Deloitte.

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.

SECOND REPORT TO THE COURT SUBMITTED BY DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS MONITOR

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SECTION A - INTRODUCTION

1. On June 9, 2026, Freshstone Brands Inc. (the "**Applicant**") sought and obtained from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") providing for, *inter alia*, a stay of proceedings in favour of the Applicant until June 18, 2026, (the "**Stay Period**") and appointing Deloitte Restructuring Inc. as monitor (in such capacity, the "**Monitor**"). The proceedings commenced by the Applicant under the CCAA will be referred to herein as the "**CCAA Proceedings**".

2. On June 18, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**"), *inter alia* extending the Stay Period to October 16, 2026.

3. Pursuant to the Initial Order and the ARIO, the Court approved a DIP Facility Loan Agreement dated as of June 8, 2026, (the "**DIP Credit Agreement**") between the Applicant, as borrower, and Garrington Financial Services Inc. (in such capacity, the "**DIP Lender**"), pursuant to which the DIP Lender has agreed to advance up to $7 million to the Applicant, subject to the terms and conditions of the DIP Credit Agreement.

4. Also on June 18, 2026, the Court granted the Applicant's motion for an Order (the "**SISP Order**"), *inter alia*:

   (a) Approving the implementation of a sale and investor solicitation process (the "**SISP**") in accordance with the procedures (the "**SISP Procedures**") attached thereto as Schedule A, in which the Applicant will use the Subscription Agreement (as defined below) as the "stalking horse bid" and pursuant to which the Applicant will seek Superior Proposals by the Bid Deadline (each as defined in the SISP Procedures) and, if one or more Qualified Bid is received, conduct an auction to determine the highest and best offer available, all in order to maximize recoveries for the benefit of the stakeholders of the Applicant;

(b) Approving, *nunc pro tunc*, the execution of the agreement dated as of June 12, 2026 (the "**Stalking Horse Agreement**"), between the Applicant, as Issuer, and Mr. Frank Burdzy[1], as the Investor (in such capacity the "**Stalking Horse Bidder**"), and authorizing the use the Stalking Horse Agreement as the "stalking horse bid" in the SISP; and

(c) Authorizing the Applicant to engage GlassRatner Advisory Canada Inc. ("**GR**") as the Applicant's sale advisor (in such capacity, the "**Sale Advisor**") pursuant to the terms of an engagement agreement dated June 5, 2026 (the "**Sale Advisor Engagement Letter**").

5. The purpose of this, the Second Report of the Monitor (the "**Report**") is to provide information on the state of the Applicant's business and financial affairs pursuant to section 23(1)(d)(ii) of the CCAA, in respect of the following:

(a) The activities of the Monitor since the commencement of the CCAA Proceedings;

(b) The Applicant's receipts and disbursements in the period from the commencement of the CCAA Proceedings to August 15, 2026;

(c) The Applicant's revised cash flow forecast for the period August 16 to October 17, 2026 (the "**August 17 Forecast**");

(d) The surrender of various leased premises by the Applicant;

(e) Matters relating to the DIP Credit Agreement;

(f) Certain non-material Minor amendments to the Stalking Horse Agreement; and

[1] Mr. Burdzy is both a secured creditor and the Chief Executive Officer of the Applicant.

(g) The progress of the SISP.

SECTION B - TERMS OF REFERENCE

6. In preparing this Report, the Monitor has relied upon unaudited financial information of the Applicant, the Applicant's books and records, certain financial information prepared by the Applicant and discussions with various parties (the "**Information**").

7. Except as otherwise described in this Report:

   (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *CPA Canada Handbook*; and

   (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the *CPA Canada Handbook*.

8. The Monitor has prepared this Report pursuant to section 23(1)(d)(ii) of the CCAA. It is provided for information purposes only and should not be relied on for any other purpose.

9. Future oriented financial information reported or relied on in preparing this Report is based on the assumptions of the management of the Applicant ("**Management**") regarding future events; actual results may vary from forecast and such variations may be material.

10. Unless otherwise stated, all monetary amounts contained herein are expressed in **Canadian dollars**. Capitalized terms not otherwise defined herein have the meanings given to them in the First Report of the Monitor, the ARIO, the SISP Order or the DIP Credit Agreement, as applicable.

