

District of Ontario Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, C.  
B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO  
INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

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**SUPPLEMENTAL MOTION RECORD  
(Returnable May 2, 2024)**

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May 1, 2024

**AIRD & BERLIS LLP**  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO # 61044N)  
Tel: (416)-865-3406  
Email: kplunkett@airdberlis.com

**Miranda Spence** (LSO # 60621M)  
Tel: (416)865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho** (LSO # 68439N)  
Tel: (416)637-7980  
Email: aho@airdberlis.com

*Lawyers for KPMG Inc., in its Capacity as  
Proposal Trustee*

**TO SERVICE LIST**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO  
INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

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**Court File No.: BK-24-03051650-0031**  
**Estate File Nos: 31-3051650**

**ORGANIC GARAGE (CANADA) LTD. ET AL**

**SUPPLEMENTARY THIRD REPORT OF KPMG INC.,  
IN ITS CAPACITY AS PROPOSAL TRUSTEE**

**May 1, 2024**

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**Court File No.: BK-24-03051650-0031**  
**Estate File Nos: 31-3051650**

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
ORGANIC GARAGE (CANADA) LTD, 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**SUPPLEMENTARY THIRD REPORT OF KPMG INC.  
IN ITS CAPACITY AS PROPOSAL TRUSTEE**

**May 1, 2024**

## I. INTRODUCTION

1. On March 5, 2024 (the “**Filing Date**”), Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc. (“**Junction LeaseCo**”), 2347018 Ontario Inc. (“**Bathurst LeaseCo**”), 2507158 Ontario Inc. (“**Oakville LeaseCo**”) and 2581751 Ontario Inc. (“**Liberty LeaseCo**” and together with Organic Garage, Junction LeaseCo, Bathurst LeaseCo and Oakville LeaseCo, the “**Debtors**”) each filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. B.-3, as amended (the “**BIA**”). KPMG Inc. (“**KPMG**”) was appointed as proposal trustee (in such capacity, the “**Proposal Trustee**”) in each of the NOI proceedings.
2. On April 23, 2024, the Proposal Trustee filed its third report (the “**Third Report**”) with the Court in connection with a motion returnable on May 2, 2024 seeking approval of, among other things:
  - (a) a transaction (the “**Liberty Transaction**”) between 1000858769 Ontario Inc. (“**769 Ontario**”), as purchaser, and Organic Garage and Liberty LeaseCo (together in such capacity, the “**Liberty Vendors**”), as vendors, for sale of the Liberty Purchased Assets (as defined herein), pursuant to an asset purchase agreement dated April 16, 2024 between 769 Ontario and the Liberty Vendors (the “**Liberty APA**”);
  - (b) a transaction (the “**Junction Transaction**”) between Junction Road Nominee Inc. (the “**Junction Nominee**”), as purchaser, and Organic Garage and Junction LeaseCo (together in such capacity, the “**Junction Vendors**”), as vendors, for the sale of the Junction Purchased Assets (as defined herein) pursuant to an asset purchase agreement dated April 19, 2024 between the Junction Nominee and the Junction Vendors (the “**Junction APA**”); and
  - (c) a transaction (the “**OG Transaction**”) between MAAB, as purchaser, and Organic Garage, Bathurst LeaseCo and Oakville LeaseCo (together in such capacity, the “**OG Vendors**”), as vendors, for the sale of the OG Purchased Assets (as defined herein) pursuant to an asset purchase agreement dated April 14, 2024 between MAAB and the OG Vendors (the “**OG APA**”).
3. A copy of the Third Report (without appendices) is attached hereto as **Appendix “A”**.

## II. PURPOSE OF REPORT

4. This report (the “**Supplementary Third Report**”) is filed by the Proposal Trustee to update the Court on certain matters related to the Liberty Transaction and the OG Transaction that occurred since the date of the Third Report and to address certain issues and/or opposition raised in the Responding Motion Record of Tobias Ihde dated May 1, 2024, a creditor of Oragin Foods Inc. (“**Oragin**”).

## III. TERMS OF REFERENCE

5. In preparing this Supplementary Third Report, KPMG has relied on information and documents provided by the Debtors and their advisors, including unaudited financial information, the Debtors’ books and records, and discussions with the Debtors’ representatives and their legal counsel (collectively, the “**Information**”). In accordance with industry practice, except as otherwise described in the Supplementary Third Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“**GAAS**”) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
6. Capitalized terms not otherwise defined herein are as defined in the Third Report.
7. Materials filed in these NOI proceedings will be made available by KPMG on its website for this case at: [kpmg.com/ca/organicgarage](http://kpmg.com/ca/organicgarage) (the “**Case Website**”).
8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

## IV. UPDATE ON SALE TRANSACTIONS

### Liberty Transaction

9. As noted in the Third Report, the Liberty Purchased Assets included an itemized listing of equipment to be conveyed to 769 Ontario on Closing, which listing was included as a schedule (“**Schedule D**”) to the Liberty APA. Subsequent to the filing of the Third Report, Organic Garage discovered that two (2) of the items (the “**Rented Chattels**”) included on Schedule D were not the Debtors’ property as they were rented from a third-party under a supply and maintenance contract.

10. On April 29, 2024, 769 Ontario and the Liberty Vendors agreed to the first amendment to the Liberty APA (the “**First Amendment**”) that deleted the Rental Chattels from Schedule D. There were no changes to the Purchase Price under the Liberty APA or any other material terms of the Liberty Transaction. Attached hereto as **Appendix “B”** is a copy of the First Amendment.

### **OG Transaction**

11. As noted in the Third Report, MAAB was the Successful Bidder (as defined in the Bidding Procedures) for the OG Purchased Assets. On April 30, counsel to MAAB advised the Proposal Trustee that MAAB required some changes to the closing structure of the OG Transaction such that MAAB would assign its interests in the OG APA to its subsidiary, Organic Garage Holdings Ltd. (the “**OG Holdings**”).
12. The Proposal Trustee notes that Section 10.8 (a) of the OG APA contemplates that MAAB is entitled to, prior to the issuance of the OG Approval and Vesting Order, if granted, assign or transfer its rights to the OG APA, in whole or in part, without the prior written consent of the OG Vendors or the Proposal Trustee, provided that: (i) such assignee is a related party or subsidiary of MAAB; (ii) MAAB provides prior notice of such assignment to the OG Vendors and the Proposal Trustee; and (iii) such assignee agrees to be bound by the terms of the OG APA, provided that such assignment shall not relieve MAAB of its obligations hereunder.
13. On May 1, 2024, counsel to MAAB provided the OG Vendors and Proposal Trustee with an executed copy of the assignment and assumption agreement dated April 30, 2024 between MAAB and OG Holdings, a copy of which is attached hereto as **Appendix “C”**.
14. The Proposal Trustee is of the view the assignment to OG Holdings is consistent with the terms of the OG APA. The proposed form of the approval and vesting order has been revised to reflect such assignment.

### **PPSA Registrations**

15. Organic Garage has a limited number of creditors with registered security interests in the personal property registration system, certain of which appear to relate to leasing parties or vendors with amounts owing relating to pre-filing goods and/or services. These parties have been provided with notice of the motion returnable on May 2, 2024.

16. One party is in the process of retrieving its leased equipment that is not subject to the Liberty Transaction or the Junction Transaction. The Proposal Trustee is of the view that the other registrations can be addressed as part of the distributions through the bankruptcy proceedings.

### **Responding Record of Tobias Ihde**

17. On May 1, 2024, counsel to Tobias Ihde provided responding motion materials in opposition to certain of the relief being sought by the Proposal Trustee. Mr. Ihde is the holder of a Convertible Debenture issued by Oragin, the parent company of Organic Garage.
18. As noted in the Second Report, the Court had issued a Bankruptcy Order against Oragin on March 25, 2024. Zeifman Partners Inc. was appointed bankruptcy trustee of the estate of Oragin (in such capacity, the “**Oragin Trustee**”).
19. In his materials, Mr. Ihde makes a number of statements and allegations. Further, he takes the position that he or Oragin’s trustee should have had input into the sale of the Debtors’ assets.
20. The Proposal Trustee disagrees with the misplaced allegations and statements made by Mr. Ihde about the conduct of the Proposal Trustee, none of which are accurate or supported by the facts.
21. In particular, Mr. Ihde’s counsel attended the hearing at which the terms of proposed sales process was heard. As indicated in Mr. Ihde’s affidavit, an adjournment request made by his counsel was denied and the order approving the sales process was granted by this Court. Her Honour Justice Steele indicated in her Endorsement that the adjournment request would be denied for, amongst other reasons, that the “*Debenture Holders are creditors of PublicCo, not the Companies*”. In other words, Justice Steele made the finding that Mr. Ihde is a creditor of Oragin, not the Debtors that are subject to the within proceedings. This finding remains accurate. A copy of the endorsement and order of Justice Steele is attached as **Appendix “D”**.
22. Mr. Ihde executed an NDA and participated in the Sales Process.
23. Further, the Proposal Trustee has been in communications with the Oragin Trustee regarding these proceedings, including the SSP. These include:
  - (a) On April 1, 2024, the Proposal Trustee responded to questions from the Oragin Trustee. A copy of Zeifman’s email and the response from the Proposal Trustee (with attachments omitted) is attached as **Appendix “E”**;

- (b) On April 4, 2024, the Proposal Trustee provided the Oragin Trustee with the index from the virtual data room for the SSP. A copy of that email (with the attachment omitted) is attached as **Appendix “F”**;
- (c) On the same day, the Proposal Trustee also provided the Oragin Trustee with a copy of the buyers list used in the SSP. A copy of that email (with the attachment omitted) is attached as **Appendix “G”**; and
- (d) On April 23, 2024, the Proposal Trustee responded to additional letters from the Oragin Trustee, copies of which (without attachments) are attached as **Appendix “H”**. In particular, the Proposal Trustee advised that with respect to any claim that Oragin may have in the Debtors’ proposal proceedings, it is expected that Oragin would file a proof of claim when it is required to do so. A copy of this letter is attached as **Appendix “I”**.

All of which is respectfully submitted on this 1<sup>st</sup> day of May 2024.

**KPMG Inc.**  
**in its capacity as Proposal Trustee of**  
**Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc.**  
**and 2581751 Ontario Inc.**  
**and not in its personal capacity**

Per



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**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President



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**Tahreem Fatima**  
**CPA**  
Manager

# APPENDIX “A”

**Court File No.: BK-24-03051650-0031**  
**Estate File Nos: 31-3051650**

**ORGANIC GARAGE (CANADA) LTD. ET AL**

**THIRD REPORT OF KPMG INC.,  
IN ITS CAPACITY AS PROPOSAL TRUSTEE**

**April 23, 2024**

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**APPENDIX "C"** – BIDDING PROCEDURES

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**APPENDIX "G"** – AFFIDAVIT OF PRITESH PATEL, SWORN APRIL 23, 2024 RE: FEES OF KPMG INC.

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**Court File No.: BK-24-03051650-0031**  
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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
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ORGANIC GARAGE (CANADA) LTD, 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**THIRD REPORT OF KPMG INC.**  
**IN ITS CAPACITY AS PROPOSAL TRUSTEE**

**April 23, 2024**

## I. INTRODUCTION

1. On March 5, 2024 (the “**Filing Date**”), Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc. (“**Junction LeaseCo**”), 2347018 Ontario Inc. (“**Bathurst LeaseCo**”), 2507158 Ontario Inc. (“**Oakville LeaseCo**”) and 2581751 Ontario Inc. (“**Liberty LeaseCo**” and together with Organic Garage, Junction LeaseCo, Bathurst LeaseCo and Oakville LeaseCo, the “**Debtors**”) each filed a Notice of Intention to Make a Proposal (the “**NOI**”) pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) R.S.C. 1985, c. B.-3, as amended (the “**BIA**”). KPMG Inc. (“**KPMG**”) was appointed as proposal trustee (in such capacity, the “**Proposal Trustee**”) in each of the NOI proceedings.
2. On March 14, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an order (the “**SSP Order**”) approving, among other things:
  - (a) an Asset Purchase Agreement dated March 7, 2024 (the “**Stalking Horse APA**”) between each of Organic Garage, Bathurst LeaseCo, Oakville LeaseCo, and Liberty LeaseCo, as vendors, and MAAB Global Ltd. (“**MAAB**” or the “**Stalking Horse Bidder**”), as purchaser, to act as the stalking horse sale transaction (the “**Stalking Horse Bid**”) in the proposed sale and solicitation process (the “**SSP**”);
  - (b) the SSP to be carried out by the Proposal Trustee, including the bidding procedures (the “**Bidding Procedures**”) to be used in connection therewith;
  - (c) the key employee retention plan (the “**KERP**”) extended by Organic Garage to certain senior management personnel;
  - (d) the procedural consolidation of the proposal proceedings in respect of each of the Debtors to continue under the Estate No. 31-3051650; and
  - (e) an extension of the time by which the Debtors have to file a proposal pursuant to section 62(1) of the BIA to April 30, 2024.
3. To date, the Proposal Trustee has filed two (2) reports with this Court in respect of the NOI proceedings:

- (a) a first report dated March 11, 2024 (the “**First Report**”), which, among other things, provided background information on the Debtors, the Stalking Horse APA and the SSP, and is attached hereto (without appendices) as **Appendix “A”**; and
- (b) a second report with the Court dated April 19, 2024 (the “**Second Report**”) in connection with the Debtors’ motion returnable on April 26, 2024 for an order extending the time to file a proposal to May 17, 2024 (the “**Second Extension**”). A copy of the Second Report, which among other things, provided a summary of the results of the SSP, is attached hereto (without appendices) as **Appendix “B”**.

