, whether or not registered, published or filed, and whether secured, unsecured or otherwise;

1.1.27 "**Equipment**" means all machinery, equipment, tooling, furniture, fixtures, vehicles, rolling stock, spare parts, supplies and other tangible personal property owned or used or held for use by the Issuer in connection with the Business;

1.1.28 "**Equity Interests**" means any capital share, capital stock, partnership, membership, joint venture or other ownership or equity interest, participation or securities (whether voting or non-voting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) of a Person, and any options, warrants, or other instruments exercisable into, or convertible or exchangeable for, any of the foregoing;

1.1.29 "**ETA**" shall mean the *Excise Tax Act*, R.S.C., 1985, c. E-15 (Canada);

1.1.30 "**Excluded Assets**" shall mean: (i) any assets associated with any Excluded Employee Plans; and (ii) all other assets listed in Schedule 1.1.30 (Excluded Assets), all of which are to be transferred to ResidualCo 1 pursuant to the Reverse Vesting Order;

1.1.31 "**Excluded Contracts**" means all Contracts of the Issuer listed in Schedule 1.1.31 (Excluded Contracts), and which are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order;

1.1.32 "**Excluded Employee Plans**" means the Employee Plans that are listed in Schedule 1.1.32 (Excluded Employee Plans), which are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order;

1.1.33 "**Excluded Employees**" means those Employees designated by the Investor, in its sole discretion, by written notice to the Issuer and the Monitor not later than three (3) Business Days prior to the Closing Date, whom the Investor elects not to retain, who are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order;

1.1.34 "**Excluded Liabilities**" means all Liabilities of the Issuer other than the Retained Liabilities, which are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order;

1.1.35 "**Expense Reimbursement**" shall mean an amount equal to the reasonable, documented, out-of-pocket costs and expenses of the Investor (including the reasonable, documented expenses of outside counsel and other outside advisors) related to negotiating this Agreement up to a maximum amount of $50,000, which amount will be payable only from the proceeds of the closing of a transaction under the SISP where this Agreement is not the Successful Bid;

1.1.36 "**Garrington**" means Garrington Financial Services Inc., a third-party lender providing the DIP;

1.1.37 "**Garrington DIP Documents**" means the DIP financing agreement and related documents governing the DIP and the DIP Order approving same;

1.1.38 "**Governmental Authority**" shall mean (i) any domestic or foreign government, governmental or public department, central bank, court, commission, tribunal, board, ministry, bureau or agency, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority, and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing;

1.1.39 "**GST/HST**" shall mean all goods and services tax and harmonized sales tax imposed under Part IX of the ETA;

1.1.40 "**Intellectual Property**" means all intellectual property and industrial property rights owned or used or held for use by the Issuer in connection with the Business, including all trademarks, trade names, business names, domain names, patents, industrial designs, copyrights, trade secrets, know-how, software and all registrations and applications for any of the foregoing, and the goodwill associated therewith;

1.1.41 "**Interim Period**" shall mean the period starting on the date hereof and ending at the Closing Time;

1.1.42 "**Inventory**" means all inventories of every kind and nature and wheresoever situated owned or used or held for use by the Issuer in connection with the Business, including raw materials, work-in-progress, finished goods, packaging, supplies and goods in transit;

1.1.43 "**ITA**" shall mean the *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supplement) (Canada);

1.1.44 "**Known Cure Costs**" shall mean all Cure Costs which the Issuer, the Investor, the Monitor and/or of their respective Representatives has received actual notice thereof, the particulars of which are listed in Schedule 1.1.44 (Known Cure Costs);

1.1.45 "**Law**" shall mean any (i) law, constitution, treaty, statute, code, ordinance, order, decree, rule, regulation and by-law, (ii) judgment, order, writ, injunction, decision, award and directive of any Governmental Authority, and (iii) policy, guideline, notice and protocol of any Governmental Authority to the extent they have the force of law;

1.1.46 "**Liability**" shall mean, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

1.1.47 "**Minimum Overbid**" means the minimum initial overbid amount and subsequent bidding increments applicable at any auction conducted under the SISP Procedures, being not less than $250,000 above the value of the Subscription Price (inclusive of the Expense Reimbursement), as more fully set out in the SISP Procedures;

1.1.48 "**Monitor's Certificate**" means the certificate, substantially in the form attached as an exhibit to the Reverse Vesting Order, to be delivered by the Monitor to the Issuer and the Investor on Closing and thereafter filed by the Monitor with the Court certifying that it has received the Conditions Certificates;

1.1.49 "**Notes**" means collectively, the Credit Bid Notes and the Retained Note, and "**Note**" means any one of them (the particulars of the outstanding amounts being set out in Schedule 1.1.49 (Notes));

1.1.50 "**Order**" shall mean any directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority;

1.1.51 "**Outside Date**" shall mean November 27, 2026;

1.1.52 "**Permitted Encumbrances**" shall mean the Encumbrances relating to the Retained Assets;

1.1.53 "**Person**" shall be broadly interpreted and includes an individual, partnership, limited partnership, limited liability company, unlimited liability company, joint venture, trust, cooperative, association or corporation, Governmental Authority and the executors, administrators or other legal representatives of an individual in such capacity, as the case may be;

1.1.54 "**Personal Information**" shall have the meaning ascribed thereto in the Privacy Law;

1.1.55 "**Priority Payables**" means the amounts secured by the Administration Charge, the DIP Lender's Charge, the Directors' Charge and any other Court-ordered priority charge;

1.1.56 "**Privacy Law**" means the *Personal Information Protection and Electronic Documents Act* (Canada) and any comparable Law of any other jurisdiction;

1.1.57 "**Representative**" shall mean, when used with respect to a Person, each director, officer, employee, and other agent, counsel, adviser or representative appointed by that Person;

1.1.58 "**ResidualCo 1**" means a newly-incorporated entity designated by the Investor, with the consent of the Monitor, to which the Excluded Assets are to be transferred and in which they are to be vested pursuant to the Reverse Vesting Order and in accordance with the Closing Sequence;

1.1.59 "**ResidualCo 2**" means a newly-incorporated entity designated by the Investor, with the consent of the Monitor, to which the Excluded Liabilities, the Excluded Contracts, the Excluded Employees and the Excluded Employee Plans are to be transferred and in which they are to be vested pursuant to the Reverse Vesting Order and in accordance with the Closing Sequence, and from which the Issuer is to be released;

1.1.60 "**Retained Assets**" means all of the Issuer's right, title and interest in, to and under, or relating to, the assets, property and undertaking owned or used or held for use by the Issuer in connection with the Business, including all cash and cash equivalents, the Equipment, the Inventory, the Accounts Receivable, the Intellectual Property, the Retained Contracts, the Books and Records, but other than the Excluded Assets and the Excluded Contracts;

1.1.61 "**Retained Contracts**" shall mean those Contracts of the Issuer that are not Excluded Contracts;

1.1.62 "**Retained Employee Plans**" means those Employee Plans that are not Excluded Employee Plans, including those listed on Schedule 1.1.62 (Retained Employee Plans);

1.1.63 "**Retained Liabilities**" means: (i) all Liabilities arising under the Retained Contracts to the extent first arising and relating to the period on or after the Closing Time, and any Cure Costs under such Retained Contracts which are not being paid in cash on Closing as Known Cure Costs; (ii) all Liabilities to the extent first arising out of the operation of the Retained Assets for the periods on and after the Closing Time; (iii) all Liabilities of the Issuer relating to Retained Employees and/or the Retained Employee Plans pursuant to Section 5.4; (iv) any Liabilities arising after the granting of the Initial Order, other than any such Liabilities to be paid in cash on Closing; (v) if any, unremitted employee source deductions, vacation pay and other employee priority claims as at the Closing Time; (vi) if any, unremitted GST/HST as at the Closing Time; (vii) the Retained Note; (viii) other liabilities secured by deemed trusts and statutory priority claims existing as at the Closing Time; and (ix) any amounts accrued and not yet owing in respect of the Priority Payables that are not paid by the Investor at the Closing;

1.1.64 "**Retained Note**" means all indebtedness, liabilities and obligations (whether for principal, interest, fees, costs or otherwise) owing by the Issuer to the Investor, as first-ranking secured creditor, under a secured promissory note in the original principal amount of $2,750,000, dated as of June 4, 2026, between the Issuer and the Investor, and the security granted in connection therewith (the particulars of the outstanding amount being set out in Schedule 1.1.49 (Notes));

1.1.65 "**Reverse Vesting Order**" shall mean a final and definitive order of the Court issued in the CCAA Proceedings, in form and substance reasonably satisfactory to the Investor, the Issuer and the Monitor, approving (i) this Agreement, (ii) the Subscription Transaction (including the issuance to the Investor of the Subscription Shares, free and clear of all Encumbrances (other than Permitted Encumbrances), the transfer to and vesting in ResidualCo 1 of the Excluded Assets, the transfer to and vesting in ResidualCo 2 of the Excluded Liabilities, the Excluded Contracts, the Excluded Employees and the Excluded Employee Plans, and the release of the Issuer from the Excluded Liabilities), (iii) the satisfaction of a portion of the Subscription Price by way of the Credit Bid, and (iv) any other transactions contemplated by this Agreement, including the filing for the Articles of Amendment;

1.1.66 "**SISP Procedures**" means the SISP Procedures, which shall reflect, among other things, this Agreement as a stalking horse bid, the Credit Bid, the bid increments and the auction procedures (including the Minimum Overbid), the whole substantially in the form attached as Schedule A to the SISP Order;

1.1.67 "**Subscription Shares**" means the new common shares in the capital of the Issuer to be issued to the Investor at Closing pursuant to the terms of this Agreement and the Reverse Vesting Order, representing, after giving effect to the transactions contemplated by this Agreement and the Reverse Vesting Order (including the cancellation of the existing Equity Interests (other than the Subscription Shares) in the capital of the Issuer and, if required, the Articles of Amendment), all of the issued and outstanding shares in the capital of the Issuer;

1.1.68 "**Successful Bidder**" shall have the meaning ascribed thereto in the SISP Procedures;

1.1.69 "**Superior Proposal**" shall have the meaning ascribed thereto in the SISP Procedures;

1.1.70 "**Target Closing Date**" shall mean five (5) Business Days immediately following the date upon which the Court has granted the Reverse Vesting Order, or such other date as the Parties and the Monitor may mutually agree to, in writing; and

1.1.71 "**Tax**" and "**Taxes**" shall mean taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever (including withholding on amounts paid to or by any Person) imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof.

1.2 Cross-Referenced Definitions

The following defined terms have the meanings ascribed thereto in the provisions of this Agreement indicated below:

Defined Term	Section
Business	Preamble above
CCAA	Preamble above
CCAA Proceedings	Preamble above
Conditions Certificates	10.3
Court	Preamble above
Deposit	5.1
Investor	Designation of the Parties above
Issuer	Designation of the Parties above
Monitor	Preamble above
Parties and Party	Designation of the Parties above
Replacement Plans	6.5
Retained Employees	6.2
SISP	Preamble above
SISP Order	Preamble above
SISP Procedures	Preamble above
Subscription Price	5.2
Subscription Transaction	Preamble above

1.3 Including

The word “include” or “including”, when following a general term or statement, is not to be construed as limiting the term or statement to the specific items or matters stated or to similar items or matters, but rather as referring to all items or matters that could reasonably fall within the broadest possible scope of the term or statement.

1.4 **References to this Agreement**

The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

1.5 **References to Documents**

All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

1.6 **Currency and Payments**

Except as otherwise expressly provided in this Agreement: (a) all dollar amounts referred to in this Agreement are stated in the lawful currency of Canada; and (b) any payment contemplated by this Agreement shall be made by wire transfer of immediately available funds to an account agreed upon by the Monitor or by any other method that provides immediately available funds as agreed to between the Parties, with the consent of the Monitor.

1.7 **Calculation of Time**

In this Agreement, a period of days shall be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. Eastern on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period shall be deemed to expire at 5:00 p.m. Eastern on the next succeeding Business Day.

1.8 **Statutes**

Any reference to a statute shall include such statute and the corresponding regulations, together with all amendments made and in force from time to time, and any statute or regulation that may be passed which has the effect of supplementing or superseding the statute referred to or the corresponding regulations.

1.9 **Gender and Number**

In this Agreement, unless the context requires otherwise, words importing the singular include the plural, and vice versa. Words importing the masculine gender include the feminine and neuter, and vice versa.

1.10 **Headings and Table of Contents**

The headings and table of contents contained in this Agreement have been inserted for convenience of reference only, shall not be construed to affect the meaning, construction or effect of this Agreement and shall not be considered in the interpretation of any of its provisions.

1.11 **Exhibit and Schedules**

The following Exhibit and Schedules form part of this Agreement:

– Exhibit A – SISP Order

- Schedule 1.1.10– Closing Sequence;
- Schedule 1.1.30 – Excluded Assets;
- Schedule 1.1.31 – Excluded Contracts;
- Schedule 1.1.32 – Excluded Employee Plans;
- Schedule 1.1.44 – Known Cure Costs;
- Schedule 1.1.49 – Notes; and
- Schedule 1.1.62 – Retained Employee Plans.

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules.

1.12 **Adverse Rule of Construction not to Apply**

The Parties have each had full opportunity of obtaining legal advice and accordingly any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

2 SUBSCRIPTION FOR SUBSCRIPTION SHARES

2.1 At the Closing Time, subject to the terms and conditions of this Agreement and the Reverse Vesting Order, the Investor shall subscribe for and purchase from the Issuer, and the Issuer shall issue the Subscription Shares as fully paid and non-assessable shares free and clear of all Encumbrances, and which Subscription Shares, once issued, shall represent all of the issued and outstanding shares in the capital of the Issuer, in consideration for the Subscription Price. Concurrently with the issuance of the Subscription Shares, all of the Equity Interests in the capital of the Issuer (other than the Subscription Shares) shall be cancelled for no consideration (in accordance with the Closing Sequence) with the result that the Investor will be the sole holder of all Equity Interests in the capital of the Issuer as of the Closing Time.

3 RETAINED CONTRACTS

3.1 At the Closing Time, on and subject to the terms and conditions of this Agreement and the Reverse Vesting Order, the Issuer's rights, benefits and interests in, to and under the Retained Contracts shall be retained by the Investor.

3.2 The Parties will use commercially reasonable efforts in order for the Reverse Vesting Order to contain sufficient provisions preventing any counterparty to the Retained Contracts from exercising any right or remedy (including any termination right or remedy) under the Retained Contracts, including by reason of: (i) non-monetary defaults, (ii) the insolvency of the Issuer, (iii) the CCAA Proceedings, or (iv) a change of control of the Issuer.

3.3 The Investor shall, on the Closing Date, remit to the Monitor, in trust, an amount equal to the aggregate of the Known Cure Costs and the Monitor shall in turn pay to the counterparty to each Retained Contract the applicable Known Cure Costs in accordance with the provisions of the Reverse Vesting Order. For clarity, the balance of the Cure Costs, if any, shall be the responsibility of the Issuer following Closing and shall form part of the Retained Liabilities.

4 RETAINED AND EXCLUDED ASSETS AND LIABILITIES

4.1 Before the Closing Time, at the time and date provided for in the Closing Sequence, subject to the terms and conditions of this Agreement and the Reverse Vesting Order, all of the Issuer's right, title and interest in and to the Excluded Assets shall have been transferred to

ResidualCo 1, and the Issuer shall retain all of the Issuer's right, title and interest in and to the Retained Assets, which shall be free and clear of all Encumbrances other than Permitted Encumbrances, to the extent and as provided for in the Reverse Vesting Order. For the avoidance of doubt, notwithstanding any provision of this Agreement to the contrary, as of the Closing Time, the assets of the Issuer shall not include any of the Excluded Assets. Notwithstanding the foregoing and/or anything contained herein to the contrary, the Investor may update any (i) asset to be designated as an Excluded Asset and/or (ii) Contract to be designated as and Excluded Contract, in each case, by written notice to the Issuer and the Monitor delivered not later than July 15, 2026. Provided that no such update to the Excluded Assets and/or the Excluded Contracts shall result in any change to the Subscription Price.

4.2 Before the Closing Time, at the time and date provided for in the Closing Sequence, subject to the terms and conditions of this Agreement and the Reverse Vesting Order, the Investor shall retain the Retained Liabilities and shall pay, discharge and perform, as the case may be, from and after the Closing Time, the Retained Liabilities.

4.3 Except as expressly retained pursuant to Section 4.3, all Liabilities of or relating to the Business, the Retained Assets, the Issuer or any predecessor of the Issuer, of any kind or nature, shall remain the sole responsibility of the Issuer, and the Investor shall not retain, accept or undertake any debt, obligation, duty, contract or liability of the Issuer and its affiliates of any kind whatsoever, except as expressly retained pursuant to Section 4.1, whether accrued, contingent, known or unknown, and specifically excluding (without limitation) the Excluded Liabilities, the Excluded Contracts, the Excluded Employees and the Excluded Employee Plans, which shall be transferred to, and shall be the sole responsibility of, ResidualCo 2, and from and after the Closing Time, neither the Issuer nor the Investor shall be liable for any such Excluded Liabilities, Excluded Contracts, Excluded Employees, and Excluded Employee Plans and the Issuer shall be forever irrevocably released and discharged from same.

5 SUBSCRIPTION PRICE

5.1 At or prior to the execution of this Agreement, the Investor has paid to the Monitor, in trust, a deposit in an amount equal to five percent (5%) of the estimated cash portion of the Subscription Price, being $50,665 (the "**Deposit**"). The Deposit shall be held by the Monitor in trust and, at Closing, shall be applied to the cash portion of the Subscription Price payable by the Investor. If the transactions contemplated by this Agreement are not completed as a result of the failure of the Investor to satisfy the conditions to Closing for which it is responsible, or the breach or default by the Investor of its obligations under this Agreement, the Deposit shall be forfeited to, and retained by, the Issuer in addition to any and all recourses of the Issuer, including for specific performance. If the transactions contemplated by this Agreement are not completed for any other reason, the Deposit shall be returned to the Investor without deduction and/or set off of any kind.

5.2 The subscription price for the Subscription Shares (the "**Subscription Price**") shall be an amount equal to the aggregate of the following:

5.2.1 the Credit Bid Amount;

5.2.2 an amount equal to the Priority Payables;

5.2.3 an amount equal to the Administrative Reserve Amount; and

5.2.4 the amount of the Retained Liabilities, including for certainty an amount equal to the Known Cure Costs.

5.3 The Subscription Price shall be paid and satisfied in full at Closing as follows:

5.3.1 the Credit Bid Amount shall be satisfied by way of the Credit Bid, namely by a credit against, set off of and in satisfaction of the Credit Bid Notes as authorized by the Reverse Vesting Order, and no cash shall be payable by the Investor in respect thereof;

5.3.2 the Priority Payables and the Administrative Reserve Amount (other than (i) amounts accrued and not yet owing in respect of the Priority Payables and (ii) the DIP) shall be paid in cash, by wire transfer of immediately available funds to the Monitor (or as the Monitor may direct), for payment to the Persons entitled thereto. For clarity, any amounts accrued and not yet owing in respect of the Priority Payables shall be retained by the Issuer on Closing and form part of the Retained Liabilities;

5.3.3 the amount of the DIP Obligations shall be paid in cash, by wire transfer of immediately available funds, to Garrington (or to the Monitor, in trust, for remittance to Garrington), in full and final satisfaction of the DIP Obligations;

5.3.4 the Known Cure Costs shall be paid in accordance with Section 3.3 and the balance of the Cure Costs, if any, shall be the responsibility of the Issuer following Closing and shall form part of the Retained Liabilities; and

5.3.5 the Issuer shall retain the Retained Liabilities and the Issuer shall, and the Investor shall cause the Issuer to, discharge such Retained Liabilities in accordance with their terms, and no cash shall be payable by the Investor in respect thereof.