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SECTION C - ACTIVITIES OF THE MONITOR

11. To date, the Applicant, Management and staff have provided the Monitor with their full co-operation and unrestricted access to the Applicant's premises, books and records. The Monitor has implemented procedures for the monitoring of operations, receipts and disbursements.

12. Since the granting of the Initial Order, the Monitor has been assisting the Applicant in its communications with employees, key suppliers, creditors, the DIP Lender and other stakeholders.

13. Employees and key suppliers have generally exhibited a high degree of support and commitment to the ongoing operations, which have continued since the commencement of the CCAA Proceedings. The Monitor has also regularly attended meetings of the Applicant's board of directors (the "**Board**") as an observer.

14. The Monitor has established a case website at www.insolvencies.deloitte.ca/en-ca/freshstone (the "**Monitor's Website**") where relevant information has been posted, together with all Court materials. In addition, the Monitor has set up phone and email "hotlines" (416-607-1477 and freshtone@deloitte.ca) at which parties can contact the Monitor directly.

15. In accordance with paragraph 44 of the Initial Order, the Monitor:

    (a) On June 10, 2026, made the Initial Order publicly available on the Monitor's Website;

    (b) On June 13, 2026, sent a notice to every known creditor, based on the Applicant's books and records, who has a claim against the Applicant of more than $1,000;

(c) On June 13, 2026, posted a list of known creditors, based on the Applicant's books and records, on the Monitor's Website; and

(d) On June 17, 2026, published in the National edition of the Globe and Mail a notice containing the information prescribed under the CCAA.

16. The Monitor has also been overseeing the SISP, including reviewing the Teaser Letter and the contents of the Data Room, assisting in the negotiation of Confidentiality Agreements and participating in discussions with Management, the Sale Advisor and the members of the Board.

SECTION D - RECEIPTS AND DISBURSEMENTS TO AUGUST 15, 2026

17. The Applicant's actual cash flow for the period from the commencement of the CCAA Proceedings to August 15, 2026, as compared to the June 5 Forecast is summarized below:

	Forecast	Actual	Variance
	$000	$000	$000
Receipts	**16,566**	**12,303**	**(4,262)**
Disbursements:			
Vendor payments	(15,139)	(8,656)	6,483
Payroll & benefits	(4,419)	(4,009)	410
Occupancy costs	(1,605)	(474)	1,131
Other operating expenses	(770)	(356)	414
DIP Lender fees & expenses	(180)	(23)	158
Professional fees (incl. HST)	(1,285)	(1,491)	(206)
Net Cash Inflow/(Outflow)	**(6,833)**	**(2,706)**	**4,127**
Beginning Cash Balance	2,950	2,042	(908)
Net Cash Inflow/(Outflow)	(6,833)	(2,706)	4,127
Net DIP draws/(repayments)	4,083	836	(3,247)
Ending Cash Balance	**200**	**173**	**(27)**
Opening DIP Balance	**0**	**0**	**0**
Aggregate DIP draws	4,083	10,948	(6,865)
Aggregate DIP repayments	0	(10,112)	10,112
DIP interest & fees		173	(173)
Closing DIP Balance	**4,083**	**1,009**	**3,074**

18. Explanations for the key variances in actual receipts and disbursements as compared to the June 5 Forecast are as follows:

(a) The adverse variance of approximately $4.3 million in receipts is a permanent variance arising from lower than forecast sales resulting primarily from supply related issues affecting production together with a customer set-off claim;

(b) The favourable variance of approximately $6.5 million is a permanent variance resulting from a combination of lower raw material purchases as a consequence of reduced sale volumes and a reduction in international purchases;

(c) The favourable variance of approximately $0.4 million in payroll and benefits is a permanent variance arising as a result of the reduction in direct labour as a consequence of lower production volumes;

(d) The favourable variance of approximately $1.1 million in occupation costs is a combination of permanent variances in rent and utilities as a result of facility closures and timing variances in respect of utility and property tax payments;

(e) The favourable variance of approximately $0.4 million in other operating expenses is a permanent variance, primarily attributable to lower than forecast capital expenditures; and

(f) The adverse variance of approximately $0.2 million in legal and professional fees is a permanent variance as a result of various matters arising that required a higher level of input from the Monitor and counsel than had been anticipated.