## **II. PURPOSE OF REPORT**

- 4. The purpose of this report (the “**Third Report**”) is to provide the Court with information pertaining to:
  - (a) the activities of the Proposal Trustee since the date of the Second Report;
  - (b) the three (3) proposed transactions (the “**Transactions**”) that resulted from the SSP, which are as follows:
    - (i) a transaction (the “**Liberty Transaction**”) between 1000858769 Ontario Inc. (“**769 Ontario**”), as purchaser, and Organic Garage and Liberty LeaseCo (together in such capacity, the “**Liberty Vendors**”), as vendors, for sale of the Liberty Purchased Assets (as defined herein), pursuant to an asset purchase agreement dated April 16, 2024 between 769 Ontario and the Liberty Vendors (the “**Liberty APA**”);
    - (ii) a transaction (the “**Junction Transaction**”) between Junction Road Nominee Inc. (the “**Junction Nominee**”), as purchaser, and Organic Garage and Junction LeaseCo (together in such capacity, the “**Junction Vendors**”), as vendors, for the sale of the Junction Purchased Assets (as defined herein) pursuant to an asset purchase agreement dated April 19, 2024 between the Junction Nominee and the Junction Vendors (the “**Junction APA**”); and
    - (iii) a transaction (the “**OG Transaction**”) between MAAB, as purchaser, and Organic Garage, Bathurst LeaseCo and Oakville LeaseCo (together in such capacity, the “**OG Vendors**”), as vendors, for the sale of the OG Purchased Assets (as defined herein)

pursuant to an asset purchase agreement dated April 14, 2024 between MAAB and the OG Vendors (the “**OG APA**”).

- (c) the remaining matters to be completed in these NOI proceedings;
- (d) the fees of the Proposal Trustee and its counsel, Aird & Berlis LLP (“**Aird & Berlis**”), for the period from February 15, 2024 to April 19, 2024, and the Proposal Trustee’s estimate of professional fees and disbursements, including those of its counsel, required to complete the administration of these NOI proceedings (the “**Remaining Fees and Disbursements**”); and
- (e) the Proposal Trustee’s recommendation that this Court:
  - (i) make orders approving, among other things:
    - A. the Liberty Transaction, and authorizing and directing the Liberty Vendors to take such steps as necessary to complete the Liberty Transaction, and vesting in 769 Ontario, as at closing, all of the Liberty Vendors’ right, title and interest in and to the Liberty Purchased Assets, free and clear of all liens, charges, security interests and other encumbrances, other than permitted encumbrances as identified in the Liberty APA (the “**Liberty Approval and Vesting Order**”);
    - B. the Junction Transaction, and authorizing and directing the Junction Vendors to take such steps as necessary to complete the Junction Transaction, and vesting in Junction Nominee, as at closing, all of the Junction Vendors’ right, title and interest in and to the Junction Purchased Assets, free and clear of all liens, charges, security interests and other encumbrances, other than permitted encumbrances as identified in the Junction APA (the “**Junction Approval and Vesting Order**”); and
    - C. the OG Transaction and authorizing and directing the OG Vendors to take such steps as necessary to complete the OG Transaction, and vesting in MAAB, as at closing, all of the OG Vendors’ right, title and interest in and to the OG Purchased Assets, free and clear of all liens, charges, security interests and other encumbrances, other than permitted encumbrances as identified in the OG APA (the “**OG Approval and Vesting Order**”);
  - (ii) make an order (the “**Fees and Activities Approval Order**”), among other things:

- A. sealing the confidential appendices to the Third Report, pending completion of the Transactions;
- B. approving the First Report, Second Report and the Third Report, and the activities and conduct described therein; and
- C. approving the accounts of the Proposal Trustee and its counsel, Aird & Berlis, including the Remaining Fees and Disbursements, as set out in the Third Report.

### **III. TERMS OF REFERENCE**

- 5. In preparing this Third Report, KPMG has relied on information and documents provided by the Debtors and their advisors, including unaudited financial information, the Debtors' books and records, and discussions with the Debtors' representatives and their legal counsel (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in the Third Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.
- 6. Capitalized terms not otherwise defined herein are as defined in the Bidding Procedures and/or the Second Report, as the case may be.
- 7. Materials filed in these NOI proceedings will be made available by KPMG on its website for this case at: [kpmg.com/ca/organicgarage](http://kpmg.com/ca/organicgarage) (the "**Case Website**").
- 8. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

### **IV. BACKGROUND**

#### **Corporate Overview**

- 9. Organic Garage is an independent, Ontario-based natural and organic grocery chain with four (4) retail stores operating in the Greater Toronto Area. Organic Garage was formed under the laws of the Province of Ontario and is a wholly owned subsidiary of Oragin Foods Inc. ("**Oragin**").

10. The leases for each of Organic Garage’s stores are held by its wholly owned subsidiaries, four (4) of which are included in these NOI proceedings as follows:
  - (a) Junction LeaseCo – formed under the laws of the Province of Ontario. Junction LeaseCo is the tenant under the lease for the grocery store located at 43 Junction Road, Toronto, Ontario (the “**Junction Store**”);
  - (b) Bathurst LeaseCo – formed under the laws of the Province of Ontario. Bathurst LeaseCo is the tenant under the lease for the grocery store located at 8020 Bathurst Street, Vaughan, Ontario (the “**Bathurst Store**”);
  - (c) Oakville LeaseCo – formed under the laws of the Province of Ontario. Oakville LeaseCo is the tenant under the lease for the grocery store located at 579 Kerr St, Oakville, Ontario (the “**Oakville Store**”); and
  - (d) Liberty LeaseCo – formed under the laws of the Province of Ontario. Liberty LeaseCo is the tenant under the lease for the grocery store located at 42 Hanna Avenue, Toronto, Ontario (the “**Liberty Store**”).

### **Results of the SSP**

11. As detailed in the Second Report, the Proposal Trustee carried out the SSP in accordance with the SSP Order and the Bidding Procedures, a copy of which is attached hereto as **Appendix “C”**. Commencing on March 6, 2024, the Proposal Trustee contacted 118 potential interested parties, including 35 strategic parties, 72 financial parties, and 11 liquidators, with regards to the transaction opportunity. A total of 14 parties (the “**Potential Bidders**”) executed the non-disclosure agreement for the transaction opportunity.
12. The Potential Bidders were required to submit “Qualified Bids” (as defined in the Bidding Procedures) to the Proposal Trustee on or before 5pm EST on April 10, 2024 (the “**Bid Deadline**”). On April 5, 2024, the Stalking Horse Bidder notified the Proposal Trustee it was exercising its right to terminate the Stalking Horse APA, with the intention of placing a new bid by the Bid Deadline.
13. A total of four (4) Qualified Bids were received by the Proposal Trustee by the Bid Deadline, including a new Qualified Bid submitted by MAAB. The Proposal Trustee has prepared a summary of the material terms of the Qualified Bids (the “**Offer Summary**”), which has been filed separately with the Court as **Confidential Appendix “1”**.

14. As outlined in the Second Report, two of the Qualified Bids were each for separate single retail stores and the other two Qualified Bids received were in respect of multiple stores, which contained overlapping assets. On April 11, 2024, the Proposal Trustee contacted the Binding Offer Bidders (as defined in the Bidding Procedures) that submitted Qualified Bids covering multiple stores, including MAAB, and requested resubmissions of their bids to exclude the Liberty Store by 12pm EST on April 12, 2024. MAAB was the only Binding Offer Bidder that submitted a revised Qualified Bid to the Proposal Trustee.
15. After review of the Qualified Bids, on April 12, 2024, the Proposal Trustee declared each of 769 Ontario, Junction Nominee and MAAB as the “Successful Bidders” pursuant to the Bidding Procedures, subject to approval of the Court. Since this date, the Proposal Trustee and Aird & Berlis, in consultation with the Debtors, have worked with each of the respective purchasers and their counsel to finalize the asset purchase agreements, as described in greater detail below.
16. The Proposal Trustee has contacted the other Binding Offer Bidder that was not a Successful Bidder to coordinate the return of its deposit in accordance with terms of the Bidding Procedures.

## **V. ACTIVITIES OF THE PROPOSAL TRUSTEE**

17. The Proposal Trustee’s activities since the date of the Second Report have included, among other things:
  - (a) reviewing the Debtors’ materials filed in connection with the motion for the Second Extension;
  - (b) corresponding with Zeifman Partners Inc., in its capacity as the trustee of Oragin in response to letters dated April 17, 2024 and April 22, 2024 (the “**ZPI Letters**”);
  - (c) finalizing the Liberty APA and corresponding with counsel to 769 Ontario in connection with same;
  - (d) finalizing the Junction APA and corresponding with counsel to the Junction Nominee in connection with same;
  - (e) finalizing the OG APA and corresponding with counsel to MAAB in connection with same;
  - (f) reviewing the Debtors’ receipts and disbursements for the week ending April 21, 2024;

- (g) attending to administrative matters, including maintaining the Case Website; and
- (h) preparing this Third Report.

## VI. THE PROPOSED TRANSACTIONS

- 18. The Liberty APA, the Junction APA and the OG APA, and the transactions contemplated thereunder, represent the only viable alternative to a liquidation of the Debtors' assets through bankruptcy proceedings.
- 19. The key provisions and terms of each of the Transactions to be approved are described in greater detail in this section.

### Liberty Transaction

- 20. A summary of material terms of the Liberty APA<sup>1</sup>, a redacted copy of which is attached hereto as **Appendix "D"**, are as follows:
  - (a) Purchaser: 1000858769 Ontario Inc.;
  - (b) Purchased Assets: comprised of:
    - i. all of the Liberty Vendors' right, title and interest in and to the Specific Personal Property (as listed in Schedule D of the Liberty APA) located at the Liberty Store; and
    - ii. lease agreement dated as of October 18, 2017 between the Liberty LeaseCo, as tenant, and 8841896 Ontario Inc., as landlord, for the Liberty Store (collectively, the "**Liberty Purchased Assets**").
  - (c) Purchase Price: a fixed cash purchase price. The amount of the Purchase Price is provided in the summary included in Confidential Appendix 1;
  - (d) Deposit: 25% of the Purchase Price. The deposit was provided to the Proposal Trustee by 769 Ontario at the Bid Deadline.;

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<sup>1</sup> Capitalized terms used but not otherwise defined in this section have the meaning ascribed to them in the Liberty APA. The following summary of the Liberty APA is provided for illustrative purposes and convenience only – parties should review the Liberty APA attached as Appendix "D" for the terms of same.

- (e) Payment of Purchase Price: on the Closing Date, 769 Ontario shall pay to the Proposal Trustee the Purchase Price less the Deposit in immediately available funds;
- (f) Closing Date: ten (10) days after the date on which the Court issues the Liberty Approval and Vesting Order approving the transaction contemplated under the Liberty APA;
- (g) Employees: 769 Ontario is not assuming any of the existing Liberty Store employees, all of whom shall be terminated by Organic Garage at least 24 hours prior to the Closing Date;
- (h) Conditions Precedent: the Liberty APA is subject to certain closing conditions, including, but not limited to: (a) the Court shall have issued and entered the Liberty Approval and Vesting Order, (b) no Order and no Restraint restraining or prohibiting the completion of the Liberty Transaction and (c) the delivery of a certificate from the Proposal Trustee confirming the satisfaction of all conditions under the Liberty APA have either been satisfied or waived; and
- (i) Outside Date: May 15, 2024 (as confirmed by 769 Ontario’s counsel in writing on April 21, 2024).