5.4 Notwithstanding the foregoing and/or anything contained herein to the contrary, the Parties acknowledge and agree that, at any time following the date that the Investor is selected as or deemed to the be Successful Bidder up to not less than three (3) Business Days prior to the Closing Date, the Investor shall be permitted upon written notice to the Issuer and the Monitor to designate the Retained Note, or any portion thereof, as forming part of the Credit Bid Notes.

5.5 Following the Closing, the Monitor shall use the Administrative Reserve Amount solely for the purposes set forth in the definition of such term. Any portion of the Administrative Reserve Amount that is not used by the Monitor for the purposes set forth in the definition of such term (once such purposes have been completed or discharged to the reasonable satisfaction of the Monitor) shall be returned pursuant to a direction from the Investor.

6 EMPLOYEES AND EMPLOYEE BENEFITS

6.1 Subject to the Closing and the terms of this Section 5.5, the Employees, other than the Excluded Employees, shall continue in the employment of the Issuer on and after the Closing Date on terms no less favorable in the aggregate to those existing immediately prior to the Closing Date, and their prior service rendered to the Issuer shall be recognized. The Excluded Employees shall be transferred to, and shall become employees of, ResidualCo 2 pursuant to the Reverse Vesting Order. The Investor may designate Excluded Employees only by written notice to the Issuer and the Monitor delivered not later than five (5) Business Days prior to the Closing Date.

6.2 In this Agreement, "**Retained Employees**" shall mean those Employees (other than the Excluded Employees) who continue in the employment of the Issuer on and after the Closing Date, including any Employees whose employment continues with the Issuer by operation of applicable Law (including, in respect of Employees, section 9 of the *Employment Standards Act*, 2000 (Ontario)). For the avoidance of doubt, the Parties intend that the transactions contemplated by this Agreement shall not result in any severance, termination or redundancy payment in connection with the Retained Employees.

6.3 The Issuer shall comply with all obligations relating to the Retained Employees, whether contractual, statutory or otherwise under applicable Law, arising on or after the Closing Date, including with respect to future notices of termination of employment, pay in lieu thereof, termination or severance pay, and any change in the terms and conditions of employment.

6.4 From and after the Closing Date, the Issuer shall recognize all unused and accrued vacation or other paid time off of Retained Employees as at the Closing Date.

6.5 Effective as of the Closing Date, the Retained Employees shall cease to accrue benefits under all Excluded Employee Plans. The Issuer shall not assume any of the Excluded Employee Plans. The Issuer shall permit the Retained Employees to participate in benefit and pension plans sponsored or otherwise made available by the Issuer (the "**Replacement Plans**"), and shall cause each Replacement Plan to recognize the prior service of the Retained Employee rendered to the Issuer for purposes of eligibility to participate, vesting and entitlement to benefits, but not for the purpose of benefit accrual. Notwithstanding the foregoing and/or anything contained herein to the contrary, the Investor may update any Employee Plan to be designated as an Excluded Employee Plan by written notice to the Issuer and the Monitor delivered not later than July 15, 2026. Provided that no such update to the Excluded Employee Plans shall result in any change to the Subscription Price.

6.6 ResidualCo 2 shall be responsible for: (i) all liabilities for salary, wages, bonuses, commissions, vacation pay and other compensation relating to employment of all Persons in the Business prior to the Closing Date; (ii) all liabilities under or in respect of the Excluded Employee Plans; (iii) the transfer of the Excluded Employees to ResidualCo 2, and all severance payments, damages for wrongful dismissal and all related costs in respect of the termination by ResidualCo 2 of the employment of any Excluded Employees; and (iv) all liabilities for claims for injury, disability, death or workers' compensation in respect of the Business arising out of matters which occurred prior to the Closing Date.

6.7 Without limiting the Issuer's obligations in respect of the Retained Employees on and after the Closing Date, the Issuer shall be responsible for all liabilities for salary, wages, bonuses, commissions, vacation pay and other compensation relating to employment of all Retained Employees on and after the Closing Date, all liabilities under or in respect of the Replacement Plans, and all severance payments, damages for wrongful dismissal and related costs in respect of the termination by the Issuer of the employment of any Retained Employee on or after the Closing Date.

7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Investor

The Investor represents and warrants on the Closing Date to the Issuer as follows and acknowledges and confirms that the Issuer is relying upon such representations and warranties in completing the Subscription Transaction:

7.1.1 if the Investor is a corporation, it is duly incorporated, organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has the power, capacity and authority to subscribe for the Subscription Shares and to enter into and perform its obligations under this Agreement;

7.1.2 the execution and delivery of, and performance by the Investor of its obligations under, this Agreement have been duly authorized by all necessary action on the part of the Investor;

7.1.3 this Agreement constitutes a valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms;

7.1.4 the Investor is the holder of the Notes and is entitled to credit bid the Notes in accordance with the CCAA and the SISP Procedures;

7.1.5 the Monitor and the Issuer will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Investor; and

7.1.6 the Investor has sufficient financial resources or has arranged sufficient financing to pay on Closing all cash amounts payable on Closing by the Investor hereunder (including the Priority Payables and the DIP).

7.2 **Representations and Warranties of the Issuer**

The Issuer represents and warrants to the Investor as follows and acknowledges and confirms that the Investor is relying upon such representations and warranties in entering into this Agreement and completing the Subscription Transaction:

7.2.1 subject to the granting of the Reverse Vesting Order, the execution and delivery of, and performance by the Issuer of its obligations under, this Agreement have been duly authorized by all necessary corporate action on the part of the Issuer;

7.2.2 subject to the Reverse Vesting Order, this Agreement constitutes a valid and binding obligation of the Issuer, enforceable against it in accordance with its terms; and

7.2.3 the Investor will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Issuer.

7.3 **No Other Representations and Warranties**

Notwithstanding any other provision of this Agreement, the Investor acknowledges, agrees and confirms that:

7.3.1 it is entering into this Agreement and subscribing for the Subscription Shares and the underlying acquisition of the Retained Assets on an "as is, where is" basis as they exist at the Closing Time, without any representation or warranty from the Issuer other than those set out in Section 7.2, and the retention of the Retained Assets (including the retention of the Retained Contracts) is made without legal warranty and at the Investor's own risk;

7.3.2 it has conducted to its satisfaction such independent searches, investigations and inspections of the Retained Assets and the Business as it deemed appropriate, and based solely thereon has determined to proceed with the transactions contemplated by this Agreement;

7.3.3 except as expressly stated in Section 7.2, neither the Issuer nor any other Person (including the Monitor) is making, and the Investor is not relying on, any representation, warranty, statement or promise, express or implied, statutory or otherwise, concerning the Subscription Shares, the Retained Assets, the Business or any other matter whatsoever, all of which are hereby waived in their entirety by the Investor; and

7.3.4 except as otherwise expressly provided in this Agreement, the Investor hereby unconditionally and irrevocably waives any and all actual or potential rights or claims it might have against the Issuer, the Monitor or any of their respective Representatives pursuant to any warranty, express or implied, legal or conventional, of any kind or type, other than the representations and warranties expressly set forth in Section 7.2.

This Section 7.3 is deemed incorporated by reference in all closing documents and deliveries and shall survive Closing. The Investor shall have no recourse or claim of any kind against the proceeds of the transactions contemplated by this Agreement following Closing, and acknowledges and confirms that it will have no recourse against the Issuer or the Monitor after Closing.

8 COVENANTS

8.1 The Issuer and the Investor shall collaborate with each other and use their commercially reasonable efforts to complete the Closing on the Target Closing Date, provided that the Monitor shall do so solely in its capacity as Monitor in the CCAA Proceedings.

8.2 Promptly following the execution of this Agreement, the Issuer, with the cooperation and support of the Investor as reasonably required, shall file with the Court a motion seeking the approval of the SISP Procedures (substantially in the form set out in Schedule A to the SISP Order), providing for, among other things, the recognition of this Agreement as a stalking horse bid, the manner in which bidders may submit a Superior Proposal, the auction procedures and the Minimum Overbid, the entitlement of the Investor to satisfy a portion of the Subscription Price by way of the Credit Bid. The Investor shall cooperate with the Issuer in its efforts to obtain the issuance and entry of the Reverse Vesting Order.

8.3 From and after the date of this Agreement and until the Closing Date, unless otherwise agreed by the Investor, the Issuer shall deliver to the Investor drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports and other papers to be filed or submitted by the Issuer in connection with or related to this Agreement, including with respect to the SISP Procedures and the Reverse Vesting Order for the Investor’s prior review at least two (2) Business Days in advance of service and filing, the whole in form and substance satisfactory to the Investor, acting reasonably.

8.4 During the Interim Period, the Issuer shall (i) implement the steps contemplated to occur prior to the Closing Time in the Closing Sequence, in accordance with the terms thereof and the Reverse Vesting Order, (ii) cooperate with the Issuer and its advisors to determine (A) any changes to the Closing Sequence that might be required or undertaken (provided that any such changes shall not cause an adverse material impact to the creditors of the Issuer, and that no decrease to the Subscription Price shall be required in connection with such changes) and (B) the manner and sequence in which the Closing Sequence may most effectively be undertaken, and (iii) execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things as the Issuer may request in order to effect the transactions contemplated by this Agreement, acting reasonably.

8.5 During the Interim Period, the Issuer shall continue to maintain the Retained Assets in substantially the same manner as conducted on the date of this Agreement and shall not dispose of any of the Retained Assets other than in the ordinary course of business unless otherwise agreed with the Investor.

8.6 Each Party shall collaborate with the other and deliver to the Monitor, not less than three (3) Business Days prior to the Closing Date, an updated Schedule 1.1.44 (Known Cure Costs) which, once updated, shall constitute Known Cure Costs for purposes of this Agreement and be paid on the Closing in accordance with Section 5.3.4.

8.7 Each Party shall comply with Privacy Law in the course of collecting, using and disclosing Personal Information in connection with the Subscription Transaction.

8.8 If, prior to the Closing Time, all or any material part of the Retained Assets are destroyed or materially damaged or seized by any Governmental Authority or any other Person in accordance with applicable Law, the Issuer shall promptly so notify the Investor, who shall have the option, in its discretion, exercisable by notice to the Issuer given prior to the Closing Time, either (i) to not complete the transactions contemplated by this Agreement, in which case this Agreement will terminate and the Deposit shall be immediately returned to the Investor without deduction and/or set-off of any kind, or (ii) to complete the transactions contemplated by this Agreement with no reduction in the Subscription Price.

8.9 The Issuer hereby indemnifies the Monitor and its Representatives, and shall save them fully harmless against, any Damages suffered, sustained, paid or incurred by any of them (i) to the extent arising or accruing on or after the Closing Date and relating to the Retained Assets (including the Retained Contracts) or the Retained Liabilities, (ii) in connection with the failure to pay any Cure Costs, and (iii) in connection with any Taxes which may be assessed against the Issuer.

8.10 The Issuer shall preserve and keep the Books and Records existing as of the Closing Date for a period of six (6) years after Closing, or for any longer period as may be required by applicable Law, and shall make such Books and Records available upon reasonable request, at such party's expense, to (i) the Monitor, its Representatives and their respective successors, (ii) any trustee, receiver, monitor and any of their Representatives, of ResidualCo 1 or ResidualCo 2, and (iii) any duly appointed Representative of ResidualCo 1 or ResidualCo 2.

9 CLOSING ARRANGEMENTS

9.1 The Closing shall take place at the Closing Time by electronic exchange of documents and funds, or at such other time on the Closing Date or such other place as may be agreed in writing by the Issuer, the Investor and the Monitor.

9.2 At the Closing, the Issuer shall deliver or cause to be delivered to the Investor: (i) the Subscription Shares, registered in the name of the Investor, which shall constitute all of the issued and outstanding shares in the capital of the Issuer; (ii) a true copy of the Reverse Vesting Order; and (iii) such other agreements, documents and instruments as may be reasonably required to complete the transactions provided for in this Agreement.

9.3 At the Closing, the Investor shall deliver or cause to be delivered to the Issuer: (i) confirmation of the Credit Bid and of the corresponding reduction of the Notes; (ii) the cash payment of the Priority Payables in accordance with Section 5.3.2; (iii) the cash payment of the DIP in accordance with Section 5.3.3; (iv) the payment of all Known Cure Costs in accordance with Section 3.3; (v) a bring-down certificate executed by a senior officer of the Investor (or by the Investor, if an individual) certifying that the Investor's representations and warranties remain true and correct in all material respects and that the conditions for the benefit of the Investor have been satisfied or waived; and (vi) such other agreements, documents and instruments as may be reasonably required by the Issuer or the Monitor to complete the transactions provided for in this Agreement.

10 CONDITIONS PRECEDENT

10.1 Conditions of the Investor

The Investor shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below has been satisfied, it being understood that such conditions are included for the exclusive benefit of the Investor and may be waived only by the Investor, in whole or in part:

10.1.1 This Agreement, as may be amended in accordance with the SISP Procedures, shall have been designated as the Successful Bid in accordance with the SISP Procedures;

10.1.2 the Reverse Vesting Order, substantially in the form attached as Schedule 1.1.65 (Reverse Vesting Order) shall have been issued and entered by the Court (including authorization of the Credit Bid), shall not have been vacated, set aside, amended, modified, appealed or stayed, and shall be final, definitive and executory;

10.1.3 during the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final and non-appealable Order or Law which has the effect of making any of the transactions contemplated by this Agreement illegal or otherwise prohibiting, preventing or restraining their consummation;

10.1.4 the steps scheduled to occur prior to the Closing Time in the Closing Sequence shall have occurred in accordance with the terms thereof and the Reverse Vesting Order;

10.1.5 the Issuer shall have executed and delivered to the Investor at the Closing all the documents contemplated in Section 9.2 that are to be executed by the Issuer; and

10.1.6 each of the representations and warranties of the Issuer contained in Section 7.2 shall be true and correct in all material respects as of the Closing Date.

10.2 Conditions of the Issuer

The Issuer shall not be obligated to complete the transactions contemplated by this Agreement unless, at or before the Closing Time, each of the conditions listed below has been satisfied, it being understood that such conditions are included for the exclusive benefit of the Issuer and may be waived only by the Issuer, in whole or in part:

10.2.1 This Agreement, as may be amended in accordance with the SISP Procedures, shall have been designated as the Successful Bid in accordance with the SISP Procedures;

10.2.2 the Reverse Vesting Order, substantially in the form attached as Schedule 1.1.65 (Reverse Vesting Order) shall have been issued and entered by the Court (including authorization of the Credit Bid) and shall not have been vacated, set aside, amended, modified, appealed or stayed, and shall be final, definitive and executory;

10.2.3 during the Interim Period, no Governmental Authority shall have enacted, issued or promulgated any final and non-appealable Order or Law which has the effect of making any of the transactions contemplated by this Agreement illegal or otherwise prohibiting, preventing or restraining their consummation;

10.2.4 the Investor shall have executed and delivered to the Issuer at the Closing all the documents and payments contemplated in Section 9.3 that are to be made by the Investor (including the cash payment of the Priority Payables and the DIP and the payment for Known Cure Costs);

10.2.5 each of the representations and warranties of the Investor contained in Section 7.1 shall be true and correct in all material respects as of the Closing Date; and

10.2.6 the Investor shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Investor on or before the Closing.

10.3 **Monitor's Certificate**

10.3.1 When the conditions to Closing set out in Sections 10.1 and 10.2 have been satisfied and/or waived, the Investor and the Issuer will deliver to the Monitor written confirmation that such conditions have been satisfied and/or waived (the "**Conditions Certificates**"). Upon receipt of payment in full of the cash portion of the Subscription Price, confirmation of the Credit Bid and the Conditions Certificates, the Monitor shall (i) issue forthwith its Monitor's Certificate concurrently to the Issuer and the Investor, at which time the Closing will be deemed to have occurred, and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court. The Parties hereby acknowledge and agree that the Monitor will be entitled rely on the Conditions Certificates and to file the Monitor's Certificate with the Court without independent investigation and will have no liability to the Issuer or the Investor or any other Person as a result of the filing of the Monitor's Certificate.

10.3.2 All actions taken and transactions consummated at the Closing shall be deemed to have occurred simultaneously, and no such transaction shall be considered consummated unless all are consummated.

10.3.3 The Investor acknowledges and agrees that (i) its obligations to consummate the transactions contemplated by this Agreement are not conditioned or contingent in any way upon receipt of financing from a third party, and (ii) failure to consummate the transactions as a result of the failure to obtain financing shall constitute a material breach of this Agreement by the Investor.

11 TERMINATION

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

11.1.1 by the mutual written agreement of the Issuer, with the consent of the Monitor, and the Investor;

11.1.2 by the Investor or the Issuer if this Agreement is not the Successful Bid;

11.1.3 by the Investor or the Issuer: (i) upon the dismissal of the CCAA Proceedings; (ii) upon denial of the Reverse Vesting Order (provided that such decision has not been appealed by the Issuer or the Investor and the period to file any such appeal has expired); (iii) if the transactions contemplated by this Agreement are not completed by the Outside Date; or (iv) if it is required under any Order of a court of competent jurisdiction, including the Court;

11.1.4 by the Investor, if the Reverse Vesting Order has, without the Investor's prior written consent, been stayed, vacated or materially varied and the period to appeal such stay, vacating or variation has expired, or by written notice from the Investor to the Issuer in accordance with Section 8.8;

11.1.5 by written notice from the Investor to the Issuer if there has been a material breach by the Issuer of any representation, warranty or covenant which is not curable (and has rendered satisfaction of a condition in Section 10.1 impossible) or, if curable, has not been cured within ten (10) Business Days following written notice; or

11.1.6 by written notice from the Issuer to the Investor if there has been a material breach by the Investor of any representation, warranty or covenant which is not curable (and has rendered satisfaction of a condition in Section 10.2 impossible) or, if curable, has not been cured within ten (10) Business Days following written notice.

11.2 Any termination of this Agreement pursuant to Section 11.1 (other than pursuant to Section 11.1.1) shall be given by written notice specifying in reasonable detail the basis for such Party's exercise of its termination rights, to the other Parties. If this Agreement is terminated pursuant to Section (i) 11.1.1 to 11.1.5, inclusive, then the Deposit shall be immediately returned to the Investor without deduction and/or set off of any kind or (ii) 11.1.6, then the Deposit shall be forfeited to, and retained by the Issuer in addition to any and all recourses of the Issuer, including for specific performance.

11.3 If this Agreement is terminated pursuant to Section 11.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligation hereunder, except for those provisions which by their terms survive termination (including Sections 8.6, 11.3, 13.1, 13.3, 13.4, 13.6, 13.7, 13.11, 13.12, 13.15 and 13.16). For the avoidance of doubt, any Liability incurred by a Party prior to termination shall survive such termination.

11.4 If this Agreement is terminated pursuant to Section 11.1.2, then the Issuer shall pay to the Investor the Expense Reimbursement from the proceeds of such closing by wire transfer of immediately available funds.

12 CONFIDENTIALITY

12.1 After the Closing Time, the Issuer shall, and shall cause its affiliates to, maintain the confidentiality of all confidential information relating to the Business and the Retained Assets, except any disclosure as may be required by applicable Law or as may be made to the Court and parties in interest in the CCAA Proceedings or as may be necessary for the purposes of the SISP Procedures. If the Issuer or any of its affiliates or Representatives become legally compelled to disclose any such information, the Issuer shall provide the Investor with reasonably prompt prior notice (to the extent legally permissible) and cooperate, at the Investor's expense, to obtain a protective order or similar remedy.