SECTION E - THE AUGUST 17 FORECAST

19. The August 17 Forecast is attached hereto as **Appendix A**. Excluding advances and repayments made under the DIP Facility, the August 17 Forecast shows a net cash outflow of approximately $0.2 million for the period August 16 to October 17, 2026, and is summarized below:

	$000
Receipts	**7,569**
Disbursements:	
Vendor payments	(3,848)
Payroll & benefits	(2,419)
Occupancy costs	(327)
Other operating expenses	(624)
Professional fees (incl. HST)	(557)
Net Cash Inflow/(Outflow)	**(206)**
Beginning Cash Balance	173
Net Cash Inflow/(Outflow)	(206)
Net DIP draw/(repayment)	685
Ending Cash Balance	**652**
Opening DIP Balance	**934**
Aggregate DIP draws	8,004
Aggregate DIP repayments	(7,320)
DIP interest & fees	43
Closing DIP Balance	**1,661**

20. There are no material changes in the key assumptions underlying the August 17 Forecast as compared to the June 5 Forecast. The key changes in the amounts included in the August 17 Forecast as compared to the June 5 Forecast are the following:

(a) A reduction in forecast receipts as a result of the discontinuance of certain customer relationships and a reduced level of forecast demand;

(b) A reduction in vendor payments as a result of the reduction in the level of forecast production from the lower level of forecast sales; and

(c) A reduction in payroll & benefits primarily as a result of the lower production requiring lower levels of direct labour.

SECTION F - SURRENDER OF LEASED PREMISES

21. As noted in the affidavit of Mr. Frank Burdzy, Chief Executive Officer of the Applicant, sworn June 8, 2026, in support of the Initial Application (the "**Burdzy Initial Affidavit**"), the Applicant had previously operated out of seven leased premises. The landlords for four of those premises had terminated the leases prior to the commencement of the CCAA Proceedings. A fifth lease expired in accordance with its terms on July 31, 2026[2], and was not renewed.

22. The Applicant removed various assets that were required for future use in the business or were considered to have value sufficient to justify removal from these five premises and has now surrendered each of the five premises to the relevant landlord, with any remaining assets at those premises being abandoned to the landlords.

23. As a result, the Applicant is now operating from only the Steinway Facility and the Mississauga Facility (each as defined in the Burdzy Initial Affidavit) and is using a third-party logistics provider (the "**3PL**") for warehousing and other logistics.

SECTION G - THE DIP CREDIT AGREEMENT

24. An Event of Default under the DIP Credit Agreement occurred on or around July 10, 2026, as a consequence of the Applicant being outside the Permitted Variance for the two consecutive one-week Cash Flow Variance Reports, being the weekly reporting periods ending June 26, 2026, and July 3, 2026 (the "**July 10 Default**").

[2] The lease term was originally to June 30, 2026, but was extended for one month to allow the Applicant to complete the removal of assets from the building.

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25. Pursuant to a letter dated July 16, 2026 (the "**July 16 Waiver Letter**"), the DIP Lender waived the July 10 Default and agreed that it would not exercise any remedies available to it under the DIP Credit Agreement solely as a result of the July 10 Default. A copy of the July 16 Waiver Letter is attached hereto as **Appendix B**.

26. The DIP Credit Agreement was amended pursuant to the First Amendment to the Dip Facility Loan Agreement dated as of July 20, 2026 (the "**First DIP Amendment**"). Pursuant to the First DIP Amendment, "Friday" was changed to "Saturday" for reporting purposes and Schedule H to the DIP Credit Agreement was amended to reflect the surrender of the five leased premises and the use of the 3PL. A copy of the First DIP Amendment is attached hereto as **Appendix C**.

SECTION H - THE STALKING HORSE AGREEMENT

27. Paragraph 6 of the SISP Order contemplates that non-material amendments may be made to the Stalking Horse Agreement with the approval of the Monitor. Since the granting of the SISP Order, three such non-material amendments have been made. Capitalized terms used in this section of the Report not otherwise defined are as defined in the Stalking Horse Agreement.