### **Junction Transaction**

21. A summary of material terms of the Junction APA<sup>2</sup>, a redacted copy of which is attached hereto as **Appendix “E”**, are as follows:

- (a) Purchaser: Junction Road Nominee Inc.
- (b) Purchased Assets: comprised of:
  - i. all of the Junction Vendors’ right, title and interest in and to all equipment and assets of the Junction Vendors used in connection with the operation of the Business at the Junction Store; and
  - ii. the lease agreement dated as of June 9, 2014 between the Junction LeaseCo, as tenant, and 2216198 Ontario Inc., as landlord, for the Junction Store (collectively, the **“Junction Purchased Assets”**).

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<sup>2</sup> Capitalized terms used but not otherwise defined in this section have the meaning ascribed to them in the Junction APA. The following summary of the Junction APA is provided for illustrative purposes and convenience only – parties should review the Junction APA attached as Appendix “E” for the terms of same.

- (c) Purchase Price: a fixed cash purchase price. The amount of the Purchase Price is provided in the summary included in Confidential Appendix “1”;
- (d) Deposit: 25% of the Purchase Price. The deposit was provided to the Proposal Trustee by the Junction Nominee at the Bid Deadline ;
- (e) Payment of Purchase Price: on the Closing Date, the Junction Nominee shall pay to the Proposal Trustee the Purchase Price less the Deposit in immediately available funds;
- (f) Closing Date: ten (10) days after the date on which the Court issues the Junction Approval and Vesting Order approving the transaction contemplated under the Junction APA;
- (g) Employees: Junction Nominee is not assuming any of the existing Junction Store employees;
- (h) Conditions Precedent: the Junction Store APA is subject to certain closing conditions, including, but not limited to: (a) the Court shall have issued and entered the Junction Approval and Vesting Order, (b) no Order and no Restraint restraining or prohibiting the completion of the Junction Transaction and (c) the delivery of a certificate from the Proposal Trustee confirming the satisfaction of all conditions under the Junction APA have either been satisfied or waived; and
- (i) Outside Date: May 15, 2024.

## **OG Transaction**

22. A summary of material terms of the OG APA<sup>3</sup>, a redacted copy of which is attached hereto as **Appendix “F”**, are as follows:

- (a) Purchaser: MAAB Global Ltd.;
- (b) Purchased Assets: comprised of:
  - i. all of the OG Vendors’ right, title and interest in and to all equipment and assets of the OG Vendors used in connection with the operation of the Bathurst Store and Oakville Store;

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<sup>3</sup> Capitalized terms used but not otherwise defined in this section have the meaning ascribed to them in the OG APA. The following summary of the OG APA is provided for illustrative purposes and convenience only – parties should review the OG APA attached as Appendix “F” for the terms of same.

- ii. all intellectual property owned by the OG Vendors and primarily used in connection with the business;
  - iii. all of the OG Vendors' right, title and interest in and to all inventory of the OG Vendors at the Bathurst Store and Oakville Store; and
  - iv. the Assigned Contracts (collectively, the "**OG Purchased Assets**").
- (c) Assigned Contracts: comprised of:
- i. the lease agreement dated as of March 14, 2013 between the Bathurst LeaseCo, as tenant, and 8000 Bathurst Realty Inc., as landlord, for the Bathurst Store;
  - ii. the lease agreement dated as of April 1, 2016 between the Oakville LeaseCo, as tenant, and Szeto Ping Hay and Others, as landlord, for the Oakville Store.
  - iii. license agreement between Pure Spirits Inc., as licensee, and Organic Garage, as licensor; and
  - iv. any contract for webhosting, data storage and management, email services and telecommunication services;
- (j) Purchase Price: a fixed cash purchase price. The amount of the Purchase Price is provided in the summary included in Confidential Appendix "1";
- (d) Deposit: in the amount of approximately \$100,000 (the "**Deposit**"). The Deposit was previously paid by MAAB as part of the subsequently terminated Stalking Horse Bid;
- (e) Payment of Purchase Price: on the Closing Date, the Purchaser shall pay to the Proposal Trustee the Purchase Price less the Deposit, in immediately available funds;
- (f) Closing Date: ten (10) days after the date on which the Court issues the OG Approval and Vesting Order approving the transactions contemplated under the OG APA;
- (g) Employees: Organic Garage shall terminate the employment of all employees at the Bathurst Store and the Oakville immediately prior to Closing. MAAB shall offer employment to all or substantially all of the employees currently engaged in operations of the Business at the Bathurst Store and the Oakville Store;

- (h) Transfer Taxes: Organic Garage and the Purchaser shall jointly execute an election under Section 167 of the *Excise Tax Act* (Canada) to cause the sale of the OG Purchased Assets to take place on an HST-free basis under Part IX of the *Excise Tax Act* (Canada);
- (i) Conditions Precedent: the OG APA is subject to certain closing conditions, including, but not limited to: (a) the Court shall have issued and entered the OG Approval and Vesting Order, (b) no Order and no Restraint restraining or prohibiting the completion of the OG Transaction and (c) the delivery of a certificate from the Proposal Trustee confirming the satisfaction of all conditions under the OG APA have either been satisfied or waived; and
- (j) Outside Date: May 15, 2024 (as confirmed by MAAB’s counsel in writing on April 19, 2024).

### **Proposal Trustee’s Observations**

- 23. As noted in the First Report, the Proposal Trustee engaged a liquidator, Danbury Global Ltd. (“**Danbury**”), to provide a forced liquidation value (“**FLV**”) appraisal of the Debtors’ equipment and fixed assets located at each of its stores. On March 21, 2024, the Proposal Trustee received the appraisal report (the “**Danbury Report**”) which indicated an FLV of less than consideration offered under the Stalking Horse Bid. A copy of the Danbury Report has been filed separately with the Court as **Confidential Appendix “2”**.
- 24. The Proposal Trustee is of the view that the consideration payable under the Transactions is fair and reasonable in the circumstances, represents the highest and best value for the Debtors’ assets and business, and achieves significantly better value for the Debtors’ assets than what would be achieved in a liquidation. Further, the aggregate proceeds to be generated from the Transactions is materially higher than the consideration offered under the Stalking Horse Bid and will provide some recovery for the unsecured creditors of Organic Garage.
- 25. Accordingly, the Proposal Trustee believes that the approval of the Liberty APA, the Junction APA and the OG APA, and the Transactions contemplated thereunder, is in the best interests of the Debtors and its stakeholders, and satisfies the factors to be considered pursuant to section 65.13(4) of the BIA, including, but not limited to:
  - (a) the SSP Order, containing the roadmap for conducting the SSP, was approved by the Court;
  - (b) the SSP, which was designed to solicit interest in the Debtors’ business and assets from *bona fide* parties, was reasonable in the circumstances, transparent, and carried out in accordance with the SSP Order and the Bidding Procedures;

- (c) as mentioned above, the transaction opportunity was broadly marketed by the Proposal Trustee and as such, all likely bidders have already been provided with an opportunity to bid on the Debtors' assets and business;
  - (d) the SSP involved the participation of multiple interested parties and resulted in multiple Qualified Offers. Therefore, further marketing of the opportunity would, in the Proposal Trustee's view, not necessarily result in greater realizations and may put the Transactions at risk of impairing recoveries; and
  - (e) the Transactions provides certainty of outcome for key stakeholders, such as the landlords for the Debtors' leased premises, and certain of Organic Garage's current employees who will have the opportunity for continued employment.
26. In the event this Court approves the Liberty APA, the Junction APA and the OG APA, but the underlying Transactions do not close, the Proposal Trustee is of the view that efforts to remarket the Debtors' assets may be impaired if the Offer Summary, the Danbury Report, the unredacted Liberty APA, the unredacted Junction APA and the unredacted OG APA, which have each been filed separately with the Court as **Confidential Appendix "3"**, **Confidential Appendix "4"**, and **Confidential Appendix "5"**, respectively, are made public at this time. In the circumstances, the Proposal Trustee is of the view that it is appropriate for the Offer Summary, the Danbury Report, the unredacted Liberty APA, the unredacted Junction APA and the unredacted OG APA to all be sealed pending closing of the Transactions or further Order of the Court.

## **VII. REMAINING MATTERS TO COMPLETE IN THESE PROCEEDINGS**

27. If this Court grants the proposed Orders requested herein, the Debtors and the Proposal Trustee will have to complete the following remaining matters prior to the completion of these NOI proceedings (the "**Remaining Matters**"):
- (a) completing payments for post-filing goods and services provided to the Debtors, including remittances to government taxing authorities for sales taxes, payroll taxes and source deductions;
  - (b) terminating all of the employees of Organic Garage prior to the Closing of the Transactions;
  - (c) closing the Liberty Store and the Junction Store and removal of any remaining inventory on site;

- (d) closing each of the Transactions and filing certificates from the Proposal Trustee confirming the same;
  - (e) making payment of amounts owing, if any, pursuant to the Administration Charge and the Directors' Charge;
  - (f) making payment of the retention payments to the eligible employees pursuant to the KERP;
  - (g) investigating the matters raised in the ZPI Letters, including continued investigation into the Intercompany Accounts and
  - (h) attending to other administrative matters incidental to these proceedings.
28. Upon Closing of the Transactions, the Debtors will have no remaining assets or ongoing operations, and their employees will have been terminated. Consequently, after expiry of the Second Extension, if granted by the Court, each of the Debtors will be deemed to have made an assignment in bankruptcy pursuant to Section 50.4(8) of the BIA. As noted above, the Proposal Trustee is of the view that the proceeds generated from the Transactions will support a recovery for unsecured creditors and distributions to creditors will be addressed through the bankruptcy proceedings.

## VIII. REQUEST FOR APPROVAL OF FEES AND DISBURSEMENTS

29. As noted, the Proposal Trustee and its counsel, Aird & Berlis, have maintained detailed records of their professional time and disbursements prior to and since the Filing Date.
30. The total fees and disbursements of KPMG during the period from February 18, 2024, to April 19, 2024 (the "**KPMG Fee Period**"), amount to \$150,837.50, together with disbursements in the amount of \$19,375.62, both excluding sales taxes (collectively, the "**KPMG Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "G"** is the affidavit of Pritesh Patel in respect of the KPMG Accounts.
31. The total fees and disbursements of Aird & Berlis during the period from February 15, 2024, to April 19, 2024 (the "**Aird & Berlis Fee Period**"), amount to \$94,874.50, together with disbursements in the amount of \$17.50, both excluding sales taxes (collectively, the "**Aird & Berlis Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. Attached hereto as **Appendix "H"** is the affidavit of Kyle Plunkett in respect of the Aird & Berlis Accounts.

32. The Proposal Trustee has reviewed the Aird & Berlis Accounts and confirms that the services reflected therein have been duly authorized and duly rendered and that, in the Proposal Trustee's opinion, the charges are reasonable.
33. On the assumption that there are no delays, disputes or unforeseen developments in connection with these NOI proceedings, including the within motion, and the performance of the Remaining Matters, the Proposal Trustee has estimated fees and disbursements in the amount of \$120,000, excluding applicable taxes (the "**Remaining Fees and Disbursements**"), for services that have been provided, or will be provided, for the period from April 20, 2024 to May 17, 2024.
34. The above estimates take into consideration the reasonable professional and legal fees required to attend the hearing for the Second Extension, prepare the Third Report, participate in the within motion, and complete the closing of the Transactions and the Remaining Matters.
35. The fees and disbursements of the Proposal Trustee and its counsel, including the Remaining Fees and Disbursements, have been reviewed by the Debtors. The Proposal Trustee has been advised that the Debtors do not oppose these fees and disbursements.

## **IX. CONCLUSIONS AND RECOMMENDATIONS**

36. For the reasons set out in the Third Report, the Proposal Trustee recommends that this Court make the Liberty Approval and Vesting Order, Junction Approval and Vesting Order, OG Approval and Vesting Order, and the Fees and Activities Approval Order, approving, among other things, the Transactions, the activities of the Proposal Trustee and the fees of the Proposal Trustee and its counsel.

All of which is respectfully submitted on this 23<sup>rd</sup> day of April 2024.