13 MISCELLANEOUS

13.1 Notices

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be effectively given if delivered personally, sent by prepaid courier, or sent by e-mail, in each case to the applicable address set out below (or such other address as any Party may designate by notice to the other Parties):

if to the Issuer, to:

FRESHSTONE BRANDS INC.
c/o Stikeman Elliott LLP
1155, René-Lévesque Boulevard West, 41st Floor
Montréal (Quebec) H3B 3V2
Attention: Leigh Wilson
Email: lnewton@homestyleselectionslp.com

with a copy to legal counsel to the Issuer:
Stikeman Elliott LLP
1155, René-Lévesque Boulevard West, 41st Floor
Montréal (Quebec) H3B 3V2
Attention : Guy Martel / Claire Zikovsky
Email : gmartel@stikeman.com / czikovsky@stikeman.com

if to the Monitor, to:

Deloitte Restructuring Inc.,
In its capacity as Monitor of Freshstone Brands Inc.
8 Adelaide Street West, Suite 200
Toronto (Ontario) M5H 0A9
Attention: Nigel Meakin / Shane Connolly
Email: nmeakin@deloitte.ca / sconnolly@deloitte.ca

with a copy to legal counsel to the Monitor:

Osler, Hoskin & Harcourt LLP
First Canadian Place
100 King St W #6200
Toronto (Ontario) M5H 1H1
Attention: Marc Wasserman / Tiffany Sun
Email: mwasserman@osler.com / tsun@osler.com

if to the Investor, to:

Frank Burdzy (or his designated entity)
c/o Chaitons LLP
5000 Yonge Street, 10th Floor
Toronto (Ontario) M2N 7E9
Email: fburdzy@homestyleselectionslp.com

with a copy to legal counsel to the Investor:
Chaitons LLP

5000 Yonge Street, 10^{th} Floor
Toronto (Ontario) M2N 7E9
Attention: George Benchetrit / Alex Krancevic
Email: george@chaitons.com / alexk@chaitons.com

13.2 **Survival**

All representations, warranties, covenants and agreements made in this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing. For greater certainty, Sections 7.3, 8.6, 8.9, 8.10, 12.1 13.1, 13.2, 13.3, 13.4, 13.6, 13.7, 13.11, 13.12, 13.14, 13.15 and 13.16 shall survive Closing.

13.3 **Expenses**

Except as otherwise expressly provided herein, each Party shall be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the transactions contemplated hereby.

13.4 **Public Announcements**

The Issuer and the Monitor shall be entitled to disclose this Agreement and all information provided by the Investor in connection herewith to the Court and parties in interest in the CCAA Proceedings and as required for the SISP Procedures. Except as required by applicable Law or as required for the SISP Procedures, none of the Parties shall issue (prior to Closing) any press release or make any public statement with respect to this Agreement without the prior written consent of the other Parties. The Parties shall agree on the text of any press release to be issued in connection with this Agreement and any transaction contemplated herein.

13.5 **Force Majeure**

If a Party cannot fulfill its obligations under this Agreement due to any event or circumstance constituting force majeure (being an event or circumstance beyond its reasonable control that could not have been prevented by the exercise of reasonable diligence), then that Party's obligations shall be suspended during the period and to the extent that the event or circumstance continues to prevent such performance, except that a Party shall not be entitled to the benefit of this Section if the failure was caused by its failure to act in a reasonable and prudent manner.

13.6 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Investor shall be entitled to assign this Agreement to an entity to be incorporated by Frank Burdzy prior to Closing, provided that Frank Burdzy shall remain jointly and severally liable for the obligations of the Investor hereunder unless otherwise agreed by the Issuer and the Monitor.

13.7 **Third Party Beneficiaries**

Except with respect to the Monitor as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy.

13.8 **Entire Agreement**

This Agreement, including its preamble and any schedule attached thereto, constitutes the entire agreement between the Parties and supersedes and replaces any and all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, in relation to the subject matter hereof.

13.9 **Counterparts and Electronic Delivery**

This Agreement may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart is as effective as delivery of an originally executed counterpart.

13.10 **Amendments**

No amendment to this Agreement shall be binding on the Parties unless made in writing and signed by the authorized representatives of each of the Issuer, the Monitor and the Investor.

13.11 **No Waiver**

No Party shall be deemed to have waived any of its rights, powers or recourses unless such waiver is in writing and signed by an authorized signatory of such Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

13.12 **No Liability; Monitor Holding or Disposing Funds**

The Investor and the Issuer acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Issuer in the CCAA Proceedings, and its affiliates and their respective directors, officers, employees, agents, advisors, lawyers, successors and assigns, will have no liability under or in connection with this Agreement whatsoever (including in connection with the receipt, holding or distribution of any portion of the cash portion of the Subscription Price), except in respect of its gross negligence or wilful misconduct, if such standard is required by applicable Law or by Order of the Court. In the event of any dispute regarding the holding or disposition of such funds, the Monitor may seek directions from the Court or hold the funds pending a written direction signed by the Issuer and the Investor or an Order of the Court.

13.13 **Further Assurances**

Each Party shall from time to time hereafter and upon any reasonable request of the other execute, acknowledge and deliver all such further acts, documents and instruments as may be reasonably necessary or desirable to implement and carry out the true meaning of this Agreement.

13.14 **Severability**

If any term, covenant or condition of this Agreement, or its application to any Person or circumstance, is to any extent prohibited, invalid or unenforceable in any jurisdiction, such term, covenant or condition shall be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remainder of this Agreement.

13.15 Governing Law

This Agreement shall be construed, interpreted and enforced exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the exclusion of any conflict of law rule that would result in the application of the laws of another jurisdiction.

13.16 Dispute Resolution and Attornment

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach, such dispute shall be determined by the Court within the CCAA Proceedings, or by such other Person or in such other manner as the Court may direct.

[*Signature page follows]*

WITNESS WHEREOF the Parties have signed this Agreement as of the date first indicated hereinabove.

ISSUER:

FRESHSTONE BRANDS INC.

Signed by:

Per: Leigh Wilson

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Name: Leigh Wilson
Title: Chief Development Officer

INVESTOR:

DocuSigned by:

FB

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FRANK BURDZY

Exhibit A – SISP Order

See attached.

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 18th
	)	
JUSTICE W.D. BLACK	)	DAY OF JUNE, 2026

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 FRESHSTONE BRANDS INC.

SISP APPROVAL ORDER

THIS MOTION, made by Freshstone Brands Inc. (the "**Applicant**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order, substantially in the form included in the Applicant's Motion Record, was heard this day by judicial video-conference via Zoom.

ON READING the Motion Record of the Applicant, the affidavit of Mr. Frank Burdzy sworn June 8, 2026 (the "**Burdzy Affidavit**") and the affidavit of Ms. Leigh Wilson sworn June 12, 2026 (the "**Newton Affidavit**"), the Exhibits thereto, the pre-filing report of Deloitte Restructuring Inc. ("**Deloitte**") dated June 8, 2026, in its capacity as proposed monitor of the Applicant, and the First Report dated June 12 of Deloitte in its capacity as the court-appointed Monitor of the Applicant (in such capacity, the "**Monitor**"), filed;

ON HEARING the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the DIP Lender, counsel for the Stalking Horse Bidder (as defined below) and such other counsel and parties listed on the Participant Information Form, no one else appearing for any party;

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them under the Sale and Investor Solicitation Procedures attached hereto as Schedule "A" (the "**SISP Procedures**") or the Amended and Restated Initial Order dated June 18, 2026 (the "**ARIO**"), as applicable.

APPROVAL OF THE SISP AND THE SISP PROCEDURES

3. **THIS COURT ORDERS** that the SISP and the SISP Procedures, substantially in the form attached hereto, be and are hereby approved, and the Applicant, with the assistance of the Sale Advisor (as defined below), and under the supervision of the Monitor, is authorized and directed to carry out the SISP in accordance with the SISP Procedures and this Order, and is hereby authorized and directed to take such steps as it considers necessary or desirable in carrying out each of their obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Applicant, the Monitor and their respective affiliates, partners, directors, officers, employees, advisors, lawyers, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of any such person (with respect to such person alone), in performing their obligations under the SISP, as determined by the Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that in overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding, and that notwithstanding anything contained herein or in the SISP, the Monitor shall not take possession of any current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof of the Applicant (the "**Property**"), nor shall it be deemed to take possession of the Property.

APPROVAL OF STALKING HORSE BID

6. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered, *nunc pro tunc*, to execute, deliver and enter into the Subscription Agreement dated as of June 12, 2026 (the "**Stalking Horse Agreement**"), between the Applicant, as issuer, and Frank Burdzy, as investor and stalking horse bidder (the "**Stalking Horse Bidder**"), substantially in form attached as Exhibit "A" to the Newton Affidavit , together with such non-material amendments as may be acceptable to each of the parties thereto, and approved by the Monitor.

7. **THIS COURT AUTHORIZES** the Applicant to use the Stalking Horse Agreement as a "*stalking horse bid*" in the SISP (the "**Stalking Horse Bid**"). For greater certainty, nothing herein approves the transaction contemplated in the Stalking Horse Bid, and the approval of any transaction contemplated by the SISP shall be determined on a subsequent motion made to this Court.

8. **THIS COURT ORDERS** that the payment of the Expense Reimbursement (as such terms are defined in the Stalking Horse Agreement) pursuant to, and in accordance with the Stalking Horse Agreement, is hereby approved, and that the Property is hereby subject to a charge in the aggregate maximum amount of $50,000 (the "**Expense Reimbursement Charge**") in favour of the Stalking Horse Bidder, as security for the payment of Expense Reimbursement in the manner and circumstances set out in the Stalking Horse Agreement.

9. **THIS COURT ORDERS** that the Expense Reimbursement Charge shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person and shall constitute a "Charge" (as defined in the Amended and Restated Initial Order also granted by this Court on June 18, 2026 (the "**ARIO**"), provided however that the Expense Reimbursement Charge shall rank subordinate to the Administration Charge, the DIP Lender's Charge and the Directors' Charge (as defined in the ARIO).

RETENTION OF SALE ADVISOR

10. **THIS COURT ORDERS** that the Applicant is hereby authorized to engage GlassRatner Advisory Canada Inc. as the Applicant's sale advisor (the "**Sale Advisor**") pursuant to the terms of the engagement agreement attached to the Initial Application Affidavit as Exhibit "T" (the "**Sale Advisor Engagement Letter**"). The Applicant is hereby authorized and directed to make the payments contemplated under the Sale Advisor Engagement Letter when earned and payable in accordance with its terms and conditions, which payments shall be secured by the Administration Charge (as defined in the ARIO), on a *pari passu* basis with the other beneficiaries of the Administration Charge.

11. **THIS COURT ORDERS** that the Sale Advisor and its controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of its engagement by the Applicant as Sale Advisor or any matter referred to in the Sale Advisor Engagement Letter, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Sale Advisor or its controlling person(s), in performing its obligations under the Sale Advisor Engagement Agreement.

12. **THIS COURT ORDERS** that no action or proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Sale Advisor and its respective controlling persons, and all rights and remedies of any person against or in respect of them are hereby stayed and suspended, except with the written consent of the SISP Advisor, or with leave of this Court on notice to the Applicant, the Monitor and the Sale Advisor. Notice of any such motion seeking leave of this Court shall be served upon the Applicant, the Monitor and the Sale Advisor at least five (5) days prior to the return date of any such motion for leave.

13. **THIS COURT ORDERS AND DECLARES** that, unless agreed to by the Sale Advisor, the Sale Advisor shall be treated as unaffected in any Plan filed by any of the Applicant under the CCAA, or any proposal filed by any of the Applicant under the *Bankruptcy and Insolvency Act of Canada*, with respect to any of the Applicant's obligations under the Sale Advisor Engagement Agreement.

PIPEDA

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant, the Sale Advisor and the Monitor, on behalf of the Applicant, and their respective advisors are hereby authorized and permitted to disclose and provide to each Prospective Bidder that is a party to a Confidentiality Agreement and their respective advisors, personal information of identifiable individuals, including employees of the Applicant, but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each Prospective Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicant or the Monitor, as applicable, or, in the alternative, destroy all such information and provide confirmation of its destruction to the Applicant and the Monitor. The Successful Bidder shall maintain the privacy of such information and, upon closing of the Transaction contemplated in the Successful Bid, shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other personal information to the Applicant or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction to the Applicant and the Monitor.

ELECTRONIC CORRESPONDENCE

15. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Applicant, the Sale Advisor and the Monitor are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

GENERAL

16. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

17. **THIS COURT ORDERS** that the Applicant or the Monitor may apply to this Court to amend, vary or supplement this Order or for advice and directions with respect to the SISP at any time.

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

19. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is 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 Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

SCHEDULE "A"
SISP PROCEDURES

SALE AND INVESTOR SOLICITATION PROCEDURES

FRESHSTONE BRANDS INC.

Recitals

A. On June 9, 2026, Freshstone Brands Inc. ("**Freshstone**") sought and obtained an initial order (as amended, supplemented or amended and restated from time to time, the "**Initial Order**") under Freshstone's proceedings commenced pursuant to the *Companies' Creditors Arrangement Act* ("**CCAA**" and the proceedings commenced thereby, the "**CCAA Proceedings**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), pursuant to which, among other things, Deloitte Restructuring Inc. was appointed as monitor in the CCAA Proceedings (in such capacity, the "**Monitor**");

B. On June 12, 2026, Freshstone and Mr. Frank Burdzy (in such capacity, the "**Stalking Horse Bidder**") executed a Subscription Agreement (the "**Stalking Horse Bid**") pursuant to which the Stalking Horse Bidder agreed, among other things: (i) to act as a "stalking horse bidder" in the context of a sale and investor solicitation process to be undertaken in the CCAA Proceedings, and (ii) if the Stalking Horse Bidder is determined to be the Successful Bidder (as defined herein), to subscribe for and purchase from Freshstone, the Subscription Shares (as defined in the Stalking Horse Bid), on the terms and conditions set out in the Stalking Horse Bid, with the existing equity interests being cancelled on closing such that Stalking Horse Bidder would become the sole shareholder of Freshstone (the "**Stalking Horse Transaction**").

C. Pursuant to an order of the Court dated June 18, 2026 (as it may be amended, restated or supplemented from time to time, the **"SISP Order**"), the Court authorized Freshstone, with the assistance of GlassRatner Advisory Canada, as sale advisor (the "**Sale Advisor**"), and under the supervision of the Monitor, to conduct and implement a sale and investor solicitation process in respect of Freshstone' business and assets, in accordance with the procedures, terms and conditions set out herein (as such process may be amended, restated or supplemented pursuant to the terms herein, the "**SISP**").

D. The property that is available for sale pursuant to the SISP (collectively, the "**Property**") is comprised of all property, assets and undertakings of Freshstone.

E. This SISP describes, among other things:

(a) the manner in which the opportunity to purchase some or all of the Property can be obtained;

(b) the manner in which Prospective Bidders may gain access to or continue to have access to due diligence materials concerning Freshstone and the Property and the timelines applicable thereto;

(c) the manner and timelines in which Prospective Bidders may submit an LOI for all or substantially all of the Property or any part thereof, and the required content of an LOI;

(d) the manner and timelines in which Qualified Phase I Bidders may submit a Qualified Bid and the required content of a Qualified Bid;

(e) the manner in which an Auction may be held in the event that more than one Qualified Bid is received in accordance with the SISP;

(f) the process and criteria for the ultimate selection of one or more Successful Bids; and

(g) the process for approval of one or more Successful Bids by the Court.

F. The SISP Order, the SISP, and any other orders of the Court made in the CCAA Proceedings relating to the SISP shall exclusively govern the process for soliciting and selecting bids for the sale of some or all of the Property or any part thereof.

G. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

Defined Terms

1. All capitalized terms used herein shall have the meanings given to them in Appendix “**A**” hereto.

Conduct of the SISP

1. Conduct of SISP. The SISP will be carried out by Freshstone, with the assistance of, and in consultation with, the Sale Advisor and the Monitor. Freshstone, the Sale Advisor and the Monitor are fully and exclusively authorized, empowered and directed to take any and all actions and steps pursuant to the SISP.

2. Advice and Directions. Either Freshstone or the Monitor may at any time seek advice and directions from the Court on notice to the Service List with respect to the conduct or any aspect of the SISP.

3. Consent to Jurisdiction of the Court. Each Qualified Phase I Bidder, upon being declared as such under the SISP, shall be deemed to have irrevocably and unconditionally attorned and submitted to the jurisdiction of the Court in respect of any action, proceeding or dispute in relation to the conduct or any aspect of the SISP.

4. Primary SISP Responsibilities. In connection with the SISP, Freshstone’s primary responsibilities include:

   (a) assisting the Sale Advisor with the preparation of a list of Prospective Bidders;

   (b) assisting the Sale Advisor with preparing the Teaser Letter;

   (c) assisting legal counsel with the preparation of the template form of confidentiality agreement to be executed by Prospective Bidders (such confidentiality agreement and any other form of confidentiality agreement executed by a Prospective Bidder in favour of Freshstone, the “**Confidentiality Agreement**”);

   (d) establishing and managing an electronic data room with confidential information in respect of Freshstone and the Property (the “**Data Room**”);

(e) assisting legal counsel with the preparation of the template Form of Subscription Agreement;

(f) assisting the Sale Advisor with managing all communications with Prospective Bidders, Qualified Phase I Bidders, Qualified Bidders and Auction Bidders, prior to and after receipt of the LOIs and Qualified Bids. These communications shall include, without limitation, facilitating the delivery of all communications, contacting Prospective Bidders and providing them with the Teaser Letter and coordinating the execution of the Confidentiality Agreements by Prospective Bidders, managing the process of answering all reasonable inquiries from Prospective Bidders, Qualified Phase I Bidders, Qualified Bidders and Auction Bidders and arranging for site visits by Prospective Bidders, Qualified Phase I Bidders and Qualified Bidders;

(g) negotiating with Prospective Bidders, Qualified Phase I Bidders, Qualified Bidders and Auction Bidders;

(h) reviewing and considering the LOIs and Qualified Bids; and

(i) if applicable, conducting an Auction in accordance with the SISP.

5. Summary of Key Dates. A summary of the key dates relevant to the conduct of the SISP is included herein in Appendix "**B**".

Sale and Investment Opportunities

6. Opportunity to Submit a Bid. Qualified Phase I Bidders will have the opportunity to submit a bid to purchase some or all of the Property substantially in the Form of Subscription Agreement (a "**Sale Proposal**"). Sale Proposals may be in respect of only a part or parts of the Property, and any such proposal will not be precluded from consideration as an acceptable LOI, Qualified Bid or Successful Bid.

"**As is, Where is**"

7. "As is, Where is" Basis. Any Sale Proposal shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind, nature or description.

8. No Representations or Warranties. Freshstone, the Sale Advisor, the Monitor, and any of their respective employees, officers, directors, agents, advisors and other representatives are not responsible for, and will have no liability with respect to, any information obtained by any Prospective Bidder, Qualified Phase I Bidder, Qualified Bidder, Auction Bidder or Successful Bidder in connection with the Property or Freshstone. Freshstone, the Sale Advisor, the Monitor, and any of their respective employees, officers, directors, agents, advisors and other representatives, do not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Prospective Bidder, Qualified Phase I Bidder, Qualified Bidder, Auction Bidder or Successful Bidder, including any information contained in the Teaser Letter or Data Room.

Solicitation of Interest

9. Solicitation Materials. Freshstone, with the assistance of the Sale Advisor, and in consultation with the Monitor, have or will:

(a) compile a listing (the "**Contact List**") of prospective purchasers and investors (collectively, "**Prospective Bidders**"), which Contact List will include parties who in Freshstone's reasonable business judgment may be interested in acquiring the Property or any part thereof;

(b) determine the appropriate advertising, if any, to be directed at Prospective Bidders, which may include newspaper, trade publication, internet or other advertising directed at Prospective Bidders;

(c) send to each Prospective Bidder a solicitation letter summarizing the acquisition opportunity with respect to the Property (the "**Teaser Letter**");

(d) send to each Prospective Bidder upon request a form of Confidentiality Agreement. The Prospective Bidders will be required, among other things, to sign a Confidentiality Agreement in order to gain access to confidential information (including access to the Data Room). For greater certainty, only Prospective Bidders who submit an executed Confidentiality Agreement, which is in form and substance acceptable to Freshstone, in consultation with the Monitor, shall have access to the Data Room and other confidential information and management presentations, if available; and

(e) provide to each Prospective Bidder who executes a Confidentiality Agreement a copy of this SISP and/or the Process Letter.