28. Pursuant to Section 4.1 of the Stalking Horse Agreement, the Stalking Horse Bidder had until July 15, 2026, to designate any additional asset as an Excluded Asset and any additional Contract as an Excluded Contract. Pursuant to Section 6.5 of the Stalking Horse Agreement, the Stalking Horse Bidder had until July 15, 2026, to designate any additional Employee Plan as an Excluded Employee Plan. Pursuant to the First Amendment to the Stalking Horse Agreement dated as of July 15, 2026, the July 15 deadline was extended to July 28, 2026. A copy of the First Amendment to the Stalking Horse Agreement is attached hereto as **Appendix D**.

29. Pursuant to the Second Amendment to the Stalking Horse Agreement dated as of July 28, 2026, the deadline for the designation of Excluded Contracts was further extended to August 4, 2026. A copy of the Second Amendment to the Stalking Horse Agreement is attached hereto as **Appendix E**.

30. Subsequently, pursuant to the Third Amendment to the Stalking Horse Agreement dated as of August 14, 2026, the Stalking Horse Agreement was amended to provide that only those Contracts designated as Retained Contracts would be retained on Closing and all other Contracts would be Excluded Contracts. This change does not affect the fundamentals of the transaction but was agreed to between the Stalking Horse Bidder and the Applicant, with the consent of the Monitor, in order to simplify the finalization of the relevant schedules to the Stalking Horse Agreement. A copy of the Third Amendment to the Stalking Horse Agreement is attached hereto as **Appendix F**.

SECTION I - PROGRESS OF THE SISP

31. The Applicant, with the assistance of the Sale Advisor and under the supervision of the Monitor, have been conducting the SISP. Pursuant to the SISP Procedures, 139 Prospective Bidders were provided with a copy of the Teaser Letter and invited to participate in the SISP. Of these, 27 executed a Confidentiality Agreement and were provided access to the Data Room.

32. The LOI Deadline was 5:00 p.m. Toronto time on August 14, 2026. No LOIs were received either prior to or after the LOI Deadline. As a result, and in accordance with paragraph 17 of the SISP Procedures, the Stalking Horse Agreement has been declared the Successful Bid and the Applicant will as soon as reasonably practicable file a motion with the Court on notice to the Service List for approval of the Stalking Horse Agreement (the "**Approval Motion**").

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33. The Monitor will file a separate report in connection with the Approval Motion in due course.

The Monitor respectfully submits to the Court this, its Second Report.

Dated this 19th day of August, 2026.

Deloitte Restructuring Inc.
In its capacity as Monitor of
Freshstone Brands Inc.
and not in its personal or corporate capacity

Per: Nigel D. Meakin
Senior Vice President

Deloitte.

APPENDIX A

The August 17 Forecast

Freshstone Brands Inc.
9-Week Cash-Flow Forecast
For the Period August 16, 2026 to October 17, 2026
(CAD, in $000's, Unaudited)