**KPMG Inc.**  
**in its capacity as Proposal Trustee of**  
**Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc.**  
**and 2581751 Ontario Inc.**  
**and not in its personal capacity**

Per



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**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President



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**Tahreem Fatima**  
**CPA**  
Manager

# APPENDIX “B”

## FIRST AMENDMENT TO THE ASSET PURCHASE AGREEMENT

This Agreement is made as of the 29<sup>th</sup> day of April, 2024 (the “**Effective Date**”)

### AMONG:

**ORGANIC GARAGE (CANADA) LTD.**, a corporation incorporated pursuant to the laws of the Province of Ontario (the “**Company**”)

- and -

**2581751 ONTARIO INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario (“**Liberty LeaseCo**” and together with the Company, collectively, the “**Vendors**”)

- and -

**1000858769 ONTARIO INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario (the “**Purchaser**”)

### RECITALS:

- A. On March 5, 2024, the Vendors, together with 2347018 Ontario Inc., 2507158 Ontario Inc., and 2412383 Ontario Inc. (collectively, the “**OG Group**”), initiated proceedings (the “**NOI Proceedings**”) under the *Bankruptcy and Insolvency Act* R.S.C., 1985, c. B-3 (the “**BIA**”) by filing Notices of Intention to Make a Proposal under section 50.4(6) of the BIA. KPMG Inc. was appointed as the proposal trustee in the NOI Proceedings (in such capacity, the “**Proposal Trustee**”).
- B. In connection with the NOI Proceedings, the Proposal Trustee carried out a Court-approved sale process (the “**Sale Process**”).
- C. As part of the Sale Process, the Vendors and the Purchaser executed an Asset Purchase Agreement dated as of April 16, 2024 (the “**APA**”), wherein the Purchaser will acquire the Purchased Assets subject to, and in accordance with, the terms and conditions set forth in the APA and obtaining Court approval of the Transaction (as defined in the APA).
- D. The Vendors and the Purchaser have agreed to amend the APA by way of this first amendment to the APA (the “**First Amendment**”) as set out herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Parties hereby acknowledge and agree as follows:

## ARTICLE 1 AMENDMENT TO THE APA

### 1.1 Schedules

The Vendors and the Purchaser agree to delete in its entirety and replace Schedule “D” of the APA with the attached schedule attached hereto as Appendix A.

## ARTICLE 2 MISCELLANEOUS PROVISIONS

## **2.1 Definitions**

All definitions shall have the meaning ascribed to them in the APA, unless otherwise defined in this First Amendment.

## **2.2 Time**

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

## **2.3 Benefit of Agreement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

## **2.4 Paramountcy**

In the event of any conflict or inconsistency between the provisions of this First Amendment, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this First Amendment, the provisions of this First Amendment shall prevail to the extent of such conflict or inconsistency.

## **2.5 Governing Law**

This First Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court, and any appellate courts of the Province of Ontario therefrom.

## **2.6 Further Assurances**

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this First Amendment.

## **2.7 Counterparts**

This First Amendment may be executed electronically in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this First Amendment shall be deemed to constitute due and sufficient delivery of such counterpart.

## **2.8 Severability**

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

## **2.9 Proposal Trustee's Capacity**

In addition to all of the protections granted to the Proposal Trustee under the BIA or any order of the Court in this NOI Proceeding, the Vendors and the Purchaser acknowledge and agree that the Proposal Trustee, acting in its capacity as Proposal Trustee of the OG Group and not in its personal capacity, is not a signatory to this Agreement and will have no Liability, in its personal capacity or otherwise, in connection with this First Amendment or the Transaction contemplated herein whatsoever as Proposal Trustee.

***[Signature Page Follows]***

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

For the Vendors:

**ORGANIC GARAGE (CANADA) LTD.,**

By: DocuSigned by:  
Matt Lurie  
Name: Matt Lurie  
Title: President

I have authority to bind the Corporation.

**2581751 ONTARIO INC.**

By: DocuSigned by:  
Matt Lurie  
Name: Matt Lurie  
Title: Director

I have authority to bind the Corporation.

For the Purchaser:

**1000858769 ONTARIO INC.**

By: DocuSigned by:  
Richard Arezes  
Name: Richard Arezes  
Title: Director

I have authority to bind the Corporation.

**APPENDIX A:**  
**SCHEDULE "D"**  
**SPECIFIC PERSONAL PROPERTY**

#	PERSONAL PROPERTY
1	(38) Wire mesh shopping carts & approx. (50) plastic shopping baskets
2	2018 <b>Husmann</b> Protocol HE model HAV06QP high-efficiency rack refrigeration system, s/n 1040222201866015 c/w <b>Husmann</b> HSHZ1300MQPXXA remote header, s/n 1040223201866029
3	2018 <b>Husmann</b> model IM-04-14-R isla refrigerated multi-deck self-service merchandiser, s/n 1030226201834143
4	(3) 2018 <b>Husmann</b> model IM-04-18-R isla refrigerated multi-deck self-service merchandiser, s/n 1030226201834146, 1030226201834144, 1030226201834145
5	(4) 2018 <b>Husmann</b> 6', 8' & 12'L isla refrigerated multi-deck self-service merchandisers, s/n N/A
6	(2) 2018 <b>Husmann</b> ID5NL12 Insight 5-Deck narrow open-air refrigerated merchandisers (1) unit c/w misting lines, s/n MY18C017560, & 17568
7	(2) 2018 <b>Husmann</b> ID5NL4 Insight 5-Deck narrow open-air refrigerated merchandisers, s/n MY18C017570, & 17571
8	2018 <b>Husmann</b> model IDD5NL12 & IDD5NL8 Insight 5-deck narrow refrigerated merchandiser c/w (10) EcoVision glass doors, s/n MY18C017561, & 17567

9	2018 <b>Husmann</b> model IDD5NL12 & IDD5NL8 Insight 5-deck narrow refrigerated merchandiser c/w (20) EcoVision glass doors, s/n MY18C017560, 17559, 17566, & 17565
10	2018 <b>Husmann</b> model IDD5NL12 Insight 5-deck narrow refrigerated merchandiser c/w (6) EcoVision glass doors, s/n MY18C017558
11	(2) 2018 <b>Husmann</b> model IDD5NL8 Insight 5-deck narrow refrigerated merchandiser c/w (4) EcoVision glass doors, s/n MY18C017564, 17563
12	2018 <b>Husmann</b> model IDD5NL4 Insight 5-deck narrow refrigerated merchandiser c/w (2) EcoVision glass doors, s/n MY18C017562
13	(2) 2018 <b>Husmann</b> model RLN-5 narrow reach-in freezer merchandiser c/w (5) Innovator glass doors, s/n MY18C017703, 17702
14	2018 <b>Husmann</b> model RLN-3 narrow reach-in freezer merchandiser c/w (9) Innovator glass doors, s/n MY18C017688, 17692, & 17689
15	2018 <b>Husmann</b> model RLN-3 narrow reach-in freezer merchandiser c/w (6) Innovator glass doors, s/n MY18C017691, & 17690
16	2018 <b>Husmann</b> model RLN-4 & RLN-3 narrow reach-in freezer merchandiser c/w (7) Innovator glass doors, s/n MY18C017697, & 17687
17	2018 <b>Husmann</b> model RLN-5 narrow reach-in freezer merchandiser c/w (15) Innovator glass doors, s/n MY18C017699, 17701, & 17700
18	(3) 2018 <b>Husmann</b> model IM-04-18-R isla refrigerated multi-deck self-service merchandiser, s/n 1030226201834146, 1030226201834144, 1030226201834145

19	2018 <b>Husmann</b> models IM-05-C6-R & IM-05-EN5-R set of 4 Isla refrigerated multi-deck self-service open-air merchandisers, s/n 11030228201834107 1030528202055213, 1030226201834106, 1030528202055212
20	(3) 2018 <b>Husmann</b> 4-sided refrigerated produce self-service open-air merchandisers
21	Custom built 12-station keg tap system w/ beverage pumps
22	2018 <b>Husmann</b> model VRM1B glass door self contained upright cooler, s/n MY18C017649
23	2018 <b>Husmann</b> model VRL1B glass door self contained merchandiser freezer, s/n TJ21L00277B
24	2018 <b>Husmann</b> model Q2-SPN-4-PT-RSS-R 2-door refrigerated cold storage & forward facing self-service multi-deck merchandiser sushi table w/ cutting block, sneeze guard, & night curtain, s/n 1030226201834160
25	<b>Beverage-Air</b> model UCF27AHC single door under counter stainless steel refrigerator w/ casters, s/n 12506281
26	(3) <b>Ishida</b> model UNI-3 L2 price computing scale w/ printer, s/n 100541192, 100336360, 100336369
27	(2) <b>Husmann</b> SHM4-A 48" self-contained horizontal open air cooler, s/n 07A00123-788, & 06D03090-788
28	(2) <b>Kilo Tech</b> model KHS-1022-1 hanging dial scales
29	(2) <b>Kilo Tech</b> model KAM512SPL dial scales

30	Complete bulk dry goods retail display c/w (55) bins, & (48) gravity flow pull-handle dispensers
31	(3) <b>Olde Tyme</b> PN2 nut grinder nut butter machines
32	<b>Grindmaster</b> retail fresh coffee grinder
33	(2) 2012/11 <b>Fricon</b> THG4SG 2' x 2' glass door reach-in ice cream freezers, s/n 19123, 17879
34	(50) Sections <b>Etalex</b> assorted configuration 7'H double sided gondola shelving c/w (32) end caps
35	(21) Sections <b>Etalex</b> assorted configuration 4' & 7'H single sided gondola shelving
36	Assorted custom built wood & steel built-in retail displays
37	Assorted décor, shelving, & retail displays c/o: plastic baskets, wood crates, waste cans displays, rolling displays, etc
38	(3) <b>Laicor</b> grocery store checkout lanes c/w: bar fridge, conveyor belt, POS scanner scale, & POS system w/ cash drawer, & receipt printer
39	(5) Approx. 3.5' x 3.5' custom built retail displays w/ casters
40	(7) Sections assorted galvanized industrial pallet racking w/ mesh decking & steel shelf supports
41	(14) Sections assorted industrial pallet racking w/ steel shelf supports
42	(5) Assorted stainless steel tables
43	3-Compartment stainless steel sink w/ rinse head

44	<b>TurboVac</b> model S40 530 x 590 x 460 mm table top vacuum former, s/n 20180614
45	(12) 2-Tier aluminum 4-wheel flat deck carts
46	2-Compartment stainless steel sink w/ rinse head
47	(2) Assorted wire mesh carts w/ security cage
48	(8) Assorted multi-level wire mesh racks
49	(6) Assorted warehouse carts & bake tray racks
50	Hydraulic pallet jack
51	<b>Norbec</b> combination walk-in cooler & freezer approx. 11' x 54' x 7.5'H
52	<b>Heat Seal</b> model 625A table top shrink wrap & sealer, s/n GG17120128
53	2017 <b>Manitowoc</b> model RFS0300A air cooled ice machine , s/n M0873629201 c/w <b>Manitowoc</b> K420 22" ice bin
54	<b>Norbec</b> approx. 30'L walk-in cooler
55	Assorted support equipment c/o: ladders, tools, kitchen utensils, cutting boards, mop and buckets, vacuums, waste cans, etc.
56	Complete contents of offices c/o: chairs, filing & supply cabinets, desks, monitors, Cashguard safe, employee lockers, Employee time clock, Netgear networking equipment, and complete surveillance system w/ DVRs
57	*Intentionally Deleted
58	*Intentionally Deleted

59	All track lighting in the premises
60	Security system in the premises
61	Accessibility lift located in premises

60096787.1  
60096787.3

# APPENDIX “C”

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS AGREEMENT** is made and effective as of the 30<sup>th</sup> day of April, 2024.