10. Restrictions on Access to Confidential Information. Freshstone reserves the right to limit any Prospective Bidder's or Qualified Phase I Bidder's access to any confidential information (including any information in the Data Room) and to customers and suppliers of Freshstone, where, in Freshstone's discretion, such access could negatively impact the SISP, the ability to maintain the confidentiality of the confidential information, or the value of the Property. Requests for additional information are to be made to the Sale Advisor.

Submission of Non-Binding Letters of Intent & Other Participation Requirements

11. LOI Deadline. Unless otherwise provided for herein, ordered by the Court or agreed to by the Monitor, in order to participate in the SISP and be considered for qualification as a Qualified Phase I Bidder, a Prospective Bidder must deliver to the Sale Advisor, with a copy to the Monitor (in each case, at the addresses set out in the Process Letter), so as to be received by the Sale Advisor not later than 5:00 p.m. (Toronto Time) on August 14, 2026, or such later date and/or time as Freshstone, in consultation with the Monitor, determines appropriate or as the Court may order (the "**LOI Deadline**"), the following:

(a) an executed Confidentiality Agreement;

(b) a non-binding letter of intent (a "**LOI**") which complies with the requirements of paragraph 12 below;

(c) to the extent not provided in the LOI, a letter setting forth the identity of the Prospective Bidder, the contact information for such Prospective Bidder, and the contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated transaction, and full disclosure of the direct and indirect owners of the Prospective Bidder and its principals; and

(d) to the extent not provided in the LOI or the Confidentiality Agreement, a written acknowledgement of receipt of a copy of the SISP Order (including the SISP) and agreeing to accept and be bound by the provisions contained therein or herein.

12. Requirements for LOIs: An LOI in respect of a Sale Proposal must include:

(a) a detailed listing and description of the Property to be included in the Sale Proposal and a detailed listing of the Property to be excluded from the Sale Proposal;

(b) the low and high range of the proposed subscription price for such Sale Proposal and an explanation of what contingencies and variables may influence where in the range the final subscription price will fall. For greater certainty, the low range of the proposed subscription price must exceed the Subscription Price of the Stalking Horse Bid;

(c) details as to the form of consideration for the Sale Proposal;

(d) an acknowledgment that the Sale Proposal will be made on an "as is, where is" basis;

(e) a list of the key material contracts and leases, if any, the Prospective Bidder wishes to retain and the Prospective Bidder's proposed treatment of any related "cure costs" and a list of the contracts and leases to be excluded from the Sale Proposal;

(f) a description of any liabilities and obligations to be assumed by the Prospective Bidder and the Prospective Bidder's estimated value of such assumed liabilities, and which such liabilities and obligations it does not intend to assume;

(g) a detailed description of any remaining due diligence required by the Prospective Bidder to be completed before making a Qualified Bid and an estimated timeline for the completion of such due diligence;

(h) any anticipated regulatory and other approvals required to close the proposed transaction and the anticipated time frame and any anticipated impediments for obtaining any such approvals;

(i) all material conditions to closing that the Prospective Bidder may wish to impose;

(j) the proposed target closing date and a timeline to closing with critical milestones;

(k) an indication as to whether the Prospective Bidder is intending to effect the Sale Proposal through a special purpose vehicle;

(l) any other terms and conditions which the Prospective Bidder believes are material to the transaction; and

(m) such other information reasonably requested by Freshstone or the Monitor.

13. Clarifications, Extensions and Waivers of LOIs. For greater certainty, Freshstone shall be entitled, either prior to or following the LOI Deadline, to seek to clarify the terms of an LOI or with respect to any of the other requirements of paragraph 12 above, and Freshstone, in consultation with the Monitor, may accept a revised, clarified LOI, provided that the initial LOI was received prior to the LOI Deadline. Freshstone may grant extensions to the LOI Deadline with the consent of the Monitor, and Freshstone shall comply with any other extensions of the LOI Deadline as may be ordered by the Court. Freshstone, in consultation with the Sale Advisor and Monitor, may waive strict compliance with any one or more of the requirements specified in paragraph 12 and deem any non-compliant LOI to be a qualifying LOI.

Review of LOIs

14. LOI Criteria. Promptly following the LOI Deadline, Freshstone, in consultation with the Sale Advisor and the Monitor, will review and assess the LOIs and other materials submitted by Prospective Bidders, and in making such assessment will consider, among other things, the following (the "**LOI Criteria**"):

(a) the subscription price and net value (including all assumed liabilities and other obligations to be performed by the Prospective Bidder) provided by such LOI;

(b) the evidence of the financial ability of the Prospective Bidder to consummate the

Sale Proposal;

(c) the claims, if any, likely to be created against Freshstone by the transaction contemplated by the LOI, relative to alternatives available to Freshstone;

(d) the nature and amount of debt and other liabilities and obligations to be assumed by the Prospective Bidder and which such liabilities and obligations it does not intend to assume;

(e) the planned treatment of stakeholders, including lenders, trade creditors and shareholders; and

(f) other factors affecting the speed, certainty and value of the Sale Proposal (including any remaining due diligence, regulatory approvals and other conditions required to close the Sale Proposal), including whether the Sale Proposal is reasonably likely to close on or before the target closing date indicated by the Prospective Bidder in its LOI.

Identification of Qualified Phase I Bidders

15. Determination of Qualified Phase I Bidders. Freshstone, in consultation with the Sale Advisor and the Monitor, shall apply the LOI Criteria and consider each LOI and the other materials submitted by a Prospective Bidder pursuant to paragraph 12 and determine whether it will be in the best interests of Freshstone to permit the Prospective Bidder to continue to participate in the SISP based upon the terms set out in the applicable LOI (any such Prospective Bidder, a "**Qualified Phase I Bidder**"). The determination by Freshstone as to whether a Prospective Bidder is a Qualified Phase I Bidder will be made as promptly as practicable after such Prospective Bidder has satisfied the requirements described in paragraph 12 (subject to any waiver thereof under paragraph 13), and any clarification that may be sought by Freshstone pursuant to paragraph 13. For greater certainty, an LOI may be in respect of only a part or parts of the Property.

16. Notification of Qualified Phase I Bidders. If it is determined by Freshstone, in consultation with the Sale Advisor and the Monitor, that a Prospective Bidder is a Qualified Phase I

Bidder, the Sale Advisor will promptly notify the Prospective Bidder of such determination, and such Qualified Phase I Bidder will thereafter be provided an opportunity to complete due diligence and submit a binding offer in respect of such Sale Proposal. Except as otherwise provided for herein, no LOIs will be considered pursuant to the SISP after the LOI Deadline. Prospective Bidders not identified as Qualified Phase I Bidders by Freshstone will no longer be able to participate in the SISP or continue to have access to any confidential information in connection therewith.

17. Stalking Horse Bid to be Successful Bid if no Suitable LOI. If at any point before or after the LOI Deadline Freshstone determines, in consultation with the Sale Advisor and the Monitor, that there are or will be no Qualified Phase I Bidders, the Stalking Horse Bid will be declared the Successful Bid and Freshstone shall as soon as reasonably practicable file a motion with the Court on notice to the Service List for approval of the Stalking Horse Bid.

Submissions of Binding Qualified Bids

18. Bid Deadline. Binding offers must be submitted in writing by a Qualified Phase I Bidder to the Sale Advisor, with a copy to the Monitor (in each case, at the address set out in the Process Letter) by September 29, 2026 (the "**Bid Deadline**").

Requirements for Qualified Bid

19. Requirements for Qualified Bids. A Sale Proposal (other than the Stalking Horse Bid), will be considered a "**Qualified Bid**" only if (i) it is submitted by a Qualified Phase I Bidder on or before Bid Deadline, and (ii) the Sale Proposal complies with the following requirements:

(a) it is a Superior Proposal;

(b) it fully discloses the identity of each person or entity that will be sponsoring or participating in the Sale Proposal, including the identification of the Qualified Phase I Bidder's direct and indirect owners and their principals, and the complete terms of such participation;

(c) it fully discloses any connections or agreements with Freshstone or any of its affiliates, any other bidder participating in the SISP or any officer, manager, director, member or equity or security holder of Freshstone or any of its affiliates;

(d) it contains evidence of authorization and approval from the Qualified Phase I Bidder's board of directors, investment committee, credit committee or comparable governing body, as applicable, with respect to the submission, execution, delivery and closing of the transaction contemplated by the Sale Proposal;

(e) it includes a letter confirming that the Sale Proposal is a binding offer capable of acceptance by Freshstone, irrevocable and open for acceptance until at least 11:59 p.m. Toronto Time on the Business Day after the closing of a Successful Bid;

(f) it includes (A) a duly authorized and executed subscription agreement based on the Form of Subscription Agreement; (B) all exhibits and schedules thereto, including a detailed description of the Property to be included and excluded from the proposed transaction, and such ancillary agreements as may be required by the Qualified Phase I Bidder with all exhibits and schedules thereto; and (C) a mark-up of the Form of Subscription Agreement showing all amendments and modifications made thereto;

(g) it includes a cash deposit in an amount equal to five percent (5%) of the cash subscription price contemplated therein, payable by wire transfer of immediately available funds (to a bank account specified by the Monitor) payable to the order of the Monitor, in trust, which will be dealt with in accordance with paragraphs 34 to 37, or such other form of deposit or amount as is acceptable to Freshstone and the Monitor (each, a "**Deposit**");

(h) it includes an acknowledgement and representation that the Qualified Phase I Bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its bid, including the applicable Property; (ii) has not relied upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including Freshstone, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives regarding the applicable Property, the proposed transaction, the SISP, or any liabilities and obligations to be assumed or the completeness of any information provided in connection therewith, including but not limited, to (A) the enforceability, validity or status of any of the applicable Property, and (B) the nature and condition (environmental, financial and otherwise) of the applicable Property or Freshstone; (iii) is a knowledgeable, experienced and sophisticated purchaser with respect to the applicable Property; and (iv) has been provided the opportunity to conduct any and all due diligence it deemed appropriate and is relying on its own due diligence and expertise and that of its own consultants, accountants, and legal and tax advisors in making its Qualified Bid;

(i) it includes either written evidence of a firm, irrevocable commitment for all required funding and/or financing from a credit-worthy bank or financial institution, or other evidence of financial ability to close the transaction, that will allow Freshstone, in consultation with the Monitor, to make a reasonable determination as to the Qualified Phase I Bidder's (and its direct and indirect owners') financial and other capabilities to consummate the transaction contemplated by the Sale Proposal; if the Qualified Phase I Bidder is an entity newly formed for the purpose of the transaction, or if the Qualified Phase I Bidder intends to complete the sale transaction through a special purpose vehicle, (A) the direct and indirect equity holders or sponsors of such newly formed entity or special purpose vehicle must guarantee the special purpose vehicle's obligations under all definitive transaction documents, and (B) the Sale Proposal shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to Freshstone, in consultation with the Monitor, and names Freshstone as a third party beneficiary of any such commitment letter with recourse against such parent entity or sponsor;

(j) it shall not be conditional upon, among other things:

(i) the outcome of unperformed due diligence by the Qualified Phase I Bidder;

(ii) obtaining any financing; or

(iii) approval of the Qualified Bid by the Qualified Phase I Bidder's board of directors, investment committee, credit committee or comparable governing body, as applicable;

(k) it includes the anticipated time frame and any anticipated impediments for obtaining any regulatory or other approvals indicated in the executed purchase agreement as conditions to closing; and

(l) it provides a timeline to closing with critical milestones and provides for a closing of the proposed transaction by no later than the applicable Target Closing Date;

(i) it does not request or entitle the Qualified Phase I Bidder to any break-fee, termination fee, expense reimbursement or other type of compensation or payment; and

(ii) it contains such other information reasonably requested by Freshstone or the Monitor.

20. Stalking Horse Bid Deemed to be Qualified Bid. Notwithstanding the requirements for a Qualified Bid detailed in paragraph 19 above, the Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder. Notwithstanding anything to the contrary herein, the Stalking Horse Bidder will not be required to provide a Deposit other than as provided for in the Stalking Horse Bid.

Assessment of Qualified Bids

21. Review of Qualified Bids. Promptly following the Bid Deadline, Freshstone, in consultation with the Sale Advisor and Monitor, will review and assess the Qualified Bids, other than the Stalking Horse Bid, in respect of a Sale Proposal, and in making such assessment will consider, among other things, the following (the "**Sale Proposal Bid Criteria**"):

(a) the subscription price and net value (including all assumed liabilities and other obligations to be performed by the Qualified Phase I Bidder) provided by such Qualified Bid;

(b) the firm, irrevocable commitment for financing the transaction or other evidence of ability to consummate the Sale Proposal;

(c) the claims, if any, likely to be created against Freshstone by the transaction contemplated by the Sale Proposal, relative to alternatives available to Freshstone;

(d) the nature and amount of debt and other liabilities to be assumed or acquired by the Qualified Phase I Bidder;

(e) the counterparties to the Sale Proposal;

(f) the proposed revisions to the Form of Subscription Agreement and the terms of the proposed sale transaction documents;

(g) the assets included in or excluded from the Sale Proposal;

(h) the planned treatment of stakeholders, including lenders, trade creditors and shareholders; and

(i) other factors affecting the speed, certainty and value of the Sale Proposal (including any regulatory approvals and other conditions required to close the Sale Proposal by the applicable Target Closing Date), including the likelihood of closing the Sale Proposal on or before the applicable Target Closing Date.

22. Clarifications, Extensions and Waivers of Qualified Bids. For greater certainty, Freshstone shall be entitled either prior to or following the applicable Bid Deadline, to seek to clarify the terms of a Qualified Bid and Freshstone, in consultation with the Monitor, may accept a revised, clarified Qualified Bid, provided that the initial Qualified Bid was received prior to the applicable Bid Deadline. Freshstone may grant extensions to the Bid Deadline with respect to any Qualified Bid with the consent of the Monitor, and Freshstone shall comply with any other extensions of the Bid Deadline as may be ordered by the Court. Freshstone, in consultation with the Sale Advisor and Monitor, may waive strict compliance with any one or more of the requirements specified in paragraph 19, as applicable, and deem any non-compliant bid to be a Qualified Bid.

23. Identification of Suitable Qualified Bids. Freshstone, in consultation with the Sale Advisor and Monitor, shall apply the Sale Proposal Bid Criteria and consider each Qualified Bid, other than the Stalking Horse Bid, upon its submission and determine whether it will be in the best interests of Freshstone to pursue a transaction on the terms set out in the applicable Qualified Bid. This determination by Freshstone will be made as promptly as practicable after the applicable Bid Deadline, and any clarification that may be sought by Freshstone pursuant to paragraph 22.

24. Stalking Horse Bid to be Successful Bid if no Qualified Bid other than the Stalking Horse Bid. If at any point before or after the applicable Bid Deadline Freshstone determines, in consultation with the Sale Advisor and the Monitor, that there are or will be no Qualified Bids other than the Stalking Horse Bid, or that it is appropriate to reject all Qualified Bids received (other than that submitted by the Stalking Horse Bidder) because none are in the best interests of Freshstone, the Stalking Horse Bid shall be deemed to be the Successful Bid, and Freshstone shall as soon as reasonably practicable file a motion with the Court on notice to the Service List for approval of the Stalking Horse Bid.

25. Next Steps if Qualified Bid(s) in addition to the Stalking Horse Bid. If, after consultation with the Sale Advisor and Monitor, Freshstone determines in its reasonable business judgment that one or more Qualified Bids in addition to the Stalking Horse Bid was received with respect to the Property that is in the best interests of Freshstone, then Freshstone shall conduct an auction (the "**Auction**") to determine the highest and/or best Sale Proposal. In the event that an Auction is to be held, the Stalking Horse Bidder and all Qualified Phase I Bidders who submitted a Qualified Bid that Freshstone determines, in consultation with the Sale Advisor and the Monitor, entitles such Qualified Phase I Bidder to participate in the Auction (each, an "**Auction Bidder**") will be promptly advised by the Sale Advisor of such determination. A Qualified Phase I Bidder not identified as an Auction Bidder will no longer be able to participate in the SISP or any Auction.

26. Discretion of Freshstone. Freshstone, upon consultation with the Sale Advisor and Monitor, and with the consent of the Monitor, where applicable, may at any time (including prior to or during an Auction), (a) reject any bid, other than the Stalking Horse Bid, that is (i)

inadequate or insufficient, (ii) not in conformity with the requirements of the CCAA, the SISP or any applicable orders of the Court, or (iii) contrary to the best interests of Freshstone; (b) in accordance with the terms hereof, accept bids not in conformity with the SISP to the extent that Freshstone determines, in its reasonable business judgment after consultation with the Sale Advisor and Monitor, that doing so would benefit Freshstone; (c) in accordance with the terms hereof, extend the LOI Deadline and/or Bid Deadlines, and/or change the date of an Auction; and/or (d) reject all bids, other than the Stalking Horse Bid. For greater certainty, Freshstone shall be under no obligation to accept the highest or best offer and the selection of the Successful Bid shall be entirely in the discretion of Freshstone after consultation with the Sale Advisor and Monitor.

Auction

27. Place and Time. If the Auction is to be conducted pursuant to paragraph 28, the Auction shall commence on a date and time and at a place to be determined by Freshstone, in consultation with the Sale Advisor and the Monitor, or as fixed by the Court. Notice of the place, date and time of the Auction will be delivered to all Auction Bidders by the Sale Advisor not less than three (3) Business Days before the date of the Auction.

28. Procedures for the Auction. Any Auction shall be conducted according to the following procedures:

(a) Notice of Participation. At least one (1) Business Day prior to the Auction, each Auction Bidder who has been notified by the Sale Advisor or Freshstone that it has qualified as an Auction Bidder must inform Freshstone whether it intends to attend the Auction; provided that in the event an Auction Bidder elects not to attend the Auction, such Auction Bidder's Qualified Bid shall remain binding, irrevocable and open for acceptance until at least 11:59 p.m. Toronto Time on the Business Day after the closing of a Successful Bid;

(b) Participation at the Auction. Freshstone and its advisors (including the Sale Advisor), with the oversight of the Monitor, shall direct and preside over the Auction. Only Auction Bidders that have provided notice in accordance with paragraph 28(a) will be eligible to participate in the Auction. Only the authorized representatives (including legal counsel and other advisors) of each of the Auction Bidders, Freshstone, the Sale Advisor and the Monitor shall be permitted to attend the Auction. For the avoidance of doubt, the Stalking Horse Bidder shall be deemed to be an Auction Bidder.

(c) Anti-Collusion. Each Auction Bidder shall be required to confirm that: (i) it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Proposal, and if such Auction Bidder is a special purpose vehicle, each of the direct or indirect equity holders of such Auction Bidder shall be required to confirm that it has not engaged, and will not engage, in any collusion with respect to the bidding or any Sale Proposal, such confirmation, in each case, in form and substance satisfactory to Freshstone and the Monitor in their sole discretion; and (ii) its bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bid.

(d) Rounds. Bidding at an Auction shall be conducted in rounds. In each round, an Auction Bidder may submit no more than one Overbid. If at the end of any round of bidding, an Auction Bidder (other than the Auction Bidder who submitted the Opening Bid for such round) did not submit an Overbid, then such Auction Bidder shall be barred from participating in any further round of bidding at the Auction. Any Auction Bidder who submits an Overbid in a round, as well as the Auction Bidder who submitted the Opening Bid for such round shall be entitled to participate in the next round of bidding at the Auction.

(e) Determination of Opening Bids. Freshstone, in consultation with the Sale Advisor and Monitor, shall apply the Sale Proposal Bid Criteria to determine which Qualified Bid is the highest and/or best bid received by the Bid Deadline, which shall constitute the "Opening Bid" for the first round of an Auction. Freshstone, in consultation with the Monitor, shall follow the same process to determine the highest and/or best Overbid submitted in each round of an Auction, which shall constitute the "Opening Bid" for the following round. As soon as practicable prior to the start of the Auction, Freshstone shall distribute a copy of the Opening Bid for the first round to all Auction Bidders eligible to participate in the applicable Auction.