Cash Flow Week		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Forecast
Week Ending		22-Aug-26	29-Aug-26	5-Sep-26	12-Sep-26	19-Sep-26	26-Sep-26	3-Oct-26	10-Oct-26	17-Oct-26	Total
	Notes										
Receipts											
Customer Receipts	2	965	903	818	797	812	715	720	856	733	**7,319**
Other Receipts		-	-	-	-	-	250	-	-	-	**250**
Total Receipts		**965**	**903**	**818**	**797**	**812**	**965**	**720**	**856**	**733**	**7,569**
Operating Disbursements											
Vendor Payments	3	(864)	(536)	(348)	(149)	(454)	(476)	(433)	(54)	(534)	**(3,848)**
Payroll & Benefits	4	(1)	(591)	(7)	(615)	(1)	(596)	(7)	(600)	(1)	**(2,419)**
Occupancy Costs	5	-	-	(171)	-	(52)	-	(52)	-	(52)	**(327)**
Operating Expenses	6	(93)	(50)	(125)	(10)	(118)	(30)	(94)	(10)	(94)	**(624)**
Total Operating Disbursements		**(958)**	**(1,177)**	**(651)**	**(774)**	**(625)**	**(1,102)**	**(586)**	**(664)**	**(681)**	**(7,218)**
Operating Cash Flow		**7**	**(274)**	**167**	**23**	**187**	**(137)**	**134**	**192**	**52**	**351**
Non-Operating Disbursements											
Professional Fees - Restructuring	7	(107)	(100)	(75)	(50)	(50)	(25)	(25)	(75)	(50)	**(557)**
Total Restructuring Costs		**(107)**	**(100)**	**(75)**	**(50)**	**(50)**	**(25)**	**(25)**	**(75)**	**(50)**	**(557)**
Total Disbursements		**(1,065)**	**(1,277)**	**(726)**	**(824)**	**(675)**	**(1,127)**	**(611)**	**(739)**	**(731)**	**(7,775)**
Net Cash Flow		**(100)**	**(374)**	**92**	**(27)**	**137**	**(162)**	**109**	**117**	**2**	**(206)**
Customer Receipts Swept	8	(965)	(903)	(818)	(797)	(812)	(715)	(720)	(856)	(733)	**(7,319)**
Total Net Cash Flow		**(1,065)**	**(1,277)**	**(726)**	**(824)**	**(675)**	**(877)**	**(611)**	**(739)**	**(731)**	**(7,525)**
Opening Cash Balance		**173**	**901**	**51**	**651**	**52**	**652**	**52**	**652**	**52**	**173**
Net Cash Flow		(1,065)	(1,277)	(726)	(824)	(675)	(877)	(611)	(739)	(731)	**(7,525)**
DIP Drawdown / (Repayment)	9	1,793	427	1,326	225	1,275	277	1,211	139	1,331	**8,004**
Closing Cash Balance / (Deficit)		**901**	**51**	**651**	**52**	**652**	**52**	**652**	**52**	**652**	**652**
Borrowing Base Calculation	10										
Opening DIP Facility Balance		934	1,762	1,285	1,814	1,241	1,704	1,267	1,780	1,063	**934**
DIP Interest & Fees		-	-	20	-	-	-	22	-	-	**42**
DIP Facility Draw		1,793	427	1,326	225	1,275	277	1,211	139	1,331	**8,004**
DIP Facility Balance Before Sweep		**2,727**	**2,189**	**2,631**	**2,039**	**2,516**	**1,981**	**2,500**	**1,919**	**2,394**	**8,980**
DIP Facility Repayment		(965)	(903)	(818)	(797)	(812)	(715)	(720)	(856)	(733)	**(7,319)**
Ending DIP Facility Balance		**1,762**	**1,286**	**1,813**	**1,242**	**1,704**	**1,266**	**1,780**	**1,063**	**1,661**	**1,661**
Borrowing Base Availability		**2,727**	**2,199**	**2,637**	**2,044**	**2,521**	**1,987**	**2,505**	**1,924**	**2,416**	
Excess Availability / (Shortfall)		**965**	**913**	**824**	**802**	**817**	**721**	**725**	**861**	**755**	
Excess Availability / (Shortfall) - Before Sweep	*11*	***0***	***10***	***6***	***5***	***5***	***6***	***5***	***5***	***22***	

Notes

(1) The cash flow forecast (the "**Forecast**") has been prepared by management for the purpose of estimating Freshstone Brands Inc.'s (the "**Company**") projected liquidity requirements for the period from August 16, 2026 to October 17, 2026 (the "**Forecast Period**"). The Forecast is presented in Canadian dollars.

(2) Customer Receipts are based on past performance and anticipated customer orders.
(3) Vendor Payments reflects estimated cash outflows related to the purchase and transportation of inventory necessary to support ongoing operations.
(4) Payroll & Benefits includes salaries, wages, remittances, employee benefits and taxes for salaried and hourly employees across the Company's facilities.
(5) Occupancy Costs reflects post-filing rent for the expected period of occupation of leased premises.
(6) Operating Expenses includes other general operational expenses.
(7) Professional Fees - Restructuring includes legal and financial advisors associated with the CCAA proceedings and are based on estimates provided by the advisors.
(8) Customer Receipts Swept represents forecast customer collections required to be remitted to Garrington Financial Services Inc. ("**Garrington**") in accordance with the terms of the DIP financing agreement between Garrington and the Company (the "**DIP Agreement**"). This amount excludes any Excluded Funds, as defined in the DIP Agreement.