**B E T W E E N:**

**MAAB GLOBAL LTD.**, a corporation incorporated under the laws of the Province of Ontario (the “**Assignor**”)

- and -

**ORGANIC GARAGE HOLDINGS LTD.**, a corporation incorporated under the laws of the Province of Ontario (“the “**Assignee**”)

**WHEREAS** the Assignor, as purchaser, and Organic Garage (Canada) Ltd., 2347018 Ontario Inc., and 2507158 Ontario Inc., as vendors, entered into an asset purchase agreement dated as of the 14<sup>th</sup> day of April, 2024, (the “**Asset Purchase Agreement**” );

**AND WHEREAS** the Assignee is a subsidiary of the Assignor;

**AND WHEREAS** the Assignor wishes to assign its rights and obligations under the Asset Purchase Agreement to the Assignee pursuant to section 10.8 of the Asset Purchase Agreement, and the Assignee wishes to assume the rights and obligations under the Asset Purchase Agreement from the Assignor (the “**Assignment and Assumption**”);

**AND WHEREAS** the parties wish to enter into this Agreement to record the Assignment and Assumption;

**AND WHEREAS** all capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Asset Purchase Agreement.

**NOW THEREFORE** in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

1. **Assignment** - As of the date hereof, the Assignor hereby assigns, sells, transfers and sets over to Assignee all of the Assignor's right, title, benefit, privileges and interest in and to the Asset Purchase Agreement, together with all benefits and advantages to be derived therefrom and together with the benefit of all covenants, guarantees and indemnities thereunder, with full power to the Assignee to take all such measures for the enjoyment of the rights thereunder as the Assignor might take as of and from the date hereof.
2. **Assumption** - The Assignee hereby accepts the Assignment of the Asset Purchase Agreement and agrees to assume, observe and perform all of the duties, obligations, terms,

provisions and covenants of the Assignor contained therein and covenants and agrees with the Assignor to make payment or otherwise perform such obligations, duties and liabilities of the Assignor in accordance with the provisions of the Asset Purchase Agreement.

3. **Further Assurances** - Each of the parties hereto shall, at all times and from time to time hereafter and upon every reasonable written request to do so, make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.

4. **Governing Law** - This Agreement shall be governed by the law of the Province of Ontario and the Federal laws of Canada applicable therein.

5. **Successors and Assigns** - This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

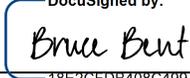
6. **Time of Essence** - Time shall be of the essence of this Agreement.

7. **Counterparts** - This Agreement may be executed in several counterparts, each of which counterpart shall be deemed to be an original, and all of such counterparts shall constitute one and the same document. This Agreement may be executed and delivered by facsimile or other form of electronic transmission.

*[signature page immediately follows]*

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

**MAAB GLOBAL LTD.**

DocuSigned by:  
By:   
Name: Bruce Bent  
Title: Authorized Signing Authority

I have authority to bind the Corporation.

**ORGANIC GARAGE HOLDINGS LTD.,**

DocuSigned by:  
By:   
Name: Chris MacNeil  
Title: Authorized Signing Authority

I have authority to bind the Corporation.

# APPENDIX “D”



ONTARIO SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**COUNSEL/ENDORSEMENT SLIP**

**COURT FILE NO.:** BK-24-03051650-0031  
BK-24-03051657-0031  
BK-24-03051653-0031  
BK-24-03051656-0031  
BK-24-03051654-0031

**DATE:** 14 March 2024  
**NO. ON LIST:** 1, 2, 3, 4, and 5

**TITLE OF PROCEEDING:** Bankruptcy of ORGANIC GARAGE (CANADA) LTD. et al  
**BEFORE:** JUSTICE STEELE

**PARTICIPANT INFORMATION**

**For Plaintiff, Applicant, Moving Party:**

Name of Person Appearing	Name of Party	Contact Info
Asim Iqbal	Counsel for Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018	aiqbal@millerthomson.com
Monica Faheim	Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc.	mfaheim@millerthomson.com

**For Defendant, Respondent, Responding Party:**

Name of Person Appearing	Name of Party	Contact Info
Adrienne Ho	Counsel for the Proposal Trustee, KPMG	aho@airdberlis.com
Miranda Spence		mspence@airdberlis.com
Pritesh Patel	Proposal Trustee KPMG	pritchpatel@kpmg.ca
Fatima Tahreem		tahreemfatima@kpmg.ca
Fred Tayar	Counsel for Tobias Ihde	fred@fredtayar.com
David Preger	Counsel for landlord - 8000 Bathurst Street Holdings Inc.	dpreger@dickinsonwright.com
Harvey Ash	Counsel for Ping Hay Szeto	harveyash@yorklegal.ca
Graham Phoenix	Counsel for for MAAB Global (Proposed Stalking Horse Bidder)	gphoenix@LN.law
Sanea Tanvir	Counsel for Junction Road Nominee Inc. (landlord)	stanvir@mccarthy.ca

**For Other:**

<b>Name of Person Appearing</b>	<b>Name of Party</b>	<b>Contact Info</b>
Sharon Bart	Property manager - 8000 Bathurst Street Realty Inc.	sbart@mandrholdings.com
Ty Diamond	Junction Road Nominee Inc - Landlord	tdiamond@diamondkilmer.ca
Dina Peat	(Observer) Counsel for 8841896 Canada Inc.	dpeat@dv-law.com
Irving Fox	(Observer) Counsel for the Toronto Wholesale Produce Association	irving@ontlaw.com
Alice Shimoon	Representative for landlord – 8020 Bathurst St.	ashimoon@mandrholdings.com

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**ENDORSEMENT OF JUSTICE STEELE:**

**Overview**

- [1] Organic Garage (Canada) Ltd. (“Organic Garage”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc. (the “Lease Subsidiaries,” and collectively with Organic Garage, the “Companies”) bring a motion in connection with their filing of Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*.
- [2] On this motion, the Companies seek an order:
- a. Procedurally consolidating the proposal proceedings;
  - b. Extending the time to file a proposal to April 30, 2024;
  - c. Granting a director and officer charge in the amount of \$140,000;
  - d. Granting an administration charge in the amount of \$150,000;
  - e. Approving a key employee retention plan (“KERP”) for certain personnel and sealing the unredacted schedule to the KERP;
  - f. Approving a sale process; and

g. Approving a stalking horse asset purchase agreement for certain of the debtors' assets (the "Stalking Horse APA").

[3] The relief sought is supported by the Proposal Trustee.

[4] For the reasons set out below, the motion is granted.

### **Background**

[5] The Companies filed their NOI on March 5, 2024.

[6] KPMG was named as the Proposal Trustee.

[7] There is a separate bankruptcy proceeding in respect of Organic Garage Ltd. ("PublicCo"), which is scheduled for trial on March 25-26, 2024.

[8] PublicCo is not a debtor in these NOI proceedings.

[9] Based on the First Report of the Proposal Trustee, PublicCo (which was publicly traded until trading was halted) owns 100% of the shares of Organic Garage. Organic Garage, in turn, owns 100% of the Lease Subsidiaries.

[10] Organic Garage and its subsidiaries operate the retail grocery business. Organic Garage employs approximately 100 non-unionized employees.

[11] On October 25, 2019, PublicCo issued two unsecured convertible debentures with a total face value of \$3 million. These debentures matured on October 25, 2022. At that time the holders of the debentures (the "Holders") issued notices of default to PublicCo for failure to repay the debt.

[12] The First Report of the Proposal Trustee states the following in respect of the Holders:

30. The Proposal Trustee understands the Debtors are not borrowers or guarantors of the Convertible Debentures. Accordingly, the Holders are not included in the Debtors' creditor listings.

### **Preliminary Matters – Adjournment Request**

[13] The Holders sought an adjournment of this matter to March 25-26, 2024. The trial of a contested bankruptcy application in respect of PublicCo is scheduled to be heard at that time.

- [14] I heard submissions from the parties on the contested adjournment request.
- [15] After hearing submissions, I determined that the Holders' adjournment request would be denied for the following reasons:
- a. The bankruptcy application in respect of PublicCo is a separate proceeding;
  - b. The Debenture Holders are creditors of PublicCo, not the Companies;
  - c. The Companies, certain stakeholders of the Companies, and the Proposal Trustee are of the view that it is important to get the sale process started as this provides the best opportunity for the company to find a going concern purchaser and any delay is at the expense of the estate.
- [16] One of the reasons an adjournment was sought was to give the Debenture Holders' counsel the opportunity to cross examine Matt Lurie on his affidavit.
- [17] **It was agreed that the Debenture Holders' counsel could cross examine Matt Lurie on his affidavit, which cross examination shall take place by March 20, 2024.**

### **Analysis**

#### *Should the Court grant procedural consolidation?*

- [18] I am satisfied that procedural consolidation is appropriate.
- [19] The Court has jurisdiction under s. 183 of the BIA to make the requested procedural consolidation order. Such orders are regularly granted by this Court in the case of related corporate entities where such consolidation does not prejudice creditors of any of the estates, as is the case here: *Ashley v. Marlow Group Private Portfolio Management Inc.*, [2006] O.J. No. 1195, at para. 71.
- [20] As noted by the Companies, Courts have also found jurisdiction to consolidate multiple proceedings under Rule 6.01 of the *Rules of Civil Procedure*.
- [21] The proposed procedural consolidation will permit the estates to be administered as a single proceeding, which will reduce the administrative burden on the Proposal Trustee and result in cost savings.

#### *Should the Court extend the time to file a Proposal?*

- [22] I am satisfied that the time to file to the proposal may be extended to April 30, 2024.

- [23] Under section 50.4(9) of the BIA, the Court may extend the time by which the Company is required to file a proposal where the Court is satisfied that:
- a. The debtor company has acted and continues to act in good faith and with due diligence;
  - b. The debtor company would likely be able to make a viable proposal if the extension were granted; and
  - c. No creditor would be materially prejudiced if the extension were granted.

[24] The Proposal Trustee's report expresses the view that the Companies have satisfied the text for an extension of time to file a proposal.

[25] The Companies require the extension to be in a position to make a viable proposal to their creditors. No creditor will be materially prejudiced if the extension is granted.

*Should the Director's Charge be approved?*

[26] I am satisfied that the \$140,000 director's charge sought by the Companies should be approved.

[27] The Companies seek the director's charge as security for Organic Garage's indemnification for possible liabilities that may be incurred by the director and officer after the NOI filing date.

[28] The Court has endorsed the following factors to be considered when determining whether to approve a directors' charge:

- a. Whether notice has been given to the secured creditors likely to be affected by the charge;
- b. Whether the amount is appropriate;
- c. Whether the applicant could not obtain adequate indemnification insurance for the director or officer at a reasonable cost; and
- d. Whether the charge does not apply in respect of any obligation incurred by a director or officer as a result of the director's or officer's gross negligence or wilful misconduct:

*Jaguar Mining Inc. (Re)*, 2014 ONSC 494, at para. 45.

[29] Organic Garage does not currently have an active D&O insurance policy. The one remaining officer and director of the Companies is not prepared to continue in this role without reasonable protection.

[30] The quantum of the proposed charge was determined with the assistance of the Proposal Trustee, which supports the proposed charge.

*Should the administration charge be approved?*

[31] I am satisfied that the administration charge should be approved.

[32] To secure the fees and expenses of the Companies' legal counsel, the Proposal Trustee and its counsel, an administration charge is sought.

[33] Section 64.2 of the BIA provides that the court may order such an administration charge on notice to the secured creditors who are likely to be affected by the charge.

[34] The court has identified the following non-exhaustive factors as ones that may be considered when determining whether to grant an administration charge:

- a. The size and complexity of the business being restructured;
- b. The proposed role of the beneficiaries of the charge;
- c. Whether there is an unwarranted duplication of roles;
- d. Whether the quantum of the proposed charge appears to be fair and reasonable;
- e. The position of the secured creditors likely to be affected by the charge; and
- f. The position of the proposal trustee:

*Canwest Publishing Inc. (Re)*, 2010 ONSC 222, at para. 54.

[35] I am satisfied that the proposed administrative charge should be granted and accept the submissions of the Companies set out at para. 39 of their factum.

*Should the KERP be granted?*

[36] I am satisfied that the KERP should be granted.

[37] A modest KERP is sought in respect of four key senior employees.

- [38] The Companies state that these employees are critical to the implementation of the proposed sale process, among other things.
- [39] An unredacted copy of the KERP was provided to the Court on a confidential basis.
- [40] Having regard to the non-exhaustive list of factors set out in *Aralez Pharmaceuticals Inc. (Re)*, 2018 ONSC 6980, at para. 29, I am satisfied that the KERP should be approved.
- [41] The proposed KERP is supported by the Proposal Trustee. These employees have been identified as critical due to their experience and in-depth institutional knowledge of Organic Garage’s operations. The proposed KERP payments are modest and will only be made at the conclusion of the sale process. The Companies do not seek a charge to secure these payments.