(f) Overbids. Subject to paragraph 28(g), all bids made at an Auction shall be Overbids and shall be made and received on an open, non-confidential basis and the identity of each Auction Bidder and all material terms of each Overbid shall be fully disclosed to all other Auction Bidders participating in the applicable round of the applicable Auction. The Sale Advisor shall maintain a transcript of the Opening Bids and all Overbids made and announced at an Auction.

(g) Requirements for Overbids. A Sale Proposal submitted at an Auction will be considered an "**Overbid**" only if it complies with the following requirements:

(i) *Minimum Consideration*. The amount of the subscription price shall not be less than the subscription price or consideration of the Opening Bid of the applicable round of such Auction, plus an amount (the "**Minimum Overbid Increment**") to be set by Freshstone, in consultation with the Sale Advisor and Monitor; and

(ii) *Qualified Bid Criteria*. Except as modified herein, an Overbid shall comply with all requirements for a Qualified Bid as set forth in paragraph 19 (including in respect of its binding and irrevocable nature, and being open for acceptance until at least 11:59 p.m. Toronto Time on the Business Day after the closing of a Successful Bid); provided, however, that the Bid Deadline shall not apply and Overbids need not be accompanied by additional cash deposits during the Auction.

(h) Determination and Announcing Highest Overbids. At the end of each round of bidding, Freshstone, in consultation with the Sale Advisor and Monitor, shall (i) review each Overbid made in such round, (ii) in its reasonable business judgement, identify the highest and/or best such Overbid in accordance with paragraph 28(e), and (iii) announce to all Auction Bidders entitled to participate in the next round of bidding the terms of the highest and/or best Overbid and the identity of the Auction

Bidder who submitted such Overbid. Such highest and/or best Overbid shall be the Opening Bid for the next round of such Auction.

(i) Adjournments. Freshstone shall have the right, in its reasonable business judgment, and after consultation with the Sale Advisor and Monitor, to make one or more adjournments in an Auction to, among other things: (i) facilitate discussions between Freshstone, the Monitor and individual Auction Bidders; (ii) allow individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and/or best Overbid at any given time during the Auction; and (iv) give Auction Bidders the opportunity to provide Freshstone with such additional evidence as it may require, in its reasonable business judgment and in consultation with the Sale Advisor and Monitor, to show that the Auction Bidder's bid complies with the requirements of an Overbid (including in respect of the required internal corporate or credit committee approvals and evidence of sufficient funding commitments or other financial capability to consummate the proposed transaction).

(j) Closing the Auction. If, in any round of bidding, no new Overbid is made, such Auction shall be closed and Freshstone shall, in consultation with the Sale Advisor and Monitor, declare the last Opening Bid as the "**Successful Bid**" and the Auction Bidder submitting such Successful Bid the "**Successful Bidder**", and advise such Successful Bidder of such determination and all other applicable Auction Bidders that they are not a Successful Bidder. For greater certainty, the selection of a Successful Bid and a Successful Bidder shall not be deemed a rejection of any other Overbid or Qualified Bid and each Overbid and Qualified Bid shall remain binding, irrevocable and open for acceptance until at least 11:59 p.m. Toronto Time on the Business Day after the closing of a Successful Bid relating to the same Property.

(k) Successful Bidder's Deposit. To the extent not already provided, the Successful Bidder (except in the case the Stalking Horse Bidder is the Successful Bidder) shall, within two (2) Business Days of the conclusion of the Auction, provide the Monitor with an additional Deposit to increase its original Deposit to equal five percent (5%)

of the total cash subscription price contemplated by the Successful Bid.

(l) Clarifications of Overbids and Waivers. For greater certainty, Freshstone and the Monitor shall be entitled during the Auction, to discuss and clarify the terms of any and all Overbids and accept a revised, clarified Overbid, provided it is submitted before the end of the applicable round of bidding. Freshstone, in consultation with the Sale Advisor and Monitor, may waive strict compliance with any one or more of the requirements specified in paragraph 28(g), and deem any non-compliant Overbid to be a qualifying Overbid.

(m) Additional Procedures. Freshstone may, with the assistance of their advisors (including the Sale Advisor) and in consultation with the Monitor, adopt rules for the Auction at or prior to the Auction that will better promote the goals of the Auction and that are not inconsistent with any of the provisions of the SISP or the SISP Order; provided that no such rules may change the requirement that all Overbids shall be made and received on an open, non-confidential basis, and all Auction Bidders entitled to participate in a further round of bidding shall be entitled to be present for all such bidding.

Approval Motion

29. Application to Court. After a definitive agreement in respect of a Successful Bid has been finalized in accordance with the SISP, Freshstone shall apply to the Court as soon as reasonably practicable for an order approving such Successful Bid and authorizing Freshstone to enter into any and all necessary agreements with respect to such Successful Bid and to undertake such other actions as may be necessary or appropriate to give effect to such Successful Bid (the "**Approval Motion**").

30. Closing Subject to Court Approval. The consummation of any transaction between a Successful Bidder and Freshstone is expressly conditional upon the approval of such Successful Bid by the Court at the Approval Motion. The presentation of a Successful Bid to the Court for approval does not obligate Freshstone to close the transaction contemplated by such Successful Bid unless and until the Court approves the Successful Bid. Freshstone will be deemed to have accepted a bid only when such bid has been approved by the Court

at the Approval Motion.

31. Scheduling of Approval Motion. The Approval Motion will be held on a date to be scheduled by the Court and to be heard as soon as possible. The Approval Motion may be adjourned or rescheduled by Freshstone, with the consent of the Monitor, by an announcement of the adjourned date at the Approval Motion or by notice to the Service List and no further notice shall be required.

32. Deemed Rejection. All Qualified Bids and Overbids (other than the Successful Bid) will be deemed rejected at 11:59 p.m. Toronto Time on the Business Day after the closing of a Successful Bid.

33. Statutory Approvals. For the avoidance of doubt, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA or any other statute or as otherwise required at law in order to implement a Successful Bid.

Treatment of Deposit

34. Investment of Deposit. All Deposits will be held by the Monitor in a trust account. No interest shall accrue or be paid on any Deposit.

35. Application of Deposit. If there is a Successful Bid, the Deposit paid by a Successful Bidder whose bid is approved by the Court, will be released by the Monitor to Freshstone and applied to the subscription price to be paid, or investment to be made, by such Successful Bidder upon closing of the approved transaction or as otherwise set out in the definitive agreement.

36. Return of Deposits. The Deposits of Qualified Phase I Bidders not selected as a Successful Bidder will be returned to such Qualified Phase I Bidders within ten (10) Business Days of the date of closing of the Successful Bid. If there is no Successful Bid, subject to the following paragraph 37, all Deposits will be returned to Qualified Phase I Bidders, within ten (10) Business Days of the date on which the SISP is terminated in accordance with the SISP.

37. Forfeit of Deposit. If (i) a Successful Bidder breaches any of its obligations under the terms of the SISP or any definitive transaction documentation, or (ii) a Qualified Phase I Bidder fails to complete the transaction contemplated by its Qualified Bid or Overbid if required by Freshstone to complete such transaction, then, in each case, such bidder's Deposit will be forfeited to Freshstone as liquidated damages and not as a penalty. Freshstone shall apply and use its share of any forfeited Deposit in a manner agreed upon by Freshstone and the Monitor.

Reservation of Rights and Conduct of the SISP

38. No Binding Agreement. The SISP does not, and will not be interpreted to, create any contractual or other legal relationship between Freshstone and any bidder, other than as specifically set forth in a Confidentiality Agreement and other definitive agreement that any such bidder may enter into with Freshstone.

39. Extension of Time Limits. Freshstone may from time to time extend any of the time limits set out in the SISP, as Freshstone determines appropriate, with the consent of the Monitor.

Miscellaneous

40. The SISP is solely for the benefit of Freshstone and nothing contained in the SISP Order or herein shall create any rights in any other person (including, without limitation, any Prospective Bidders, Qualified Phase I Bidders, Qualified Bidders and Auction Bidders, and any rights as third party beneficiaries or otherwise) other than the rights expressly granted to a Successful Bidder under the SISP Order.

41. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Qualified Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction, including, without limitation, any actions within the Auction.

42. The Monitor will oversee the conduct of the SISP and, without limitation to that supervisory role, the Monitor will participate in the SISP in the manner set out herein and in the SISP Order, and is entitled to receive all information in relation to the SISP.

43. Any amendments to the SISP may only be made by Freshstone with the written consent of the Monitor, or by further order of the Court.

APPENDIX "A"
DEFINED TERMS

The following capitalized terms shall have the following meanings when used in the SISP:

a. "**Approval Motion**" shall have the meaning given to it in paragraph 29;

b. "**Auction**" shall have the meaning given to it in paragraph 25;

c. "**Auction Bidder**" shall have the meaning given to it in paragraph 25;

d. "**Bid Deadline**" shall have the meaning given to it in paragraph 18;

e. "**Business Day**" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day which is a statutory holiday in Toronto, Ontario;

f. "**CCAA**" shall have the meaning given to it in Recital A;

g. "**CCAA Proceedings**" means Freshstone's proceedings under the CCAA commenced by the Initial Order, under Court file no. CL-26-00000265-0000;

h. "**Confidentiality Agreement**" shall have the meaning given to it in paragraph 4(c);

i. "**Contact List**" shall have the meaning given to it in paragraph 9(a);

j. "**Court**" shall have the meaning given to it in Recital A;

k. "**Data Room**" shall have the meaning given to it in paragraph 4(d);

l. "**Deposit**" shall have the meaning given to it in paragraph 19(g);

m. "**Form of Subscription Agreement**" means the form of subscription agreement to be provided to Qualified Phase I Bidders who submitted an LOI in respect of a Sale Proposal as part of the SISP, based on the form of the Stalking Horse Bid;

n. "**Freshstone**" shall have the meaning given to it in Recital A;

o. “**Initial Order**” shall have the meaning given to it in Recital A;

p. “**Initial Overbid Amount**” means $250,000;

q. “**LOI**” shall have the meaning given to it in paragraph 11(b);

r. “**LOI Criteria**” shall have the meaning given to it in paragraph 14;

s. “**LOI Deadline**” shall have the meaning given to it in paragraph 11;

t. “**Minimum Overbid Increment**” shall have the meaning given to it in paragraph 28(g)(i);

u. “**Monitor**” shall have the meaning given to it in Recital A;

v. “**Monitor’s Website**” means the Monitor’s website for the CCAA Proceedings located at http://www.insolvencies.deloitte.ca/Freshstone;

w. “**Opening Bid**” shall have the meaning given to it in paragraph 28(e);

x. “**Overbid**” shall have the meaning given to it in paragraph 28(g);

y. “**Process Letter**” means a letter from the Sale Advisor to Prospective Bidders outlining, among other things, the SISP and the SISP timelines and which sets out the contact information for the Sale Advisor and the Monitor for the submission of any LOIs and Qualified Bids;

z. “**Property**” shall have the meaning given to it in Recital D;

aa. “**Prospective Bidders**” shall have the meaning given to it in paragraph 9(a), and “**Prospective Bidder**” shall mean any one of them;

bb. “**Qualified Bid**” shall have the meaning given to it in paragraph 19, as applicable, and “Qualified Bids” means more than one of them;

cc. “**Qualified Bidder**” shall mean a person who submits a Qualified Bid pursuant to the SISP and “Qualified Bidders” means more than one of them;

dd. “**Qualified Phase I Bidder**” shall have the meaning given to it in paragraph 15, and “Qualified Phase I Bidders” means more than one of them;

ee. “**Sale Advisor**” shall have the meaning given to it in the SISP Order;

ff. “**Sale Proposal**” shall have the meaning given to it in paragraph 6;

gg. “**Sale Proposal Bid Criteria**” shall have the meaning given to it in paragraph 21;

hh. “**Service List**” means the service list in the CCAA Proceedings as posted on the Monitor’s Website, as it may be updated from time to time;

ii. “**SISP**” shall have the meaning given to it in Recital B;

jj. “**SISP Order**” shall have the meaning given to it in Recital B;

kk. “**Successful Bid**” shall have the meaning given to it in paragraph 28(j);

ll. “**Successful Bidder**” shall have the meaning given to it in paragraph 28(j);

mm. “**Superior Proposal**” means a credible, reasonably certain and financially viable offer made by a Qualified Bidder that (i) provides for consideration in excess of the aggregate of the “Subscription Price” as defined in and contemplated by the Stalking Horse Transaction plus the Initial Overbid Amount, and (ii) Freshstone and the Monitor, each with the assistance of their legal advisors, consider to be better than the Stalking Horse Transaction;

nn. “**Target Closing Date**” shall mean the date or dates determined by Freshstone, in consultation with the Sale Advisor and the Monitor, and such later date or dates as Freshstone, in consultation with the Sale Advisor and the Monitor, may determine from time to time; and

oo. “**Teaser Letter**” shall have the meaning given to it in paragraph 9(c).

APPENDIX "B"

SUMMARY OF KEY DATES[1]

EVENT
PHASE 1
Qualified Phase I Bidders & LOI Deadline (By no later than August 14, 2026, at 5:00 p.m. (Toronto time)) LOI Deadline (for delivery of non-binding LOIs by Qualified Phase I Bidders in accordance with the SISP)
PHASE 2 (if suitable LOIs are received, which warrants to the continuation of the SISP onto Phase 2. If no suitable LOIs are received, Stalking Horse Bid shall be deemed to be the Successful Bid.)
Bid Deadline (By no later than September 29, 2026, at 5:00 p.m. (Toronto time)) Bid Deadline (for delivery of binding offers by Qualified Phase I Bidders in accordance with the SISP)
Closing – Successful Bid(s) (October 16, 2026) Anticipated deadline for closing of Successful Bid(s)

[1] The dates or time limits indicated in the table may be extended by Freshstone, in consultation with the Sale Advisor and with the consent of the Monitor, as Freshstone deems necessary or appropriate, or by order of the Court.

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

Court File No.:CL-26-00000265-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

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

SISP APPROVAL ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

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Lawyers for the Applicant

Schedule 1.1.10 – Closing Sequence

(a) First, the Investor shall pay the Subscription Price to the Monitor, to be held in escrow by the Monitor on behalf of the Investor;

(b) Second, (i) the Issuer shall be deemed to transfer to ResidualCo 1 the Excluded Assets in consideration for the issuance by Residual Co 1 of a non-interest bearing promissory note in the amount of $1.00 (the "**Promissory Note**"), and (ii) the Issuer shall be deemed to transfer to ResidualCo 2 the Excluded Liabilities and Excluded Contracts in consideration for the assignment of its rights under the Promissory Note in favour of ResidualCo 2;

(c) Third, the Retained Assets will be retained by the Issuer, free and clear of and from any and all Encumbrances (other than Permitted Encumbrances) pursuant to the Reverse Vesting Order and, for greater certainty, all of the Encumbrances, other than Permitted Encumbrances, affecting or relating to the Retained Assets are hereby expunged and discharged as against the Retained Assets, and the Retained Liabilities will be retained by the Issuer;

(d) Fourth, the following shall occur concurrently:

(i) The Issuer shall file the Articles of Amendment to provide for (x) the creation of a new class of common shares in the capital of the Issuer (being the Subscription Shares for purposes of this Agreement), and (y) the deemed cancellation for no consideration of all Equity Interests (other than the Subscription Shares) as well as any agreement, contract, plan, indenture, deed, certificate, subscription right, conversion right, pre-emptive right, option (including stock options or share purchase or equivalent plans) or other document or instrument governing or having been created or granted in connection with the share capital of the Company, the whole in accordance with and pursuant to the Reverse Vesting Order;

(ii) The Issuer shall issue the Subscription Shares to the Investor and the Investor shall subscribe for and purchase the Subscription Shares in accordance with the terms of this Agreement; and

(iii) The Subscription Price shall be released from escrow;

(e) Fifth, the Monitor shall be directed to (i) use a portion of the Subscription Price to pay the Priority Payables and the Known Cure Costs and (ii) retain a portion of the Subscription Price equal to the Administrative Reserve Amount, to be used for the purposes set forth in the definition of such term. Any balance of the Subscription Price shall be used distributed by the Monitor in accordance with further instructions and directions from the Court.

Schedule **1.1.30** – Excluded Assets

1. Any asset located at 1604 Victoria Street North, Kitchener, Ontario as at the date hereof other than the assets situate on such premises that are designated by the Investor to be Retained Assets, which designation shall be made no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement;

2. Any asset located at 1326 Victoria Street North, Kitchener, Ontario as at the date hereof other than the assets situate on such premises that are designated by the Investor to be Retained Assets, which designation shall be made no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement;

3. Any asset located at 500 Valleyview Drive, Delisle, Saskatchewan as at the date hereof other than the assets situate on such premises that are designated by the Investor to be Retained Assets, which designation shall be made no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement;

4. Any asset located at 24 4 St, Charlottetown, Prince-Edward-Island as at the date hereof other than the assets situate on such premises that are designated by the Investor to be Retained Assets, which designation shall be made no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement;

5. Any asset located at 1801, 1811 and 1821 Albion Road, Etobicoke, Ontario as at the date hereof; and

6. Any other asset designated as an Excluded Asset by no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement.

Schedule **1.1.31** – Excluded Contracts

1. The lease agreements in respect of the following premises leased by the Issuer and located at:

    (a) 1604 Victoria Street North, Kitchener, Ontario;

    (b) 1326 Victoria Street North, Kitchener, Ontario

    (c) 500 Valleyview Drive, Delisle, Saskatchewan;

    (d) 24 4 St, Charlottetown, Prince-Edward-Island

    (e) 1801 Albion Rd, Etobicoke, ON M9W 5S7

2. The contracts, agreements and/or arrangement for services with:

    (a) Minz Global Screening (with an office located at: 1303 William Street, Montreal, Quebec, H3C 1R4) dated March 15, 2023, in respect of the provision of employment screening services;

    (b) Prime Source Staffing Inc. (with an office located at: 2985 Drew Road, Suite 112, Mississauga, Ontario, L4T 0A4) dated January 29, 2025, in respect of the provision of temporary workers;

    (c) 786 Employment Inc. (with an office located at: 2425 Matheson East, Suite 999A, Mississauga, Ontario, L4W 5K4) dated January 6, 2025, in respect of the provision of temporary workers;

    (d) Bell Combustion Limited (with an office located at: PO Box 31097, Richmond Hill, Ontario, L4C 0V3), in respect of the provision of boiler maintenance services;

    (e) Naylor Building Partnerships Inc. (with an office located at: 455 North Service Road East, Oakville, Ontario, L6H 1A5), in respect of the provision of mechanical, HVAC, refrigeration, electrical and/or plumbing services;

    (f) Air Solutions Canada Inc. (with an office located at: 29 Innovation Drive, Dundas, Ontario, L9H 7L8), in respect of the provision of air compressor maintenance and service;

    (g) The Morning Star Packing Company (with an office located at: 2211 Old Highway 99, Williams, California, 95987) dated December 2, 2024, in respect of the provision of processed tomato products;

    (h) One Source Food Solutions LLC (with an office located at: PO Box 490, Ridgefield, Washington, 98642), dated June 5, 2025, as revised by an agreement dated April 1, 2026, in respect of sales agreement no. 20250513B;

    (i) Hydra Security Inc. (with an office located at: 2005 Clark Blvd, Unit 3, Brampton, Ontario, L6T 5P8), in respect of the provision of security services;

(j) Allied Universal Security Services of Canada (with an office located at: 5580 Explorer Drive, Suite 300, Mississauga, Ontario, L4W 4Y1), in respect of the provision of security services;

(k) Marsan Foods ULC (with an office located at: 160 Thermos Road, Scarborough, Ontario, M1L 4W2) dated May 8, 2026, in respect of a restrictive covenant;

(l) GlassRatner Restructuring Inc. (with an office located at: 150 York Street, Suite 1600, Toronto, Ontario, M5H 3S5) dated March 25, 2026, in respect of the provision of interim management and fractional search services;

(m) Talent Sphere Staffing Solutions Inc. (with an office located at: 19-13085 Yonge Street, Richmond Hill, Ontario, L4E 0K2) dated April 16, 2026, in respect of the provision of recruitment services;

(n) Butler Operations Inc. (with an office located at: 4778 Bloomington Road, Stouffville, Ontario, L4A 4A4), in respect of waste disposal services;

(o) Shred-it – Stericycle Inc. (with an office located at: 2355 Waukegan Road, Bannockburn, Illinois, 60015), in respect of the provision of paper disposal services; and

(p) Y.R.T. Janitorial Inc. (with an office located at: 136-3025 The Credit Woodlands, Mississauga, Ontario, L5C 2V3), in respect of the provision of janitorial services; and

3. Any Contracts exclusively related to the leased premises set out in paragraph 1 above.

Schedule 1.1.32 – Excluded Employee Plans

1. Any Employee Plan designated as an Excluded Employee Plan by no later than July 15, 2026, subject to and in accordance with the terms set out in this Agreement.