(9) DIP Advances / Repayments reflect the Company's expected funding needs and capacity to repay amounts drawn under the DIP facility, pursuant to the DIP Agreement, while maintaining a minimum cash balance of $50,000 throughout the Forecast Period.

(10) Forecast Borrowing Base Availability has been calculated in accordance with the borrowing base provisions and other applicable terms of the DIP Agreement and reflects management's estimate of amounts available to be drawn under the DIP facility during the Forecast Period.

(11) Pursuant to the DIP Agreement, borrowing base availability is calculated at the beginning of each week, prior to the sweep of that week's customer receipts to Garrington. As a result, excess borrowing base availability does not reach the maximum borrowing capacity available under the DIP facility.

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APPENDIX B

The July 16 Waiver Letter

GARRINGTON
FINANCIAL SERVICES

Garrington Financial Services Inc.
5075 Yonge Street, Suite 700
Toronto, ON M2N 6C6
416-222-5599

July 16, 2026

Freshstone Brands Inc.
Attention: Frank Burdzy and Leigh Wilson

Re: Waiver of Event of Default under DIP Facility Loan Agreement dated as of June 8, 2026 between Freshstone Brands Inc. (the "Borrower") and Garrington Financial Services Inc. (the "DIP Lender"), as amended by the first amendment dated July 2026 (the "DIP Loan Agreement").

Dear Sirs/Mesdames:

Capitalized terms used but not otherwise defined in this letter have the meanings given to them in the DIP Loan Agreement.

The DIP Lender acknowledges receipt of the Borrower's Cash Flow Variance Reports for the weekly reporting periods ending June 26, 2026 and July 3, 2026.

Based on such Cash Flow Variance Reports, the Borrower was outside the Permitted Variance for two consecutive one-week reporting periods, which constitutes an Event of Default pursuant to Section 27(w) of the DIP Loan Agreement (the "**Specified Default**").

1. Limited Waiver

This waiver (the "**Waiver Letter**") is given by the DIP Lender in accordance with Section 36 of the DIP Loan Agreement. Subject to the terms and conditions of this Waiver Letter, the DIP Lender hereby waives the Specified Default and agrees that it will not exercise any remedies available to it under the DIP Loan Agreement solely as a result of the Specified Default.

This waiver is strictly limited to the Specified Default and shall not be construed as, and shall not constitute:

(a) a waiver of any other Default or Event of Default, whether now existing or arising in the future, under Section 27(w) or any other provision of the DIP Loan Agreement, including any future failure of the Borrower to remain within the Permitted Variance; or

(b) a waiver of any right or remedy of the DIP Lender in respect of any other Default or Event of Default, whether now existing or hereafter arising.

This waiver shall not prejudice, limit or otherwise affect any rights, powers, privileges or remedies of the DIP Lender under the DIP Loan Agreement or any related documents in respect of any other matter.

2. Conditions to Waiver

This waiver is conditional upon, and shall be of no force or effect unless and until, each of the following conditions is satisfied to the satisfaction of the DIP Lender, acting reasonably:

(a) Revised Reporting Cadence. The Borrower shall deliver to the DIP Lender, in addition to the weekly Cash Flow Variance Reports required under Section 13, such supplemental variance updates and additional detail as the DIP Lender may reasonably request from time to time, in form and substance satisfactory to the DIP Lender, acting reasonably, until such time as the DIP Lender advises otherwise in writing;

Garrington Financial Services Inc.
5075 Yonge Street, Suite 700
Toronto, ON M2N 6C6
416-222-5599

(b) No Other Default. No other Default or Event of Default shall have occurred and be continuing as of the date of this Waiver Letter (other than the Specified Default); and

(c) Acknowledgement. The Borrower shall countersign this Waiver Letter to confirm its agreement to the terms hereof.

3. Reservation of Rights

Except as expressly set out in this Waiver Letter, nothing herein shall be construed as a waiver, amendment or modification of any other term or condition of the DIP Loan Agreement, and all other terms and conditions of the DIP Loan Agreement remain in full force and effect. The DIP Lender expressly reserves all of its rights and remedies under the DIP Loan Agreement, the Court Orders and applicable law, except as and to the extent expressly waived herein.