*Should the KERP Appendix be sealed?*

- [42] The Companies ask that Confidential Exhibit “1” to the affidavit of Matt Lurie, containing the KERP details be sealed to protect the key employees from having their personal information disclosed.
- [43] Subsection 137(2) of the *Courts of Justice Act* provides that the Court may order that any document filed in a civil proceeding be treated as confidential, sealed, and not form part of the public record.
- [44] The Supreme Court of Canada, in *Sherman Estate v. Donovan*, 2021 SCC 25, at para. 38, emphasized the importance of the openness of Court proceedings. The Supreme Court indicated that if the Court is being asked to limit this openness presumption, the following must be established:
- a. Court openness poses a serious risk to an important public interest;
  - b. The Order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
  - c. As a matter of proportionality, the benefits of the order outweigh its negative effects.

[45] The KERP in this case contains confidential and personal information of key employees including identifiable information of the persons covered under the KERP and commercially sensitive compensation information.

[46] I am satisfied that the benefits of the requested sealing order outweigh any deleterious effects. The sealing order is limited in scope (only applies to the KERP). Disclosure of

this confidential information could harm the employees covered under the KERP and breach their privacy interests.

[47] I am satisfied that the limited scope of the proposed sealing order is appropriate and satisfies the *Sierra Club of Canada v. Canada (Minister of Finance)*, 2022 SCC 41 requirements, as modified in *Sherman Estate*.

[48] The applicant is directed to provide the sealed confidential exhibit to the Court clerk at the filing office in an envelope with a copy of this endorsement and the signed order (with the relevant provisions highlighted) so that the confidential exhibit can be physically sealed.

*Should the Court approve the Sale Process and Stalking Horse APA?*

[49] I am satisfied that the proposed sale process and stalking horse APA should be approved.

[50] The Court has jurisdiction to approve the proposed sale process and stalking horse APA under section 65.13 of the BIA. Courts routinely grant approval of a stalking horse sale process in the context of NOI proceedings and those under the CCAA.

[51] The following factors for the Court to consider in determining whether to authorize a stalking horse process were identified in *Brainhunter Inc. (Re)*, (2009) 183 ACWS (3d) 905, at para 13:

- a. Is a sale transaction warranted at this time?
- b. Will the sale benefit the whole “economic community”?
- c. Do any of the debtors’ creditors have a *bona fide* reason to object to a sale of the business?
- d. Is there a better viable alternative?

[52] The Court in *Danier Leather Inc., Re*, 2016 ONSC 1044, at para. 23, applied the factors set out in *Brainhunter* in determining whether to approve a sale process in the context of NOI proceedings.

[53] As noted by the Companies, the criteria to be considered in deciding whether to approve a sale set out in section 65.13(4) of the BIA are also relevant when the Court is considering whether to approve a sale process. These factors are:

- a. Whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

- b. Whether the trustee approved the process leading to the proposed sale or disposition;
- c. Whether the trustee filed with the court a report stating that in their opinion, the sale or disposition would be more beneficial to creditors than a sale or disposition under a bankruptcy;
- d. The extent to which creditors were consulted;
- e. The effects of the proposed sale or disposition on the creditors and other interested parties; and
- f. Whether the consideration to be received for the assets is reasonable and fair, taking into consideration their market value.

[54] The Companies and the Proposal Trustee submit that the sale process and the stalking horse APA are appropriate and in the interest of all stakeholders in the circumstances, including:

- a. A sale transaction is necessary at this time because the Companies are insolvent and cannot continue operations without a sale of the business or outside investment.
- b. The proposed sale process is designed to test the market by soliciting bids. The stalking horse APA provides a floor price for the applicable assets.
- c. The alternative to the proposed sale process is bankruptcy, which they state results in an erosion of value.
- d. The Proposal Trustee was consulted and will administer the sale process in consultation with the Companies.
- e. The timelines and terms of the sale process reflect the Companies' current resources and the relative simplicity of the business from a diligence perspective.
- f. The Companies obtained a liquidation value in respect of the subject assets and are satisfied that the purchase price in the bid represents consideration for the equipment that is at the high end of its forced liquidation value.

[55] The Companies and the Proposal Trustee are of the view that it is necessary to start this sales process as soon as possible due to liquidity concerns, among other things.

[56] It was noted that Court approval will be required for any sale, including if the stalking horse bid is the successful bidder. At the request of counsel for the Holders, the proposed Order was amended to include for greater certainty language to this effect.

[57] I am satisfied that the sales process and the stalking horse APA should be approved.

[58] Order attached.

A handwritten signature in blue ink, appearing to be "J. Lee", is located in the upper right quadrant of the page. The signature is written in a cursive style with a horizontal line through the middle.

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY THE 14<sup>th</sup>  
 )  
JUSTICE STEELE ) DAY OF MARCH, 2024

B E T W E E N:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY*  
*ACT*, R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC.,  
2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

**ORDER  
(Sale Process, Procedural Consolidation, Charges, KERP)**

THIS MOTION, made by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc. (collectively the “**Companies**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) was heard this day by Zoom video conference.

**ON READING** the Notice of Motion, the Affidavit of Matthew Lurie sworn March 8, 2024 and the exhibits thereto (the “**Lurie Affidavit**”), and the First Report of KPMG Inc. (“**KPMG**”) dated March 8, 2024 (the “**First Report**”), in its capacity as proposal trustee of the Companies (in such capacity, the “**Proposal Trustee**”), and on being advised that the secured creditors who are likely affected by the charge created herein were given notice, and on hearing

the submissions of counsel for the Companies and counsel for the Proposal Trustee, and those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

### **SERVICE AND INTERPRETATION**

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

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lurie Affidavit.

### **PROCEDURAL CONSOLIDATION**

3. **THIS COURT ORDERS** that the following proposal proceedings shall be procedurally consolidated into one proceeding and shall continue under Estate No. 31-3051650 (the “**Consolidated Proceeding**”):

- (a) Estate No. 31-3051650 in respect of Organic Garage;
- (b) Estate No. 31-3051654 in respect of 2412383 Ontario Inc.;
- (c) Estate No. 31-3051653 in respect of 2347018 Ontario Inc.;
- (d) Estate No. 31-3051656 in respect of 2507158 Ontario Inc.; and
- (e) Estate No. 31-3051657 in respect of 2581751 Ontario Inc. (together the “**Proposal Proceedings**”).

4. **THIS COURT ORDERS** that the style of cause in the within proceedings is hereby amended and shall be assigned to the Consolidated Proceeding:

**Court File No:** 31-3051650  
**Estate File No.** 31-3051650

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED***

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF  
ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO  
INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

5. **THIS COURT ORDERS** that the procedural consolidation pursuant to this Order shall not:

- (a) affect the separate legal status and corporate structures of any of the Companies;
- (b) cause any of the Companies to be liable to any claim for which it is otherwise not liable, or cause any of the Companies to have an interest in an asset to which it otherwise would not have; or
- (c) affect the Proposal Trustee's or any creditor's right to seek to disallow any claim, including on the basis that such claim is duplicative.

6. **THIS COURT ORDERS** that the Proposal Proceedings are not substantively consolidated, and nothing in this Order shall be construed to that effect.

7. **THIS COURT ORDERS** that the Proposal Trustee is authorized and directed to administer the Proposal Proceedings, on a consolidated basis, for all purposes in carrying out its duties and responsibilities as trustee under the BIA, including, without limitation:

- (a) sending notices to creditors of the Companies pursuant to one consolidated notice;

- (b) calling and conducting any meetings of creditors of the Companies pursuant to one combined advertisement;
- (c) issuing consolidated reports in respect of each of the estates of the Companies;
- (d) preparing, filing, advertising and distributing any and all filings or notices relating to the administration of the estates of the Companies;
- (e) taxing its fees, and those of its counsel; and
- (f) bringing motions to this Court.

8. **THIS COURT ORDERS** that the Companies shall file a copy of this Order in the Court file for each of the Proposal Proceedings but that all other or further materials in the Proposal Proceedings shall be filed with the Court only in the Consolidated Proceeding.

9. **THIS COURT ORDERS** that for avoidance of doubt, any motion, application or action in respect of the Companies shall be brought and filed in the Consolidated Proceeding and if so brought and filed it shall be deemed brought and filed in each of the Proposal Proceedings as appropriate, without prejudice to any rules of court or otherwise that are applicable.

#### **EXTENSION OF THE TIME TO FILE A PROPOSAL**

10. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in respect of each of the Companies, including the stay of proceedings, is extended up to and including April 30, 2024.

## **RENT**

11. **THIS COURT ORDERS** that until any of the Companies' real property leases are disclaimed in accordance with the BIA, the Companies shall pay all amounts constituting rent or payable as rent under the applicable real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Company and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including to March 5, 2024 (the "**NOI Filing Date**") shall also be paid.

## **NO INTERFERENCE WITH RIGHTS**

12. **THIS COURT ORDERS** that until the expiry of the date by which the Companies must file a proposal pursuant to section 50.4(1) of the BIA (including as such date may be extended pursuant to section 50.4(9) of the BIA, the "**Proposal Outside Date**"), no individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence, permit, lease, purchase order or other arrangement, whether written or oral (each, an "**Agreement**"), in favour of or held by the Companies, except with the written consent of the Companies and the Proposal Trustee, or leave of this Court

## CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that until the expiry of the Proposal Outside Date, all Persons having an Agreement with the Companies or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, merchant and credit card processing services, insurance, transportation services, utility or other services to the Companies, are hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Companies, and that the Companies shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Companies in accordance with normal payment practices of the Companies or such other practices as may be agreed upon by the supplier or service provider and the Companies and the Proposal Trustee, or as may be ordered by this Court.

14. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that are or may become due from the Companies to such Person in respect of obligations relating to the period prior to the NOI Filing Date, against any amounts that are or may become due from such Person to the Companies in respect of obligations arising on or after the NOI Filing Date, in each case without the consent of the Companies and the Proposal Trustee, or as may be ordered by this Court. For greater certainty and without limiting the generality of the foregoing, no merchant or credit card service provider (a “**Provider**”) shall be entitled to set off any monies that are in its possession or control as of the NOI Filing Date, or that come into its possession and control

subsequent to the NOI Filing Date, against any amounts that may be owing to the Provider, or may become owing to the Provider, in respect of transactions prior to the NOI Filing Date, including in respect of any customer chargebacks relating to sales by the Companies prior to the NOI Filing Date.

#### **DIRECTOR'S CHARGE**

15. **THIS COURT ORDERS** that the Companies shall indemnify their directors and officers (“**D&O**”) against obligations and liabilities that they may incur as a directors or officers of the Companies after the NOI Filing Date, except to the extent that the obligation or liability was incurred as a result of the D&O’s gross negligence or wilful misconduct.

16. **THIS COURT ORDERS** that the D&O of the Companies shall be entitled to the benefit of and is hereby granted a charge (the “**Director’s Charge**”) on all of the Companies’ assets, undertakings and properties acquired for, or used in relation to a business carried on by the Companies, including all proceeds thereof (collectively, the “**Property**”), which charge shall not exceed an aggregate amount of \$140,000, as security for the indemnity provided in paragraph 31 of this Order. The Director’s Charge shall have the priority set out in paragraphs 31 and 33 of this Order.

#### **ADMINISTRATION CHARGE**

17. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and the Companies’ counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property. The Administration Charge shall not exceed an aggregate amount of \$95,000, as security for their professional fees and disbursements incurred at

the standard rates and charges of the Companies' counsel, the Proposal Trustee and its counsel both before and after the making of this Order in respect of these proceedings.

18. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and 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, except any validly perfected security interest in favour of equipment lessors.

#### **PROPOSAL TRUSTEE**

19. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of the Court including, to perform such duties are required to give effect to the terms of this Order and such Other orders as may be made by this Court from time to time.

20. **THIS COURT ORDERS** that, notwithstanding anything contained in this Order, the Proposal Trustee shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Companies' business and shall not, by fulfilling its obligations hereunder, or by inadvertence in relation to the due exercise of powers or performance of duties under this Order, be deemed to have taken or maintained possession or control of the Property, or any part thereof, and nothing in this Order shall be construed as resulting in the Trustee being an employer or a successor employer, within the meaning of any statute, regulation or rule of law or equity, for any purpose whatsoever.