Schedule 1.1.44– Known Cure Costs

Known Cure Costs as of August 4, 2026:

1.	Due in respect of the premises leased by the Issuer and located at 1335 Fewster Dr, Mississauga, Ontario; and	$51,543
2.	Due in respect of the premises leased by the Issuer and located at 195 Steinway Blvd., Etobicoke, Ontario.	$211,749

Schedule 1.1.49 – Notes

Credit Bid Notes			
Note	Principal Outstanding	Accrued Interest / Fees to June 5, 2026	Total as at June 5, 2026
Second amended and restated secured promissory note dated as of May 8, 2026	$1,150,000.00	$210,292.70	$1,360,292.70
Amended and restated secured promissory note dated as of May 8, 2026	$2,000,000.00	$2,000,000.00	$4,000,000.00
Secured promissory note dated as of May 8, 2026	$2,000,000.00	$38,464.06	$2,038,464.06
		Total:	$7,398,756.76

Retained Note			
Note	Principal Outstanding	Accrued Interest / Fees to June 5, 2026	Total as at June 5, 2026
Retained Note	$2,750,000.00	$376.71	$2,750,376.71

Schedule 1.1.62 – Retained Employee Plans

1. Group Retirement Savings Plan and Deferred Profit Sharing Plan for Freshstone Brands Inc. issued by the Canada Life Assurance Company effective July 1, 2023 under Policy/Plan Number 76137;

2. Employee Benefit Plan issued by ClaimSecure Inc. under Policy Number 37769;

3. Class 1 Corporate and Support Group Benefits Plan issued by Industrial Alliance Life Insurance;

4. Class 1 Corporate and Support Group Health and Dental Benefits Plan issued by ClaimSecure Inc.;

5. Class 2 Hourly Full Time Group Benefits Plan issued by Industrial Alliance Life Insurance; and

6. Class 2 Hourly Full Time Group Health and Dental Benefits Plan issued by ClaimSecure Inc.

EXHIBIT "B"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

FIRST AMENDMENT TO THE SUBSCRIPTION AGREEMENT
(this "**Amendment**")

entered into as of July [15], 2026

BETWEEN **FRESHSTONE BRANDS INC.**, a corporation governed by the *Canada Business Corporations Act*, having its registered office at 4200 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta

(the "**Issuer**");

AND **FRANK BURDZY**, Chief Executive Officer of the Issuer, or an entity to be incorporated by him and designated prior to Closing

(the "**Investor**");

(the Issuer and the Investor are collectively referred to as the "**Parties**" and each individually a "**Party**").

PREAMBLE

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2026 in the file bearing number CL-26-00000265-0000 (the "**CCAA Proceedings**"), the Issuer obtained protection from its creditors under the *Companies' Creditors Arrangement Act* (Canada), and Deloitte Restructuring Inc. was appointed as monitor of the Issuer in the CCAA Proceedings (in such capacity, and not in its personal or corporate capacity, the "**Monitor**");

WHEREAS pursuant to an order from the Court dated June 18, 2026 (the "**SISP Order**") in the CCAA Proceedings, the Issuer obtained authorization to conduct a sale and investment solicitation process, under the oversight of the Monitor;

WHEREAS pursuant to the SISP Order, the Court authorized the Issuer to enter into a subscription agreement with the Investor dated June 12, 2026 (the "**Subscription Agreement**") whereby Investor has agreed to act as a "stalking horse bidder" and, if selected as or deemed to be the Successful Bidder in accordance with the SISP Procedures, to subscribe for the Subscription Shares, and the Issuer has agreed to issue the Subscription Shares to the Investor subject to and in accordance with the terms and conditions set out therein; and

WHEREAS the Parties have agreed to amend certain terms of the Subscription Agreement effective the date hereof on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements herein contained, the Issuer and the Investor agree as follows:

1 DEFINED TERMS

The Parties hereby acknowledge and agree that capitalized words not otherwise defined herein shall have the meanings ascribed thereto in the Subscription Agreement.

2 AMENDMENT

The Parties hereby agree to amend the Subscription Agreement by replacing reference to "July 15, 2026" in Sections 4.1 and 6.5 and Schedules 1.1.30, 1.1.31 and 1.1.32 therein with reference to "July 28, 2026".

3 MISCELLANEOUS

3.1 Subject to the changes referred to in this Amendment, all other terms and conditions of the Subscription Agreement will remain in effect and are hereby confirmed and acknowledged.

3.2 Time is of the essence in the performance of the Parties' respective obligations hereunder and under the Subscription Agreement.

3.3 This Amendment shall be construed, interpreted and enforced exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the exclusion of any conflict of law rule that would result in the application of the laws of another jurisdiction.

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

3.5 This Amendment constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes and replaces any and all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, in relation to the subject matter hereof.

3.6 No amendment to this Amendment shall be binding on the Parties unless made in writing and signed by the authorized representatives of each of the Issuer and the Investor.

3.7 Each Party shall from time to time hereafter and upon any reasonable request of the other execute, acknowledge and deliver all such further acts, documents and instruments as may be reasonably necessary or desirable to implement and carry out the true meaning of this Amendment.

3.8 This Amendment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart is as effective as delivery of an originally executed counterpart.

[*Signature page follows]*

WITNESS WHEREOF the Parties have signed this Amendment as of the date first indicated hereinabove.

ISSUER:

FRESHSTONE BRANDS INC.

Per: ______________________

Name: Leigh Wilson
Title: Chief Development Officer

INVESTOR:

____

FRANK BURDZY

EXHIBIT "C"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

SECOND AMENDMENT TO THE SUBSCRIPTION AGREEMENT
(this "**Amendment**")

entered into as of July 28, 2026

BETWEEN **FRESHSTONE BRANDS INC.**, a corporation governed by the *Canada Business Corporations Act*, having its registered office at 4200 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta

(the "**Issuer**");

AND **FRANK BURDZY**, Chief Executive Officer of the Issuer, or an entity to be incorporated by him and designated prior to Closing

(the "**Investor**");

(the Issuer and the Investor are collectively referred to as the "**Parties**" and each individually a "**Party**").

PREAMBLE

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2026 in the file bearing number CL-26-00000265-0000 (the "**CCAA Proceedings**"), the Issuer obtained protection from its creditors under the *Companies' Creditors Arrangement Act* (Canada), and Deloitte Restructuring Inc. was appointed as monitor of the Issuer in the CCAA Proceedings (in such capacity, and not in its personal or corporate capacity, the "**Monitor**");

WHEREAS pursuant to an order from the Court dated June 18, 2026 (the "**SISP Order**") in the CCAA Proceedings, the Issuer obtained authorization to conduct a sale and investment solicitation process, under the oversight of the Monitor;

WHEREAS pursuant to the SISP Order, the Court authorized the Issuer to enter into a subscription agreement with the Investor dated June 12, 2026 (the "**Original Subscription Agreement**") whereby Investor has agreed to act as a "stalking horse bidder" and, if selected as or deemed to be the Successful Bidder in accordance with the SISP Procedures, to subscribe for the Subscription Shares, and the Issuer has agreed to issue the Subscription Shares to the Investor subject to and in accordance with the terms and conditions set out therein;

WHEREAS the Original Subscription Agreement was amended pursuant to a first amendment dated July 15, 2026 (the "**First Amendment**");

WHEREAS for purposes of this Amendment, the Original Subscription Agreement and the First Amendment shall hereinafter be collectively referred to as the Subscription Agreement; and

WHEREAS the Parties have agreed to amend certain terms of the Subscription Agreement effective the date hereof on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements herein contained, the Issuer and the Investor agree as follows:

1 DEFINED TERMS

The Parties hereby acknowledge and agree that capitalized words not otherwise defined herein shall have the meanings ascribed thereto in the Original Subscription Agreement.

2 AMENDMENT

The Parties acknowledge and agree that the Subscription Agreement is hereby amended to permit the Investor to update any Contract to be designated as an Excluded Contract by written notice to the Issuer and the Monitor delivered not later than August 4, 2026. For clarity, the Investor acknowledges and agrees that (i) it has satisfied itself with respect to the Excluded Assets and the Excluded Employee Plans as set out in the Subscription Agreement and (ii) effective the date of this Amendment, it shall have no further rights to designate any additional assets and/or Employee Plans as Excluded Assets and/or Excluded Employee Plans, respectively.

3 MISCELLANEOUS

3.1 Subject to the changes referred to in this Amendment, all other terms and conditions of the Subscription Agreement will remain in effect and are hereby confirmed and acknowledged.

3.2 Time is of the essence in the performance of the Parties' respective obligations hereunder and under the Subscription Agreement.

3.3 This Amendment shall be construed, interpreted and enforced exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the exclusion of any conflict of law rule that would result in the application of the laws of another jurisdiction.

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

3.5 This Amendment constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes and replaces any and all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, in relation to the subject matter hereof.

3.6 No amendment to this Amendment shall be binding on the Parties unless made in writing and signed by the authorized representatives of each of the Issuer and the Investor.

3.7 Each Party shall from time to time hereafter and upon any reasonable request of the other execute, acknowledge and deliver all such further acts, documents and instruments as may be reasonably necessary or desirable to implement and carry out the true meaning of this Amendment.

3.8 This Amendment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart is as effective as delivery of an originally executed counterpart.

[*Signature page follows]*

WITNESS WHEREOF the Parties have signed this Amendment as of the date first indicated hereinabove.

ISSUER: **FRESHSTONE BRANDS INC.**

Signed by:

Per: Leigh Wilson

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Name: Leigh Wilson

Title: Chief Development Officer

INVESTOR:

FRANK BURDZY

EXHIBIT "D"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

THIRD AMENDMENT TO THE SUBSCRIPTION AGREEMENT
(this “**Amendment**”)

entered into as of August 14, 2026

BETWEEN **FRESHSTONE BRANDS INC.**, a corporation governed by the *Canada Business Corporations Act*, having its registered office at 4200 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta

(the “**Issuer**”);

AND **FRANK BURDZY**, Chief Executive Officer of the Issuer, or an entity to be incorporated by him and designated prior to Closing

(the “**Investor**”);

(the Issuer and the Investor are collectively referred to as the “**Parties**” and each individually a “**Party**”).

PREAMBLE

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated June 9, 2026 in the file bearing number CL-26-00000265-0000 (the “**CCAA Proceedings**”), the Issuer obtained protection from its creditors under the *Companies’ Creditors Arrangement Act* (Canada), and Deloitte Restructuring Inc. was appointed as monitor of the Issuer in the CCAA Proceedings (in such capacity, and not in its personal or corporate capacity, the “**Monitor**”);

WHEREAS pursuant to an order from the Court dated June 18, 2026 (the “**SISP Order**”) in the CCAA Proceedings, the Issuer obtained authorization to conduct a sale and investment solicitation process, under the oversight of the Monitor;

WHEREAS pursuant to the SISP Order, the Court authorized the Issuer to enter into a subscription agreement with the Investor dated June 12, 2026 (the “**Original Subscription Agreement**”) whereby Investor has agreed to act as a “stalking horse bidder” and, if selected as or deemed to be the Successful Bidder in accordance with the SISP Procedures, to subscribe for the Subscription Shares, and the Issuer has agreed to issue the Subscription Shares to the Investor subject to and in accordance with the terms and conditions set out therein;

WHEREAS the Original Subscription Agreement was amended pursuant to a first amendment dated July 15, 2026 and a second amendment dated July 28, 2026 (collectively, the “**Previous Amendments**”);

WHEREAS for purposes of this Amendment, the Original Subscription Agreement and the Previous Amendments shall hereinafter be collectively referred to as the Subscription Agreement; and

WHEREAS the Parties have agreed to amend certain terms of the Subscription Agreement effective the date hereof on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements herein contained, the Issuer and the Investor agree as follows:

1 DEFINED TERMS

The Parties hereby acknowledge and agree that capitalized words not otherwise defined herein shall have the meanings ascribed thereto in the Original Subscription Agreement.

2 **AMENDMENTS AND ACKNOWLEDGEMENT**

2.1 From and after the date hereof, the Parties acknowledge and agree that the Subscription Agreement is hereby amended as follows:

2.1.1 the following definitions shall replace the definitions set out in the Subscription Agreement:

"**Excluded Contracts**" means all Contracts of the Issuer that are not Retained Contracts, and which are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order, including for certainty all Contracts of the Issuer listed in Schedule 1.1.31 (Excluded Contracts);

"**Excluded Employees**" means those Employees designated by the Investor, in its sole discretion, by written notice to the Issuer and the Monitor not later than five (5) Business Days prior to the Closing Date, whom the Investor elects not to retain, who are to be transferred to ResidualCo 2 pursuant to the Reverse Vesting Order;

"**Retained Contracts**" means all Contracts of the Issuer set out in Schedule 1.1.61 (Retained Contracts);

2.1.2 the definition of "Contracts" is hereby amended to add the following as the last sentence thereof:

"For greater certainty, Contracts shall not include contracts of employment for Employees, which shall be governed by the provisions set out in Article 6 of this Agreement."

2.1.3 Schedules 1.1.31 (Excluded Contracts) and 1.1.62 (Retained Employee Plans) are each deleted in their entirety and replaced with the applicable Schedules attached to the Amendment;

2.1.4 Schedule 1.1.61 (Retained Contracts) attached to this Amendment is hereby added as Schedule 1.1.61 to the Subscription Agreement; and

2.1.5 Section 4.1 of the Subscription Agreement is hereby amended to delete the last sentence thereof.

2.2 The Investor acknowledges and agrees that:

2.2.1 notwithstanding the amendments contemplated herein, there shall be no change to the Subscription Price; and

2.2.2 as of the date hereof, it has satisfied itself with respect to the Retained Contracts and it shall have no further rights to designate any additional Contracts as Retained Contracts and/or remove any Contracts currently designated as Retained Contracts. For clarity, as of the date hereof, there shall be no further revisions to the Contracts making up the Retained Contracts.

3 **MISCELLANEOUS**

3.1 Subject to the changes referred to in this Amendment, all other terms and conditions of the Subscription Agreement will remain in effect and are hereby confirmed and acknowledged.

3.2 Time is of the essence in the performance of the Parties' respective obligations hereunder and under the Subscription Agreement.

3.3 This Amendment shall be construed, interpreted and enforced exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the exclusion of any conflict of law rule that would result in the application of the laws of another jurisdiction.

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

3.5 This Amendment constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes and replaces any and all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, in relation to the subject matter hereof.

3.6 No amendment to this Amendment shall be binding on the Parties unless made in writing and signed by the authorized representatives of each of the Issuer and the Investor.

3.7 Each Party shall from time to time hereafter and upon any reasonable request of the other execute, acknowledge and deliver all such further acts, documents and instruments as may be reasonably necessary or desirable to implement and carry out the true meaning of this Amendment.

3.8 This Amendment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart is as effective as delivery of an originally executed counterpart.

[*Signature page follows]*

WITNESS WHEREOF the Parties have signed this Amendment as of the date first indicated hereinabove.

ISSUER:

FRESHSTONE BRANDS INC.

Signed by:

Per: Leigh Wilson

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Name: Leigh Wilson
Title: Chief Development Officer

INVESTOR:

DocuSigned by:

FRANK BURDZY

Schedule 1.1.31 – Excluded Contracts

1. The lease agreements in respect of the following premises leased by the Issuer and located at:

   (a) 1604 Victoria Street North, Kitchener, Ontario;

   (b) 1326 Victoria Street North, Kitchener, Ontario

   (c) 500 Valleyview Drive, Delisle, Saskatchewan;

   (d) 24 4 St, Charlottetown, Prince-Edward-Island; and

   (e) 1801 Albion Rd, Etobicoke, ON M9W 5S7;

2. The contracts, agreements and/or arrangement for services with:

   (a) Minz Global Screening (with an office located at: 1303 William Street, Montreal, Quebec, H3C 1R4) dated March 15, 2023, in respect of the provision of employment screening services;

   (b) Prime Source Staffing Inc. (with an office located at: 2985 Drew Road, Suite 112, Mississauga, Ontario, L4T 0A4) dated January 29, 2025, in respect of the provision of temporary workers;

   (c) 786 Employment Inc. (with an office located at: 2425 Matheson East, Suite 999A, Mississauga, Ontario, L4W 5K4) dated January 6, 2025, in respect of the provision of temporary workers;

   (d) Bell Combustion Limited (with an office located at: PO Box 31097, Richmond Hill, Ontario, L4C 0V3), in respect of the provision of boiler maintenance services;

   (e) Naylor Building Partnerships Inc. (with an office located at: 455 North Service Road East, Oakville, Ontario, L6H 1A5), in respect of the provision of mechanical, HVAC, refrigeration, electrical and/or plumbing services;

   (f) Air Solutions Canada Inc. (with an office located at: 29 Innovation Drive, Dundas, Ontario, L9H 7L8), in respect of the provision of air compressor maintenance and service;

   (g) The Morning Star Packing Company (with an office located at: 2211 Old Highway 99, Williams, California, 95987) dated December 2, 2024, in respect of the provision of processed tomato products;

   (h) One Source Food Solutions LLC (with an office located at: PO Box 490, Ridgefield, Washington, 98642), dated June 5, 2025, as revised by an agreement dated April 1, 2026, in respect of sales agreement no. 20250513B;

   (i) Hydra Security Inc. (with an office located at: 2005 Clark Blvd, Unit 3, Brampton, Ontario, L6T 5P8), in respect of the provision of security services;

(j) Allied Universal Security Services of Canada (with an office located at: 5580 Explorer Drive, Suite 300, Mississauga, Ontario, L4W 4Y1), in respect of the provision of security services;

(k) Marsan Foods ULC (with an office located at: 160 Thermos Road, Scarborough, Ontario, M1L 4W2) dated May 8, 2026, in respect of a restrictive covenant;

(l) GlassRatner Restructuring Inc. (with an office located at: 150 York Street, Suite 1600, Toronto, Ontario, M5H 3S5) dated March 25, 2026, in respect of the provision of interim management and fractional search services;

(m) Talent Sphere Staffing Solutions Inc. (with an office located at: 19-13085 Yonge Street, Richmond Hill, Ontario, L4E 0K2) dated April 16, 2026, in respect of the provision of recruitment services;

(n) Butler Operations Inc. (with an office located at: 4778 Bloomington Road, Stouffville, Ontario, L4A 4A4), in respect of waste disposal services;

(o) Shred-it – Stericycle Inc. (with an office located at: 2355 Waukegan Road, Bannockburn, Illinois, 60015), in respect of the provision of paper disposal services;

(p) Y.R.T. Janitorial Inc. (with an office located at: 136-3025 The Credit Woodlands, Mississauga, Ontario, L5C 2V3), in respect of the provision of janitorial services; and

(q) IT Weapons in respect of the provision of network support services;

3. Any Contracts exclusively related to the leased premises set out in paragraph 1 above; and

4. All other Contracts other than those out in Schedule 1.1.61 (Retained Contracts).

Schedule 1.1.61 – Retained Contracts

1. The lease agreements in respect of the following premises leased by the Issuer and located at:

   (a) 195 Steinway Boulevard, Etobicoke, Ontario, pursuant to an agreement with Granite Canadian Holdings Limited Partnership, as landlord, and a term from May 11, 2022 to May 31, 2037; and

   (b) 1335 Fewster Drive, Mississauga, Ontario, pursuant to an agreement with 126725 Canada Ltd., as landlord, and a term from April 10, 2026 to April 11, 2031;

2. The contracts, agreements and/or arrangement for services with:

   (a) Trenton Cold Storage Inc. in respect of the provision of 3PL warehousing services, 3-year term effective June 1, 2026;

   (b) Trenton Cold Storage Inc. in respect of “Schedule A1” Warehouse Contract and Rate Quotation - Equipment Amendment, 3-year term effective July 27, 2026;

   (c) Everest Freezers Inc. in respect of the provision of 3PL warehousing services, with a term effective July 2, 2026 to December 31, 2026;

   (d) Proactive Supply Chain Solutions Inc. in respect of the provision of 3PL warehousing services, with a three-month term effective July 15, 2026;

   (e) ADP in respect of payroll management services, with a contract effective April, 2021;

   (f) RBC Lease in respect of a general equipment leasing agreement, with a term effective September 13, 2019 to September 11, 2026;

   (g) Canada Life in respect of the provision of certain employee benefits with a term effective January 1, 2024;

   (h) Canada Life in respect of the provision of a deferred profit sharing plan, policy no. 7613, effective July 1, 2023;

   (i) Desjardins in respect of the provision of certain employee benefits, with a term effective January 1, 2024;

   (j) Claim Secure in respect of the provision of certain employee benefits, with a term effective January 1, 2024;

   (k) Industrial Alliance in respect of the provision of certain employee benefits, with a term effective May 1, 2026;

   (l) Paychex Inc. in respect of the provision of payroll services, with a contract effective June 7, 2021;

   (m) Paychex TPS in respect of the provision of payroll tax remittance services, with a contract effective June 7, 2021;

(n) Global MLX Consulting in respect of the provision of regulatory reporting services, with a term effective May 1, 2026 to May 31, 2027;

(o) Commport Communications Int. Inc. in respect of the provision of EDI processing services pursuant to a master services agreement effective November 1, 2023;

(p) Faxinating Solutions Inc. in respect of the provision of EDI processing services with a contract effective May 1, 2026;

(q) Navacord Insurance Services Alberta Inc. in respect of the provision of various coverages with a contract date of April 1, 2026;

(r) Asset Purchase Agreement with Marsan Foods ULC dated May 8, 2026;

(s) Canadian Food Inspection Agency (CFIA) SFFC License No. 4HFXBWXT, valid up to April 12, 2027;

(t) SQF Certificate of Conformity No. 71649, valid up to January 29, 2027;

(u) FDA Certificate of Registration (2026), bearing registration no. 11775333496;

(v) Costco Canada pricing and terms agreements;

(w) all active customer Contracts currently in existence save and except for any Contracts with the Campbell's Company; and

(x) all active supplier Code of Conduct agreements and ancillary documents currently in existence.