4. Governing Law

This Waiver Letter shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Please countersign and return a copy of this Waiver Letter to confirm the Borrower's agreement to the foregoing.

Yours truly,

GARRINGTON FINANCIAL SERVICES INC.

Per: ______________________________

Name: Tammy Kemp

Title: President

Acknowledged and agreed:

FRESHSTONE BRANDS INC.

Per: ______________________________

Name: Frank Burdzy

Title: Chief Executive Officer

APPENDIX C

The First DIP Amendment

FIRST AMENDMENT TO DIP FACILITY LOAN AGREEMENT

THIS FIRST AMENDMENT (this "**Amendment**") is made as of July 20, 2026, and is entered into among Freshstone Brands Inc., as borrower (the "**Borrower**") and Garrington Financial Services Inc., as lender (the "**DIP Lender**").

RECITALS:

A. Reference is made to the DIP facility loan agreement dated as of June 8, 2026 between the Borrower and the DIP Lender (as the same may be further extended, renewed, amended, supplemented, restated or otherwise modified from time to time, the "**DIP Loan Agreement**") pursuant to which the DIP Lender agreed to provide the DIP Facility to the Borrower;

B. The Borrower and the DIP Lender have agreed to amend the DIP Loan Agreement pursuant to the terms hereof; and

C. Capitalized terms used and not defined herein shall have the meanings given to such terms in the DIP Loan Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Amendments**. The following amendments are hereby made to the DIP Loan Agreement:

   (a) Section 13 of the DIP Loan Agreement is hereby amended by deleting the reference to "prior Friday" appearing in clause (b) therein and replacing it with a reference to "prior Saturday".

   (b) Section 14 of the DIP Loan Agreement is hereby amended by deleting the reference to "Friday of the previous week" appearing therein and replacing it with a reference to "Saturday of the previous week".

   (c) Schedule H of the DIP Loan Agreement is hereby amended by deleting it in its entirety and is hereby replaced with the Schedule H attached at Exhibit 'A' hereto.

2. **General**.

   (a) Effect of Amendments. All terms and conditions of the DIP Loan Agreement and all related documents shall remain in full force and effect unless, and only to the extent, specifically amended pursuant to the terms of this Amendment, and all such documents are hereby ratified and confirmed. The DIP Loan Agreement and all related documents shall be read and construed throughout so as to incorporate the applicable provisions of this Amendment.

   (b) No Waiver. Except as expressly set out herein, nothing contained in this Amendment shall be construed or interpreted or is intended as a waiver of any rights, powers, privileges or remedies that the DIP Lender have or may have under the DIP Loan Agreement and all related documents.

(c) Severability. Any provision in this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) Governing Law. This Amendment shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. The parties hereby attorn and submit to the non-exclusive jurisdiction of the Court.

(e) Counterparts. This Amendment may be executed in any number of counterparts and delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

(f) English Language: The parties hereto confirm that this Amendment and all related documents have been drawn up in the English language at their request. *Les parties aux présentes confirment que le présent acte et tous les documents y relatifs furent rédigés en anglais à leur demande.*

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

DIP LENDER:

GARRINGTON FINANCIAL SERVICES INC.

Per: Tammy Kemp
Name: Tammy Kemp
Title: President

BORROWER:

FRESHSTONE BRANDS INC.

Per: ______________________________
Name: Frank Burdzy
Title: CEO

Exhibit A
Schedule H

(see attached)

Deloitte.

APPENDIX D

The First Amendment to the Stalking Horse Agreement

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

Deloitte.

APPENDIX E

The Second Amendment to the Stalking Horse Agreement

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

27E820AD8B53409...

Name: Leigh Wilson
Title: Chief Development Officer

INVESTOR:

FRANK BURDZY

APPENDIX F

The Third Amendment to the Stalking Horse Agreement

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:

Leigh Wilson

Per: 27E820AD8B53409...

Name: Leigh Wilson

Title: Chief Development Officer

INVESTOR:

DocuSigned by:

FF67EE5194A496...

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.

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

SECOND REPORT OF THE MONITOR

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, Canada M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: (416) 862-4908
E-mail: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: (416) 862-4932
E-mail: tsun@osler.com

Lawyers for the Monitor