21. **THIS COURT ORDERS** that nothing herein contained shall require the Trustee to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Environmental Protection Act* (Canada), the *Environmental Protection Act* (Ontario), the *Water Resources Act* (Ontario), or the *Occupational Health and Safety Act* (Ontario) and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Trustee shall not, as a result of this Order or anything done in pursuance of the Trustee’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

22. **THIS COURT ORDERS** that the Trustee shall provide any creditor of the Companies with the information provided by the Companies in response to reasonable requests for information made in writing by such creditor addressed to the Trustee. The Trustee shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Trustee has been advised by the Companies is confidential, or that the Trustee has determined must be kept confidential so as to facilitate the Sale Process, the Trustee shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Trustee and the Companies may agree.

### **NO LIABILITY OF PROPOSAL TRUSTEE**

23. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee under the BIA or any applicable legislation.

### **KEY EMPLOYEE RETENTION PLAN**

24. **THIS COURT ORDERS** that the KERP, an unredacted version of which is attached as **Confidential Exhibit “1”** to the Lurie Affidavit and a redacted version as Exhibit “E” to the Lurie Affidavit is approved.

### **APPROVAL OF SALE PROCESS**

25. **THIS COURT ORDERS** that sale process set out in Schedule “A” to this order in respect of the Companies’ assets and/or business (the “**Sale Process**”) is approved. The Proposal Trustee may take such steps as are necessary or desirable to carry out the Sale Process, provided that any definitive agreement to be executed by the Companies in respect of the sale of all or part of the Companies’ Property shall require further approval of this Court.

26. **THIS COURT ORDERS** that the Companies and the Proposal Trustee are authorized and directed to take such steps as they deem necessary or advisable to carry out and perform their

obligations under the Sale Process and to take such steps and execute such documentation as may be necessary or incidental to the Sale Process.

27. **THIS COURT ORDERS** that any step taken by the Companies or the Proposal Trustee in connection with the Sale Process prior to the date of this Order is approved and ratified.

28. **THIS COURT ORDERS** that the Proposal Trustee, the Companies, and their respective assistants, affiliates, partners, employees, representatives and agents 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 the Sale Process, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct in performing their obligations under the Sales Process as determined by this Court.

29. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Proposal Trustee and the Companies are hereby authorized and permitted to disclose and transfer to each potential bidder (the “**Bidders**”) and to their advisors, if requested by such Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Companies’ records pertaining to its past and current employees, but only to the extent desirable or required to negotiate or attempt to complete one or more sales of the Property ( each, a “**Sale**”). Each 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 of the Sale, and if it does not complete a Sale, shall return all such information to the Proposal Trustee and the Companies, or in the alternative destroy all such information. The Successful Bidder(s) (as defined

in the Sale Process) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s) (as defined in the Sale), shall be entitled to use the personal information provided to it that is related to the Property acquired pursuant to the Sale in a manner which is in all material respects identical to the prior use of such information by the Companies, and shall return all other personal information to the Proposal Trustee and the Companies, or ensure that all other personal information is destroyed.

### **APPROVAL OF STALKING HORSE APA**

30. **THIS COURT ORDERS** that the execution, delivery, and entry into by the Companies of the Stalking Horse Purchase Agreement dated as of March 7, 2024 (the “**Stalking Horse APA**”) between the Companies and Maab Global Ltd. (the “**Stalking Horse Purchaser**”), substantially in the form attached as Exhibit “F” to the Lurie Affidavit is confirmed, authorized and approved. For greater certainty, the Stalking Horse APA is approved only as a bid in the Sale Process (as defined herein) and the transaction contemplated therein is subject to prior Court approval.

### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

31. **THIS COURT ORDERS** that the priorities of the Director’s Charge, the Administration Charge, and the Deposit Charge (as defined herein) (collectively, the “**Charges**”) as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$95,000.00); and

Second – Directors’ Charge (to the maximum amount of \$140,000.00).

32. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. **THIS COURT ORDERS** that the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other Encumbrances in favour of any person.

34. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Companies shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with the Charges, unless the Companies also obtain the prior written consent of the Proposal Trustee the beneficiaries of the Charges, or further Order of this Court.

35. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “Chargees”) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other

agreement (collectively, an “**Agreement**”) which binds the Companies, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any agreements or document to establish the Charges shall create or be deemed to constitute a breach by the Companies of any Agreement to which it is a party;
- (b) that the Stalking Horse Purchaser shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the applicable Companies entering into the Stalking Horse APA or the creation of the Deposit Charge; and
- (c) the payments, if any, made by the Companies pursuant to this Order and the granting of the Deposit Charge do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

36. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Companies’ interests in such real property leases.

**SEALING**

37. **THIS COURT ORDERS** that the unredacted copy of the KERP attached as Confidential Exhibit “1” to the Lurie Affidavit shall be filed with the Court and be kept confidential and under seal with the Court until further order of the Court.

## SERVICE AND NOTICE

38. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol at the following [URL:https://kpmg.com/ca/en/home/services/advisory/deal-advisory/creditorlinks.html](https://kpmg.com/ca/en/home/services/advisory/deal-advisory/creditorlinks.html).

39. **THIS COURT ORDERS** that the Proposal Trustee and the Companies and their respective counsel be and are hereby authorized but not obligated, to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the Sale Process to any Person or interested party that the Proposal Trustee or the Companies consider appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

40. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Companies and the Proposal Trustee are at liberty to serve

or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Companies' creditors or other interested parties at their respective addresses as last shown on the records of the Companies and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

41. **THIS COURT ORDERS** that the Proposal Trustee shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Proposal Trustee shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Proposal Trustee shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

#### **GENERAL**

42. **THIS COURT ORDERS** that the Companies or the Proposal Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

43. **THIS COURT ORDERS** that this Order and its effects shall survive the filing by the Companies of a proposal pursuant to the terms of the BIA, the issuance of an initial order in regard to the Companies pursuant to the terms of the *Companies Creditors' Arrangement Act* or the bankruptcy of the Companies, unless this Court orders otherwise.

44. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



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*(Signature of judge, officer or registrar)*

Court File No.: 31-3051650  
Estate File No.: 31-3051650

AND IN THE MATTER ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC.,  
2347018 ONTARIO INC., 2368123 ONTARIO INC., 2507158 ONTARIO INC.,  
2557479 ONTARIO INC., AND 2581751 ONTARIO INC.

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**(IN BANKRUPTCY AND INSOLVENCY)**

PROCEEDING COMMENCED AT TORONTO

**ORDER**

**MILLER THOMSON LLP**

Scotia Plaza  
40 King Street West, Suite 5800  
P.O. Box 1011  
Toronto, ON Canada M5H 3S1

**Asim Iqbal (LSO# 61884B)**

aiqbal@milelrthomson.com  
Tel: 416.597.6008

**Monica Faheim (LSO#: 82213R)**

mfaheim@millerrthomson.com  
Tel: 416.597.6087

Lawyers for Organic Garage (Canada) Ltd. et al

# APPENDIX “E”

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**From:** Sudhanshu Marwaha <sma@zeifmans.ca>  
**Sent:** March 26, 2024 2:18 PM  
**To:** Patel, Pritesh; Fatima, Tahreem; Lomax, Broderick  
**Cc:** Allan Rutman  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]  
**Attachments:** List of docs provided to KPMG - ZPI Comments.pdf; Oragin Foods Inc. formerly known as Organic Garage Ltd. Name Change announcement per Sedar - ORAGIN.pdf; List of Documentation and Information required from KPMG - March 26, 2024.docx; Bankruptcy Order - Oragin Foods Inc. - Endorsement & Order-signed.pdf

Dear Sirs:

This is to advise that as on March 25, 2024, Zeifman Partners Inc. (“Zeifmans” and/or the “Trustee”) has been appointed Trustee of the Estate of Oragin Foods Inc. (“Oragin”) in Bankruptcy. A copy of the Order is attached hereto including the Endorsement.

As you are aware Oragin owns all shares in Organic Garage (Canada ) Ltd. , 1047023 B.C. Ltd., 2664699 Ontario Ltd. and The Future of Cheese Company Corp.

We understand that you are acting as Proposal Trustee for Oragin’s wholly owned subsidiaries and associated entities namely Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2581751 Ontario Inc., 2507158 Ontario Inc. and 2347018 Ontario Inc., collectively (“**Debtors**”)

Please find attached word document , which is a comprehensive list of information and documentation we would like to be provided to us at your earliest convenience.

If you do not anticipate being in a position to provide by March 28<sup>th</sup> business hours, please provide us with further indication as to timing of delivery by documentary request.

We believe it would be conducive for our review to schedule a virtual meeting via Microsoft Teams for a brief discussion in regard your engagement. Please confirm your availability on Wednesday March 27, 2024 and Thursday March 28, 2024 .

Looking forward to your prompt response.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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KPMG Inc.  
Bay Adelaide Centre  
333 Bay Street Suite 4600  
Toronto ON M5H 2S5

Telephone (416) 777-8500  
Fax (416) 777-3364  
Internet www.kpmg.ca

April 1, 2024

Mr. Sudhanshu Marwaha  
Zeifman Partners Inc.  
201 Bridgeland Avenue  
Toronto, ON M6A 1Y7  
By email: sma@zeifmans.ca

Mr. Marwaha:

**RE: In the matter of the Bankruptcy of Oragin Foods Inc.**

We are writing to you in our capacity as Proposal Trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (together the “**Companies**”), and not in our personal or corporate capacity.

We refer to your email dated March 26, 2024, in which you requested various documents and information. In the same email, you also requested a meeting to discuss our engagement.

It is our view that a number of the questions posed are irrelevant and speculative. Alternatively, the Proposal Trustee is not the appropriate party to respond the inquiry posed and the questions should instead be posed to the Companies. Without prejudice to our position, we have, however, endeavored to provide a response to your questions.

As to your request for your meeting, we do not understand your request to discuss our “engagement”. That said, we are available to meet briefly on April 11 at 11am to discuss the status of the Companies’ NOI proceedings. We note that, at this time, we remain appointed as Proposal Trustee of the Companies and will continue to act in such role.

Yours Truly,

KPMG Inc.  
in its capacity as Proposal Trustee of  
Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and  
2581751 Ontario Inc.  
and not in its personal capacity

Per

---

**Pritesh Patel**  
**CIRP, LIT**  
Senior Vice President

## SCHEDULE "A"

Per our cover letter to you dated April 1, 2024, please see our responses in **BOLD CAPS**.

### **Documentation and Information from KPMG – NOI Proposal Trustee for Debtors**

1. Provide copy of Engagement Letter for acting as Proposal Trustee for Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2581751 Ontario Inc., 2507158 Ontario Inc. and 2347018 Ontario Inc., collectively ("**Debtors**") **ALTHOUGH IT NOT CLEAR TO US THE RELEVANCE OF THIS DOCUMENT TO YOUR APPOINTMENT AND THE ADMINISTRATION OF YOUR DUTIES, AS REQUESTED, PLEASE FIND ENCLOSED OUR ENGAGEMENT LETTER TO ACT AS PROPOSAL TRUSTEE**
2. Provide copy of Detailed Invoices with Time Entries till date for acting as Proposal Trustee for Debtors. **PLEASE EXPLAIN THE RELEVANCE OF THIS REQUEST. THE TRUSTEE'S FEES WILL BE TAXED IN THE ORDINARY COURSE, AS REQUIRED UNDER THE BIA. WE WOULD BE HAPPY TO PROVIDE WITH YOU WITH A SUMMARY OF FEES INCURRED TO DATE.**
3. Provide details of Information and copies of documentation including individual financials provided by Debtors till date for acting as Proposal Trustee. **THE PROPOSAL TRUSTEE RELIED UPON COMPANY PREPARED FINANCIAL STATEMENTS FOR THE NOI DEBTORS AND OTHER FINANCIAL INFORMATION PROVIDED BY THE NOI DEBTORS. WE SUGGEST YOU MAKE THIS REQUEST TO THE NOI DEBTORS**
4. Provide contact details for former CFO of Debtors and the Oragin Group. **THE PROPOSAL TRUSTEE DOES NOT HAVE THIS INFORMATION AS THIS PERSON RESIGNED PRIOR TO THE PROPOSAL TRUSTEE'S INVOLVEMENT.**
5. Confirm status and contact details for person performing duties/ acting as CFO/ Controller for Debtors during the Proposal Proceedings. **THE PROPOSAL TRUSTEE PRIMARY CONTACT AT THE NOI DEBTORS IS MR. MATT LURIE.**
6. As per Detailed General Ledger Reports, we noted a payment made to your firm in August 2023 for \$11,300, please confirm the nature of services those were rendered and share copies of engagement letter and work product performed. **THIS AMOUNT RELATES TO ADVISORY SERVICES PROVIDED BY KPMG LLP TO ORAGIN PRIOR TO CURRENT APPOINTMENT. PLEASE FIND ATTACHED HERETO A COPY OF THE RELATED ENGAGEMENT LETTER.**
7. Provide details for any prior engagement performed by your firm for any of Debtors or any of Oragin Group's Entity including Subsidiaries and Holdings/Parent Company and confirm the nature of services those were