Schedule 1.1.62 – Retained Employee Plans

1. Group Retirement Savings Plan and Deferred Profit Sharing Plan for Freshstone Brands Inc. issued by the Canada Life Assurance Company effective July 1, 2023 under Policy/Plan Number 76137;

2. Out of Country Coverage Plan issued by Canada Life under Plan Number 174795;

3. Retirement Savings Plan and Deferred Profit Sharing Plan issued by Desjardins under Plan Number G004694;

4. Employee Benefit Plan issued by ClaimSecure Inc. under Policy Number 37769;

5. Class 1 Corporate and Support Group Benefits Plan issued by Industrial Alliance Life Insurance;

6. Class 1 Corporate and Support Group Health and Dental Benefits Plan issued by ClaimSecure Inc.;

7. Class 2 Hourly Full Time Group Benefits Plan issued by Industrial Alliance Life Insurance; and

8. Class 2 Hourly Full Time Group Health and Dental Benefits Plan issued by ClaimSecure Inc.

EXHIBIT "E"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

FOURTH AMENDMENT TO THE SUBSCRIPTION AGREEMENT
(this "**Amendment**")

entered into as of September 11, 2026

BETWEEN **FRESHSTONE BRANDS INC.**, a corporation governed by the *Canada Business Corporations Act*, having its registered office at 4200 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta

(the "**Issuer**");

AND **FRANK BURDZY**, Chief Executive Officer of the Issuer, or an entity to be incorporated by him and designated prior to Closing

(the "**Investor**");

(the Issuer and the Investor are collectively referred to as the "**Parties**" and each individually a "**Party**").

PREAMBLE

WHEREAS pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2026 in the file bearing number CL-26-00000265-0000 (the "**CCAA Proceedings**"), the Issuer obtained protection from its creditors under the *Companies' Creditors Arrangement Act* (Canada), and Deloitte Restructuring Inc. was appointed as monitor of the Issuer in the CCAA Proceedings (in such capacity, and not in its personal or corporate capacity, the "**Monitor**");

WHEREAS pursuant to an order from the Court dated June 18, 2026 (the "**SISP Order**") in the CCAA Proceedings, the Issuer obtained authorization to conduct a sale and investment solicitation process, under the oversight of the Monitor;

WHEREAS pursuant to the SISP Order, the Court authorized the Issuer to enter into a subscription agreement with the Investor dated June 12, 2026 (the "**Original Subscription Agreement**") whereby Investor has agreed to act as a "stalking horse bidder" and, if selected as or deemed to be the Successful Bidder in accordance with the SISP Procedures, to subscribe for the Subscription Shares, and the Issuer has agreed to issue the Subscription Shares to the Investor subject to and in accordance with the terms and conditions set out therein;

WHEREAS the Original Subscription Agreement was amended pursuant to a first amendment dated July 15, 2026, a second amendment dated July 28, 2026 and a third amendment dated August 14, 2026 (collectively, the "**Previous Amendments**");

WHEREAS for purposes of this Amendment, the Original Subscription Agreement and the Previous Amendments shall hereinafter be collectively referred to as the Subscription Agreement; and

WHEREAS the Parties have agreed to amend certain terms of the Subscription Agreement effective the date hereof on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements herein contained, the Issuer and the Investor agree as follows:

1 DEFINED TERMS

The Parties hereby acknowledge and agree that capitalized words not otherwise defined herein shall have the meanings ascribed thereto in the Original Subscription Agreement.

2 AMENDMENTS AND ACKNOWLEDGEMENT

2.1 From and after the date hereof, the Parties acknowledge and agree that the Subscription Agreement is hereby amended as follows:

2.1.1 the following definitions shall replace the definitions set out in the Subscription Agreement:

"**Permitted Encumbrances**" means the Encumbrances set out in Schedule 1.1.52 (Permitted Encumbrances);

2.1.2 The following sentence is added to the end of the definition of "Retained Liabilities" contained in Section 1.1.63:

For greater certainty, unremitted GST/HST as at the Closing Time, as set out in (vi) hereof, shall not include any claim or assessment made pursuant to Section 296 of the ETA;

2.1.3 Section 4.2 is hereby deleted in its entirety and replaced as follows:

Before the Closing Time, at the time and date provided for in the Closing Sequence, subject to the terms and conditions of this Agreement and the Reverse Vesting Order, the Issuer shall retain the Retained Liabilities and shall pay, discharge and perform, as the case may be, from and after the Closing Time, the Retained Liabilities.

2.1.4 Schedule 1.1.30 (Excluded Assets), Schedule 1.1.31 (Excluded Contracts), Schedule 1.1.44 (Known Cure Costs) and Schedule 1.1.61 (Retained Contracts) are each deleted in their entirety and replaced with the applicable Schedules attached to this Amendment; and

2.1.5 Schedule 1.1.52 (Permitted Encumbrances) attached to this Amendment is hereby added as a Schedule to the Subscription Agreement.

2.2 The Investor hereby designates the assets listed in Schedule 1.1.30(a) (Designated Retained Assets) as Retained Assets.

2.3 The Investor acknowledges and agrees that notwithstanding the amendments contemplated herein, there shall be no change to the Subscription Price.

3 MISCELLANEOUS

3.1 Subject to the changes referred to in this Amendment, all other terms and conditions of the Subscription Agreement will remain in effect and are hereby confirmed and acknowledged.

3.2 Time is of the essence in the performance of the Parties' respective obligations hereunder and under the Subscription Agreement.

3.3 This Amendment shall be construed, interpreted and enforced exclusively in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the exclusion of any conflict of law rule that would result in the application of the laws of another jurisdiction.

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

3.5 This Amendment constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes and replaces any and all other understandings, agreements, representations, negotiations, communications and discussions, written or oral, in relation to the subject matter hereof.

3.6 No amendment to this Amendment shall be binding on the Parties unless made in writing and signed by the authorized representatives of each of the Issuer and the Investor.

3.7 Each Party shall from time to time hereafter and upon any reasonable request of the other execute, acknowledge and deliver all such further acts, documents and instruments as may be reasonably necessary or desirable to implement and carry out the true meaning of this Amendment.

3.8 This Amendment may be executed in any number of counterparts (including by electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery by electronic transmission of an executed counterpart is as effective as delivery of an originally executed counterpart.

[*Signature page follows]*

WITNESS WHEREOF the Parties have signed this Amendment as of the date first indicated hereinabove.

ISSUER:

FRESHSTONE BRANDS INC.

Signed by:

Per: Leigh Wilson
27E820AD8B53409...

Name: Leigh Wilson
Title: Chief Development Officer

INVESTOR:

DocuSigned by:

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FRANK BURDZY

Schedule 1.1.30 (Excluded Assets)

Nil.

Schedule 1.1.30(a) – Designated Retained Assets

EQUIPMENT	MODEL (if applicable)	SERIAL NO. (if applicable)
Handtman	VF612H	
Handtman	VF612H	
Proseal Machine	GT1s	M-05581
Ribbon Mixer	RS23K546	RS-740557
Ribbon Mixer	28-2000	8157
Loma X-Ray	X	KXR48892-55F
Pallet Wrapper	Q400	QM053273
Liquiflex	AV2-2-CBHF	4364
Hot Kettle #1	2-3K	2213796
Hot Kettle #2	5009MS	37302-1
Onion Dicer	J05088	2301230
Garlic Dicer	RG-400I	
Cold Kettle #1		
Cold Kettle #2		
Eagle X-Ray		
Exhasut 1		
Exhasut 2		
Rotosieve		
GBT 300 CM Process Solutions		
Round Conveyor (Small)		
Round Conveyor (Large)		
Hopper Topper		
Norland T5000 Bottle Filler		

EQUIPMENT	MODEL (if applicable)	SERIAL NO. (if applicable)
Bottle Sealer		
Rational Oven	SCCWE202G	
Norland BF3000 XLT		
Small Kronen Dryer		
Labelling Machine		
Handtman		
Fox C4 Pallet Wrapper		
Norland Shrink Pak 5000		
CT Consolidated Technologies		
Incline Conveyor 1		
Incline Conveyor 2		
FTNON		
Bilwinco 6292		
Homogenizer	159CV	
Ink Jet Printer	RX-SD160W	RXS03146207
Pump (Ribbon)	MR130-NNTC	97711053
200lb Scale	X320 / *9200	3351099 / *10564
Scale	SPEED WEIGH	5709339-5LA
Pump	M8	
Metal Detector (Pryor Pipeline)	PIPELINE SYSTEM	I9769
Metal Detector (Conveyor)	MET30+	51571/1
Transfer Pump	772	
Tape Machine	SB-2EX-STD	EZT1710C17071722

EQUIPMENT	MODEL (if applicable)	SERIAL NO. (if applicable)
Tape Machine	720-1	C11021169
Tape Machine	720-1	8032116
Scale (60lb)	M2000 / 7060P	11886 / 86039
Reach Truck	750-R35TT	750-13-AC39130
Pressure Washer	1836SS	11096640-100018
Power Jack	8210	821-16-14187
Power Jack	WP3035-45	7A268392
Scissor Jack	PTH50S	7A278947
Ride-on Pallet Jack	PE4500-60	6A329111
Chiller		D29854
Discharge Conveyor		
Blancher		D29832
Infeed Conveyor		
Duct hood		
Exhaust hood		
Potato cooker doors pallet 1		
Control Panel		
Potato cooker doors pallet 2		
Exhaust adaptor		
Blancher	PB-8-4	1601
Chiller	PC-3	1604
Operator platform		
Incline infeed conveyor		
Rotary cooker screens 2 carts		

EQUIPMENT	MODEL (if applicable)	SERIAL NO. (if applicable)
Blancher frame extension		
Discharge Chute for incline conveyor to rotary cooker		
Evaporator #1		
Evaporator #2		
Potato Mixer		
Potato Mixer Dumper		
Potato Cooker		
Metal Detector #1		S#13548
Metal Detector #2		S# 15263
Metal Detector #3		
Microcutter #1	MCH20	
Microcutter #2	MCH20	
Norwicki Tumbler	MA-2000PS	S# 22404037
Telesonic Machine	MLP-800-04L	181011
Multifiller #1	MPFSC-120	825
Multifiller #2	MPFSC-120	826
Box Former		
Skillet		
Stephan Mixer	VM300	
Case Washer		
Printer/Scanner 1		
Microwave 1		
TV Monitors 2		
TV Mount 1		

EQUIPMENT	MODEL (if applicable)	SERIAL NO. (if applicable)
Office Chairs 10		
Credenza 1		
Refrigerator 1		
Complete Desk Units 3		
Filing Cabinets 4		
Banker Boxes - Files 30		
Marketing Materials 12		
Freezer 1		
Racking (2800 Linear Ft)		
MFP Copier/Printer		
Workstations (PCs & Monitors)		
Workstations (PCs & Monitors)		
Laserjet Printer		
Label Printer		
Dock & Monitors		
Small Printer		
Dock & Monitors		
Thermal Label Printer		
Label Printer		
Workstation (PCs & Monitors)		
Laptop (Carts)		
Label Printer (Carts)		

EQUIPMENT	**MODEL (if applicable)**	**SERIAL NO. (if applicable)**
RF Devices		
Network Switch		
CFIA Laptop		
CFIA Label Printer		
Network Switch		
Workstations (PCs & Monitors)		
Workstations (PCs & Monitors)		
Workstations (PCs & Monitors)		
Laserjet Printer		
Label Printer		
TV		
TV		
TV		
TV		
RF Devices		

Schedule 1.1.31 – Excluded Contracts

1. The lease agreements in respect of the following premises leased by the Issuer and located at:

   (a) 1604 Victoria Street North, Kitchener, Ontario;

   (b) 1326 Victoria Street North, Kitchener, Ontario

   (c) 500 Valleyview Drive, Delisle, Saskatchewan;

   (d) 24 4 St, Charlottetown, Prince-Edward-Island; and

   (e) 1801 Albion Rd, Etobicoke, ON M9W 5S7;

2. The contracts, agreements and/or arrangement for services with:

   (a) Minz Global Screening (with an office located at: 1303 William Street, Montreal, Quebec, H3C 1R4) dated March 15, 2023, in respect of the provision of employment screening services;

   (b) Prime Source Staffing Inc. (with an office located at: 2985 Drew Road, Suite 112, Mississauga, Ontario, L4T 0A4) dated January 29, 2025, in respect of the provision of temporary workers;

   (c) 786 Employment Inc. (with an office located at: 2425 Matheson East, Suite 999A, Mississauga, Ontario, L4W 5K4) dated January 6, 2025, in respect of the provision of temporary workers;

   (d) Bell Combustion Limited (with an office located at: PO Box 31097, Richmond Hill, Ontario, L4C 0V3), in respect of the provision of boiler maintenance services;

   (e) Naylor Building Partnerships Inc. (with an office located at: 455 North Service Road East, Oakville, Ontario, L6H 1A5), in respect of the provision of mechanical, HVAC, refrigeration, electrical and/or plumbing services;

   (f) Air Solutions Canada Inc. (with an office located at: 29 Innovation Drive, Dundas, Ontario, L9H 7L8), in respect of the provision of air compressor maintenance and service;

   (g) The Morning Star Packing Company (with an office located at: 2211 Old Highway 99, Williams, California, 95987) dated December 2, 2024, in respect of the provision of processed tomato products;

   (h) One Source Food Solutions LLC (with an office located at: PO Box 490, Ridgefield, Washington, 98642), dated June 5, 2025, as revised by an agreement dated April 1, 2026, in respect of sales agreement no. 20250513B;

   (i) Hydra Security Inc. (with an office located at: 2005 Clark Blvd, Unit 3, Brampton, Ontario, L6T 5P8), in respect of the provision of security services;

(j) Allied Universal Security Services of Canada (with an office located at: 5580 Explorer Drive, Suite 300, Mississauga, Ontario, L4W 4Y1), in respect of the provision of security services;

(k) GlassRatner Restructuring Inc. (with an office located at: 150 York Street, Suite 1600, Toronto, Ontario, M5H 3S5) dated March 25, 2026, in respect of the provision of interim management and fractional search services;

(l) Talent Sphere Staffing Solutions Inc. (with an office located at: 19-13085 Yonge Street, Richmond Hill, Ontario, L4E 0K2) dated April 16, 2026, in respect of the provision of recruitment services;

(m) Butler Operations Inc. (with an office located at: 4778 Bloomington Road, Stouffville, Ontario, L4A 4A4), in respect of waste disposal services;

(n) Shred-it – Stericycle Inc. (with an office located at: 2355 Waukegan Road, Bannockburn, Illinois, 60015), in respect of the provision of paper disposal services;

(o) Y.R.T. Janitorial Inc. (with an office located at: 136-3025 The Credit Woodlands, Mississauga, Ontario, L5C 2V3), in respect of the provision of janitorial services; and

(p) IT Weapons in respect of the provision of network support services;

3. Any Contracts exclusively related to the leased premises set out in paragraph 1 above; and

4. All other Contracts other than those out in Schedule 1.1.61 (Retained Contracts).

Schedule 1.1.44 (Known Cure Costs)

Contract	Amount Owing Pre-Filing	Amount Owing Post-Filing	Cure Cost
195 Steinway Blvd., Etobicoke, Ontario. Landlord - Granite Canadian Holdings Limited Partnership. May 11, 2022 to May 31, 2037.	$25,443.94	$0.00	$25,443.94
1335 Fewster Dr, Mississauga, Ontario Mississauga. Landlord – Ralph Murray. April 10, 2026 to April 11, 2031.	$35,283.66	$0.00	$35,283.66
Faxinating Solutions Inc. in respect of the provision of EDI processing services. Effective May 1, 2026.	$0.00	$95.02	$95.02
(PROP TAX) Treasurer, City Of Toronto	$102,409.78	$132,791.51	$235,201.29
Mississauga Taxes	$37,463.71	$0.00	$37,463.71
CFIA	$4,716.60	$0.00	$4,716.60
Total	**$205,317.69**	**$132,886.53**	**$338,204.22**

Schedule 1.1.52 – Permitted Encumbrances

Subject to and in accordance with the provisions of the Subscription Agreement, Permitted Encumbrances shall include:

1. the claims and/or charges relating to the Retained Note;

2. the Administration Charge; and

3. the security interests granted by the Issuer and evidenced by the following filing and registration numbers made pursuant to the *Personal Property Security Act* (Ontario):

Secured Party	**Filing No.**	**Registration No.**	**Collateral Description**
Frank E Burdzy	521400969	20251027 1707 9234 5166	I, E, A, O, MV
		20260312 1451 1590 1162	Renewal
Canadian Imperial Bank of Commerce	761338431	20200401 0901 9234 1092	I, E, A, O, MV
		20200414 1116 9234 1475	Amendment to reflect a change of debtor name pursuant to an amalgamation
		20230524 0955 9234 8158	Amendment to reflect a change in debtor address
		20260508 1557 9234 9434	Cash collateral pledged by the Debtor to the Secured Party pursuant to a cash collateral security agreement dated on or around May 8, 2026.

Schedule 1.1.61 – Retained Contracts

1. The lease agreements in respect of the following premises leased by the Issuer and located at:

   (a) 195 Steinway Boulevard, Etobicoke, Ontario, pursuant to an agreement with Granite Canadian Holdings Limited Partnership, as landlord, and a term from May 11, 2022 to May 31, 2037; and

   (b) 1335 Fewster Drive, Mississauga, Ontario, pursuant to an agreement with 126725 Canada Ltd., as landlord, and a term from April 10, 2026 to April 11, 2031;

2. The following contracts, agreements, arrangement, licenses and/or certificates or registrations with:

   (b) Trenton Cold Storage Inc. in respect of the provision of 3PL warehousing services, 3-year term effective June 1, 2026;

   (c) Trenton Cold Storage Inc. in respect of “Schedule A1” Warehouse Contract and Rate Quotation - Equipment Amendment, 3-year term effective July 27, 2026;

   (d) Everest Freezers Inc. in respect of the provision of 3PL warehousing services, with a term effective July 2, 2026 to December 31, 2026;

   (e) Proactive Supply Chain Solutions Inc. in respect of the provision of 3PL warehousing services, with a three-month term effective July 15, 2026;

   (f) ADP in respect of payroll management services, with a contract effective April, 2021;

   (g) Canada Life in respect of the provision of certain employee benefits with a term effective January 1, 2024;

   (h) Canada Life in respect of the provision of a deferred profit sharing plan, policy no. 7613, effective July 1, 2023;

   (i) Desjardins in respect of the provision of certain employee benefits, with a term effective January 1, 2024;

   (j) Claim Secure in respect of the provision of certain employee benefits, with a term effective January 1, 2024;

   (k) Industrial Alliance in respect of the provision of certain employee benefits, with a term effective May 1, 2026;

   (l) Paychex Inc. in respect of the provision of payroll services, with a contract effective June 7, 2021;

   (m) Paychex TPS in respect of the provision of payroll tax remittance services, with a contract effective June 7, 2021;

   (n) Global MLX Consulting in respect of the provision of regulatory reporting services, with a term effective May 1, 2026 to May 31, 2027;

(o) Navacord Insurance Services Alberta Inc. in respect of the provision of various coverages with a contract date of April 1, 2026;

(p) Asset Purchase Agreement with Marsan Foods ULC (“**Marsan**”) dated May 8, 2026;

(q) Restrictive Covenant Agreement with Marsan dated May 8, 2026;

(r) Escrow Agreement with Marsan dated May 8, 2026;

(s) Transition Services Agreement with Marsan dated May 8, 2026;

(t) Canadian Food Inspection Agency (CFIA) SFFC License No. 4HFXBWXT, valid up to April 12, 2027;

(u) Canadian Food Inspection Agency (CFIA) SFFC License No. 3BYDXHBB;

(v) SQF Certificate of Conformity No. 71649, valid up to January 29, 2027;

(w) FDA Certificate of Registration (2026), bearing registration no. 11775333496;

(x) Certificate of Conformity number 101165 issued by the SQF Institute pursuant to the SQF Food Safety Code;

(y) Letter of Certification from the Kashruth Council of Canada;

(z) Membership with Fruit and Vegetable Dispute Resolution Corporation;

(aa) Costco Canada pricing and terms agreements;

(bb) Cash collateral agreement with Canadian Imperial Bank of Commerce dated May 8, 2026, in respect of a letter of credit issued on the Issuer’s behalf;

(cc) all active customer Contracts currently in existence save and except for any Contracts with the Campbell’s Company; and

(dd) all active supplier Code of Conduct agreements and ancillary documents currently in existence.

EXHIBIT "F"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

Canadian Food Inspection Agency | Agence canadienne d'inspection des aliments

SAFE FOOD FOR CANADIANS ACT
RECORD OF LICENCE

LOI SUR LA SALUBRITÉ DES ALIMENTS AU CANADA
REGISTRE DE LICENCE

Licence Holder: FRESHSTONE BRANDS INC.
195 STEINWAY BLVD, ETOBICOKE, ONTARIO,
M9W6H6, CANADA

Titulaire de licence : FRESHSTONE BRANDS INC.
195 STEINWAY BLVD, ETOBICOKE, ONTARIO,
M9W6H6, CANADA

Licence number: **4HFXBWXT**

Numéro de licence : **4HFXBWXT**

Date of issuance or renewal: **2021-04-12**

Date de délivrance ou renouvellement : **2021-04-12**

Date of expiry: **2027-04-12**

Date d'expiration : **2027-04-12**

This licence is limited to the activities, foods and establishment locations for which it was issued, renewed or amended.

Information on the activities, foods, establishment locations and status of the licence can be provided by the licence holder.

Cette licence est limitée aux activités, aux aliments et aux emplacements des établissements pour lesquels elle a été délivrée, renouvelée ou modifiée.

Des renseignements sur les activités, les aliments, les emplacements des établissements et l'état de la licence peuvent être fournis par le titulaire de la licence.

Canada

EXHIBIT "G"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

Certificate of Conformity

Audit Date
Nov 26, 2025

Next Re-Certification Audit Date
Nov 15, 2026

Date of Decision
Dec 22, 2025

Certificate Expiry Date
Jan 29, 2027

Certificate Number
71649

Certification Type
Unannounced

Freshstone Brands, Inc. DBA Tiffany Gate Foods, Inc.

195 Steinway Blvd. Toronto Ontario M9W 6H6 Canada

Is registered as meeting the requirements of the:

SQF Food Safety Code: Food Manufacturing, Edition 9

Scope of Registration (Food Sector Categories):

20: **Recipe Meals Manufacturing**

Certified Products:

20: **Dressing, Grain, Pasta, Prepared Meals, Protein Salads, Sauce, Soups**

Signed on behalf of
NSF Certification, LLC

Sarah Krol
VP Food Supply Chain

ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17065
PRODUCT CERTIFICATION BODY
#1181

NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

SQF INSTITUTE
One world. One standard.
SQF Institute is a division of FMI.

EXHIBIT "H"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

2026

CERTIFICATE OF REGISTRATION

This certifies that:

Freshstone Brands Inc
195 Steinway Blvd
Etobicoke, ON M9W 6H6
Canada

is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as currently effective on the date hereof by Registrar Corp:

U.S. FDA Registration No.:	**11775333496**
U.S. FDA UFI (DUNS) No.:	**243306076**
U.S. Agent for FDA Communications:	**Registrar Corp** 144 Research Drive, Hampton, Virginia, 23666, USA Telephone: +1-757-224-0177 • Fax: +1-757-224-0179

This certificate affirms that the above stated facility is registered with the U.S. Food and Drug Administration pursuant to the Federal Food Drug and Cosmetic Act, as amended by the Bioterrorism Act of 2002 and the FDA Food Safety Modernization Act, such registration having been verified as effective by Registrar Corp as of the date hereof, and Registrar Corp will confirm that such registration remains effective upon request and presentation of this certificate until December 31, 2026, unless such registration has been terminated after issuance of this certificate. Registrar Corp makes no other representations or warranties, nor does this certificate make any representations or warranties to any person or entity other than the named certificate holder, for whose sole benefit it is issued. Registrar Corp assumes no liability to any person or entity in connection with the foregoing. The U.S. Food and Drug Administration does not issue a certificate of registration, nor does the U.S. Food and Drug Administration recognize a certificate of registration. Registrar Corp is not affiliated with the U.S. Food and Drug Administration.

Registrar Corp

144 Research Drive, Hampton, Virginia, 23666, USA
Telephone: +1-757-224-0177 • Fax: +1-757-224-0179
info@registrarcorp.com • www.registrarcorp.com

David Lennarz
Executive Director
Registrar Corp
Dated: November 16, 2025

Registrar Corp CORPORATE SEAL 2018 DELAWARE

EXHIBIT "I"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:
Shajan Sritharan
9E8534566E3C400...

Commissioner for Taking Affidavits

Canadian Food Inspection Agency | Agence canadienne d'inspection des aliments

SAFE FOOD FOR CANADIANS ACT
RECORD OF LICENCE

Licence Holder: Freshstone Brands Inc.
1335 FEWSTER DR, MISSISSAUGA, ONTARIO, L4W1A2, CANADA

Licence number: **3BYDXHBB**

Date of issuance or renewal: **2025-06-24**

Date of expiry: **2027-06-24**

This licence is limited to the activities, foods and establishment locations for which it was issued, renewed or amended.

Information on the activities, foods, establishment locations and status of the licence can be provided by the licence holder.

LOI SUR LA SALUBRITÉ DES ALIMENTS AU CANADA
REGISTRE DE LICENCE

Titulaire de licence : Freshstone Brands Inc.
1335 FEWSTER DR, MISSISSAUGA, ONTARIO, L4W1A2, CANADA

Numéro de licence : **3BYDXHBB**

Date de délivrance ou renouvellement : **2025-06-24**

Date d'expiration : **2027-06-24**

Cette licence est limitée aux activités, aux aliments et aux emplacements des établissements pour lesquels elle a été délivrée, renouvelée ou modifiée.

Des renseignements sur les activités, les aliments, les emplacements des établissements et l'état de la licence peuvent être fournis par le titulaire de la licence.

Canada

EXHIBIT "J"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

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Commissioner for Taking Affidavits

NSF®

Certificate of Conformity

Audit Date
Oct 17, 2025

Next Re-Certification Audit Date
Nov 14, 2026

Date of Decision
Nov 14, 2025

Certificate Expiry Date
Jan 28, 2027

Certificate Number
101165

Certification Type
Unannounced

Freshstone Brands Inc

1335 Fewster Drive Mississauga Ontario L4W 1A2 Canada

Is registered as meeting the requirements of the:

SQF Food Safety Code: Dietary Supplement Manufacturing, Food Manufacturing, Edition 9

Scope of Registration (Food Sector Categories):

18: Preserved Foods Manufacturing
31: Dietary Supplements Manufacturing

Certified Products:

18: Dips & dressings
31: Vitamin premixes

Signed on behalf of
NSF Certification, LLC

Sarah Krol
VP Food Supply Chain

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17065
PRODUCT CERTIFICATION BODY
#1181

NSF Certification, LLC
789 N. Dixboro Road, Ann Arbor, MI 48105 USA

SQF INSTITUTE
One world. One standard.
SQF Institute is a division of FMI.

EXHIBIT "K"

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

9E8534560F3C400...

Commissioner for Taking Affidavits

Kashruth Council of Canada

LETTER OF CERTIFICATION

The following products manufactured by the company named below are certified kosher with the indicated status and certification requirements.

Freshstone Brands

5063 North Service Road
Suite 103
Burlington, Ontario
L7L 5H6, Canada

Dip-A-Chip

CODE	PRODUCT	STATUS	REQUIRES	UKD ID
701130	Deli Dill Dip	Dairy	COR 27 Dairy	COR808872
701128	French Onion Dip	Dairy	COR 27 Dairy	COR05344
701129	Jalapeno Dip	Dairy	COR 27 Dairy	COR898437

Freshstone Brands

CODE	PRODUCT	STATUS	REQUIRES	UKD ID
101079	Acetic Acid Acidulant	Pareve	COR 27	COR186664
101123	Acidified Diced Cucumber	Pareve	COR 27	COR717639
101078	Acidified Green Pepper	Dairy	COR 27 Dairy	COR605563
701099	Chive Topping Dressing	Dairy	COR 27 Dairy	COR06596
701100	Cream Herring Dressing	Dairy	COR 27 Dairy	COR421302
101080	Lactic Acid 60% Acidulant	Pareve	COR 27	COR445566
701102	Top Sour Dressing	Dairy	COR 27 Dairy	COR37583
701103	Tzatziki Sauce	Dairy	COR 27 Dairy	COR37896
701119	VITAMIN A200 PREMIX	Pareve	COR 27	COR979647
VITAMIN AD	VITAMIN AD PREMIX 291813	Pareve	COR 27	COR4370
Vitamin D	VITAMIN D-NA NON-GMO PREMIX	Pareve	COR 27	COR706927
701234	Vitamin AD #10961PF Premix	Pareve	COR 27	COR818500
701108	Vitamin AD #3390PF Premix	Pareve	COR 27	COR321667
701105	Vitamin AD 10961PF Premix	Pareve	COR 27	COR91755
701131	Vitamin AD 10961PF Premix	Pareve	COR 27	COR790441

Expires: February 28, 2027

Dovid Rosen

RABBI DOVID ROSEN
KASHRUS ADMINISTRATOR

NOTE:
Unauthorized use of the COR symbol is a violation of applicable food labeling statutes and copyright law.

Letter # 68595397
February 26, 2026

EXHIBIT “L”

referred to in the Affidavit of

LEIGH WILSON

Sworn September 11, 2026

Signed by:

Shajan Sritharan

9E8534566F3C400...

Commissioner for Taking Affidavits

DRC | FRUIT AND VEGETABLE DISPUTE RESOLUTION CORPORATION | CORPORATION DE RÈGLEMENT DES DIFFÉRENDS DANS LES FRUITS ET LÉGUMES | CORPORACIÓN DE SOLUCIÓN DE CONTROVERSIAS SOBRE FRUTAS Y HORTALIZAS

July 17, 2026

BY EMAIL & MAIL

Mr. Antoine Geeraerts
Director of Food Safety and Regulatory Management
FRESHSTONE BRANDS INC.
103 - 5063 North Service Rd.
Burlingon, ON
Canada L7L 5H6

Antoine.Geeraerts@freshstonebrands.com
mzenuk@tillridge.com
zmager@tillridge.com
fburdzy@homestyleselectionslp.com
Phyllis.Craig@freshstonebrands.com
Freshstone@deloitte.ca

Dear Mr. Geeraerts:

It is our understanding that FRESHSTONE BRANDS INC. was granted an initial order to commence proceedings under the Companies Creditors Arrangement Act. As a member of the DRC, FRESHSTONE BRANDS INC. is subject to the DRC By-Laws and Operating Rules. While DRC recognizes that all proceedings against FRESHSTONE BRANDS INC. are stayed while it is under the protection of the courts, we do need to advise you that depending on the outcome of this filing, FRESHSTONE BRANDS INC. will be required to post financial security in order to maintain its membership once the stay is lifted.

Should FRESHSTONE BRANDS INC. become a bankrupt company, pursuant to section 3.04 (c) of the DRC by-laws, the membership of FRESHSTONE BRANDS INC. will be automatically terminated upon notice from the President as it would no longer meet the requirements to maintain membership.

More specifically,

Section 3.04 Automatic Termination of Membership

A membership in the Corporation is automatically terminated when:

> *(c) a member fails to comply with or maintain the membership requirements set out in Subsections 2.01 and 2.02;*

Section 2.02: Maintaining Membership

Members must meet and continue to meet the following requirements in order to maintain membership in the Corporation:

> *c) must not have become bankrupt or suspended the payment of debts generally or compounded with creditors or made an authorized assignment or been declared insolvent or made an arrangement under the Companies' Creditors Arrangement Act, R.S., c. C025, s. 1 as amended from time to time, or a proposal under the Bankruptcy and Insolvency Act, R.S. 1985, c. B-3, s. 1; 1992, c. 27, s. 2, as amended from time to time, or made a similar arrangement or proposal or sought protection under any equivalent statute in the United States or Mexico or other country, province, or state;*

Building 75, Central Experimental Farm
960 Carling Avenue, Ottawa, Ontario K1A OC6
t. 613 234 0982 f. 613 234 8036 fvdrc.com

If your membership is terminated, the DRC will make public the termination of FRESHSTONE BRANDS INC., the reason and date of the termination, as well as the names and titles of the responsibly connected persons. The "inactive" status of FRESHSTONE BRANDS INC. and the reason for the termination will be published on the DRC website. The company name, the date of the termination, and the names of the responsibly connected persons for FRESHSTONE BRANDS INC. will also be posted in the list of "sanctioned parties" on the "members only" section of the DRC website. Our records indicate that the responsibly connected persons for FRESHSTONE BRANDS INC. are **Zenuk Mark (Director), Mager Zachary (Director), Frank Burdzy (Director), Leigh Newton (Director), and Homestyle Selections LP.** If this information is not correct, it is incumbent upon you to notify the DRC and provide information to correct the record.

Following termination, members remain liable for claims arising prior to the termination if the claim is submitted to the DRC by way of a Notice of Dispute within nine (9) months from when the claim arose or within nine (9) months from when the claimant ought reasonably to have known of its existence.

Further, please be advised that upon termination from the DRC, the current or future employment of any sanctioned party with another DRC member may be conditional on that member posting financial security.

Pursuant to the *Safe Food for Canadian Regulations* (SFCR) administered by the Canadian Food Inspection Agency (CFIA), Canadians who buy, sell or import fresh fruits and vegetables inter-provincially and internationally are required to be a member of the DRC, unless exempted from the regulations. As such, any changes to the status of a DRC membership will be reported to the CFIA.

We would please ask the Monitor to advise the DRC once the stay is lifted.

Any questions or concerns regarding this matter must be addressed in writing.

Sincerely,

Luc Mougeot
President & CEO

c.c. Shane Connolly, (Monitor) Deloitte Restructuring Inc.

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

Court File No. CL-26-00000265-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF LEIGH WILSON
(RETURNABLE OCTOBER 2, 2026)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
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199 Bay Street
Toronto, Ontario M5L 1B9

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Nick Avis (LSO #76781Q)
Tel: (418) 869-5563
E-mail: navis@stikeman.com

Lawyers for the Applicant

TAB 4

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 2nd
	)	
JUSTICE W.D. BLACK	)	DAY OF OCTOBER, 2026

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 FRESHSTONE BRANDS INC.

WEPPA ORDER

THIS MOTION, made by Freshstone Brands Inc. (the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order declaring that, pursuant to subsection 5(5) of the *Wage Earner Protection Program Act,* S.C. 2005, c 47, s 1 (the "**WEPPA**"), ResidualCo. 2 and AmalCo (each as defined below) are both former employers of the Terminated Employees (as defined below) in accordance with subsection 5(1)(b)(iv) of the WEPPA and meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222 (the "**WEPP Regulations**"), was heard this day by judicial videoconference via Zoom

ON READING the Motion Record of the Company dated September 11, 2026, including the affidavit of Leigh Wilson sworn September 11, 2026 (the "**Second Wilson Affidavit**") and the Exhibits thereto, the Third Report of Deloitte Restructuring Inc., in its capacity as the Court-appointed monitor of the Company (in such capacity, the "**Monitor**"), to be filed, the Approval and Reverse Vestring Order issued by this Court on October 2, 2026 (the "**ARVO**") and on being advised that the parties on the service list prepared by the Company for the purpose of these proceedings, including Employment and Social Development Canada, were given notice of its motion;

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, counsel for the Garrington Financial Services Inc. and counsel for the Mr. Frank Burdzy, and such other counsel listed on the Participant Information Form, no one else appearing for any party;

SERVICE

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

WEPPA DECLARATION

2. **THIS COURT DECLARES THAT** pursuant to subsection 5(5) of the WEPPA, **[●]** Canada Inc. ("**ResidualCo. 2**") and any entity which may result from the amalgamation of ResidualCo. 2 and **[●]** Canada Inc. in accordance with the ARVO ("**AmalCo**"), are both former employers of the Terminated Employees (as defined in the Second Wilson Affidavit) in accordance with subsection 5(1)(b)(iv) of the WEPPA and meet the criteria prescribed by section 3.2 of WEPP Regulations.

GENERAL

3. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

4. **THIS COURT DECLARES** that the Company or the Monitor shall be authorized to apply as they may consider necessary or desirable, with or without notice, to this Court for advice and directions, or to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Company and the Monitor as may be deemed necessary or appropriate for that purpose.

5. **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 Company 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 Company and to the Monitor, as an officer of this Court, as may be necessary or desirable to

give effect to this Order or to assist the Company, the Monitor and their respective agents in carrying out the terms of this 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 FRESHSTONE BRANDS INC.

Court File No.: CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

WEPPA ORDER

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5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

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Lawyers for the Applicant

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

Court File No. CL-26-00000265-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

NOTICE OF MOTION
(RETURNABLE OCTOBER 2, 2026)

STIKEMAN ELLIOTT LLP
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5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

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Lawyers for the Applicant