## SCHEDULE "A"

rendered and share copies of engagement letter and work product performed including the copies of documentation and information received to perform those engagement. **NO OTHER ENGAGEMENT OTHER THAN THE ONE IDENTIFIED IN ITEM #6 ABOVE**

8. Provide copies of information and documentation that you have reviewed to ascertain/suggest the proposed course of action of filing a NOI Proposal to Debtors wherein you are engaged as Proposal Trustee. **PLEASE SEE RESPONSE IN ITEM #3 ABOVE. THIS IS A DEBTOR IN POSSESSION FILING, AND THE DIRECTORS OF THE NOI DEBTORS DETERMINED IT WAS IN THE BEST INTEREST OF THE COMPANIES TO FILE GIVEN THE SOLVENCY ISSUES.**
9. Provide copy of SISP Package for sale of Assets of the Debtors. **SEE ATTACHED TEASER PACKAGE SENT TO PROSPECTIVE PURCHASERS**
10. Confirm the Balance of funds/cash in bank account and in hand for the Debtors in NOI Proposal as of the date. **PLEASE SEE ATTACHED THE DEBTORS' CASH FLOW AS AT MARCH 8, 2024, WHICH DETAILS THE CASH BALANCE ON OR ABOUT THE DATE OF FILING.**
11. Confirm if the expenses incurred by Debtors during the proposal proceedings for continuation of operations are being paid as they become due and provide detail listing of these expenses incurred till date and the forecasted expenses during the proposal proceedings. **PLEASE SEE RESPONSE IN ITEM #10 ABOVE. IN ADDITION, PLEASE FIND ENCLOSED HEREWITH A VARIANCE REPORT AS AT MARCH 24, 2024.**
12. Provide update and copies of work product for monitoring of operations of Debtors including comparing the actual numbers from ongoing operations with the numbers from forecasted cash flow, and backups for monitoring of assets, inventory, account receivables, account payables, payroll and other major receipts and disbursements during proposal proceedings. **PLEASE SEE RESPONSE IN ITEM #11 ABOVE RE VARIANCE REPORT.**
13. Provide updated forecasted cash flow if available, and advise for any material adverse change noted in operations compared to the forecasted cash flow for Debtors. **WE WILL PROVIDE AN UPDATED CASH FLOW STATEMENT, IF REQUIRED, AT OUR NEXT COURT ATTENDANCE. NO MATERIAL ADVERSE CHANGE NOTED AS AT MARCH 24, 2024.**
14. Confirm and provide details as to relationship if any between the stalking horse bidder – MAAB Global Ltd. and the Board or any non-arm's length party of the Debtors or any of Oragin Group's Entity including Subsidiaries and Holding/Parent Company. **TO THE BEST OF THE PROPOSAL TRUSTEE'S**

## SCHEDULE "A"

### **KNOWLEDGE, THE PURCHASER IS AN ARMS' LENGTH PARTY TO THE NOI DEBTORS**

15. Provide details of the basis of selection and finalization of the stalking horse bidder – MAAB Global Ltd. and their involvement in the Proposal Proceedings for Debtors. **LEADING UP TO THE NOI FILING, THERE WAS LIMITED INTEREST IN THE BUSINESS AND OPERATIONS. THE STALKING HORSE PURCHASER EXPRESSED AN INTEREST IN ACQUIRING THE EQUIPMENT AND LEASES AND, ACCORDINGLY, AFTER NEGOTIATIONS BETWEEN COUNSEL, SUBMITTED A BINDING OFFER THAT INCLUDED A CASH DEPOSIT. THE PURCHASE PRICE AS NOTED BELOW WAS ABOVE THE LIQUIDATION VALUE FOR THE EQUIPMENT**
16. Provide contact details of parties who have signed NDAs and submitted interest in SISP process for sale of assets of Debtors. **SUCH INFORMATION IS CONFIDENTIAL AND CANNOT BE SHARED. HOWEVER, WE CAN ADVISE THAT 10 PARTIES HAVE SIGNED NDAs AS OF MARCH 28, 2024.**
17. Provide copy of Prospect Report for SISP Process for sale of assets of Debtors. **SUCH INFORMATION IS CONFIDENTIAL AND CANNOT BE SHARED WITHOUT FIRST SIGNING AN NDA. AT A HIGH LEVEL, WE HAVE REACHED OUT TO APPROXIMATELY 35 STRATEGIC BUYERS, 70 FINANCIAL BUYERS AND 10 LIQUIDATORS TO DATE.**
18. Provide copy of the Appraisal conducted and analysis conducted for valuation of assets of Debtors. **PLEASE ADVISE OF THE PURPOSE OF THIS REQUEST AND INTENTION? WE WILL NEED TO DISCUSS AN NDA AND OBTAIN CONSENT FROM DANBURY TO SHARE ITS REPORT. AS NOTED TO MR TAYAR'S CLIENT, THE LIQUIDATION VALUE FOR THE EQUIPMENT WAS ASSESSED AT APPROX. CDN\$205,000**
19. Provide basis and backup for conclusion noted from the Court documents *"The consideration contemplated under the proposed Stalking Horse APA is on the higher end of the forced liquidation value for such equipment"* in the absence of a finalized appraisal for the assets of the Debtors. **IT WAS BASED ON OUR DISCUSSIONS WITH DANBURY AND ITS PRELIMINARY ASSESSMENT OF THE NOI DEBTORS' EQUIPMENT AS PER VISITS TO CERTAIN LOCATIONS. PER OUR NOTE IN ITEM #18 ABOVE, THIS HAS NOW BEEN SUPPORTED BY THE FORMAL APPRAISAL.**
20. Per attached copy of Balance Sheet for Organic Garage (Canada) Ltd. for period ending January 31, 2024, which was in your possession for performing this engagement, we have highlighted in yellow color the line items for monies owed to Oragin Foods Inc. by Organic Garage (Canada) Ltd. which

## SCHEDULE "A"

totals to \$6,760,280.89. Please confirm and acknowledge that Oragin Foods Inc. is a creditor of Organic Garage (Canada) Ltd. for \$6,760,280.89, and add us to the list of Creditors for Organic Garage (Canada) Ltd. to receive all the communications and correspondences which goes out to the Creditors, and send us the correspondences and documentations that has already been sent to Creditors of Debtors. **WE WILL ADD YOU TO THE CREDITORS LIST FOR DISTRIBUTION. SEE ENCLOSED COPY OF THE CREDITORS PACKAGE. YOU WILL NEED TO FILE A PROOF OF CLAIM AND PROVE SUCH CLAIM IN THE NOI PROCEEDINGS. TO DATE, THE PROPOSAL TRUSTEE HAS NOT SEEN ANY DOCUMENTATION SUPPORTING THIS DEBT ASIDE FROM THE BALANCE SHEET ENTRIES PREPARED BY ORIGIN'S FORMER CFO**

21. Provide details including contact details for employees/executives listed in KERP for the Proposal proceedings of Debtors. **UNREDACTED INFORMATION PERTAINING TO THE KERP IS SUBJECT TO SEALING ORDER. WE WOULD BE HAPPY SHARE SAME ONCE THE SEALING ORDER IS TERMINATED. OTHERWISE, PLEASE REFER TO THE PROPOSAL TRUSTEE'S FIRST REPORT FOR PUBLICLY AVAILABLE INFORMATION ABOUT THE KERP.**
22. Provide details including contact details for Directors covered under Director's Charge of \$140,000 secured for the Proposal proceedings of Debtors. **MR. MATT LURIE IS THE SOLE DIRECTOR OF EACH OF THE NOI DEBTORS, TO THE BEST OF OUR KNOWLEDGE. WE WOULD DIRECT YOU TO THE COMPANIES FOR FURTHER INFORMATION**
23. Provide details for the assets, Liabilities, current operations status of The Future of Cheese Company Corp. and contact details of its Board and Key employees. **THIS ENTITY IS NOT SUBJECT TO THE NOI PROCEEDINGS AND, AS SUCH, THE PROPOSAL TRUSTEE HAS NO VISIBILITY AS TO THE BUSINESS AND OPERATIONS OF THAT COMPANY. ACCORDINGLY, PLEASE DIRECT YOUR ENQUIRIES TO THAT COMPANY DIRECTLY.**

# APPENDIX “F”

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**From:** Patel, Pritesh <pritchpatel@kpmg.ca>  
**Sent:** April 4, 2024 6:14 PM  
**To:** Allan Rutman; Sudhanshu Marwaha  
**Cc:** Lomax, Broderick; Fatima, Tahreem  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]  
**Attachments:** Organic Garage (Canada) Ltd - Dataroom Index.pdf

Allan

I do not appreciate the veiled threat in your last email regarding the fairness of the SISP, which I will remind you was approved by the Court on March 14, 2024 . It is neither necessary nor productive in the circumstances.

The purpose of the VDR is to facilitate due diligence for interested parties as part of the SISP. I am not sure why any party would require access to the VDR for other purposes. Notwithstanding our view that you are not entitled to nor do you need access to the VDR, we have attached a copy of the index to the VDR in an effort to continue to be helpful.

In regards to your second comment, I take your point. Contingent may not be the appropriate characterization. That said, each creditor, including Oragin Foods Inc., will be required to prove their claim in due course as is required pursuant to the provisions of the BIA.

Finally, we acknowledge that as shareholder of Organic Garage (Canada) Ltd. you have certain rights with respect to information on the SISP and note that we provided you with an update on status of the SISP in terms of the parties contacted and number of parties that signed NDAs. If you continue to wish to have access to the VDR (subject to signing the NDA) please advise of the purpose for which you are seeking access, if it is not to perform due diligence with respect to a potential bid, so that we can consider your request. If there is specific additional information you require beyond VDR access, please advise.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Allan Rutman <aar@zeifmans.ca>  
**Sent:** Thursday, April 4, 2024 12:48 PM  
**To:** Patel, Pritesh <pritchpatel@kpmg.ca>; Sudhanshu Marwaha <sma@zeifmans.ca>  
**Cc:** Lomax, Broderick <blomax@kpmg.ca>; Fatima, Tahreem <tahreemfatima@kpmg.ca>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh I am surprised by your response to Sudhanshu's revision to the NDA you have provided . While we expected a discussion regarding the changes made ,your response misrepresents the discussion we had regarding the request for access to the data site available to purchasers. Firstly at no time did we indicate that the Trustee of Oragin Foods Inc. ("Origin") ,would be a potential purchaser .

In addition we were not asked during the conversation if that were the case .  
Secondly ,I am at a loss to understand what the term “potentially contingent unsecured creditor “ means .  
We are either an unsecured creditor which we believe has been established by the books and records and tax returns of Origin and Organic Garage Inc.(“Organic Garage”) or we are not .There is no contingency here .  
In any event you acknowledge we are a shareholder and an interested party with a right to attend Court proceedings as well as being kept updated on sale proceedings for Organic Garage and its subsidiaries .  
It would be in both Trustees interest when an application is made to Court to approve a sale to a proposed purchaser that no issues arise in respect to the fairness of the process and that data provided to potential purchasers was accurate and reflected the potential value of the business .  
Please reconsider your position as outlined in your letter .



Allan Rutman  
Partner, MBA, CPA, CA

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 416.861.1487 | Main Number: 416.256.4000  
Mobile: 416.417.5596 | Fax: 416.256.4003  
[aar@zeifmans.ca](mailto:aar@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)



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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Thursday, April 4, 2024 11:58 AM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Thanks Sudhanshu.

In light of the fact that you have now confirmed that you do not require access for the required purpose, we are not clear as to why you would be entitled access to the SISP VDR. You are the Bankruptcy Trustee of Oragin Foods Inc. and potentially a contingent unsecured creditor in the NOI proceedings of Organic Garage (Canada) Ltd. Notwithstanding our view that you are not entitled to nor do you need access to the VDR, we have attached a copy the Buyer List prepared in connection with the SISP in an effort to be helpful.

If there are any specific company related documents you are looking for, we would suggest you reach out to the Debtors and their counsel to make such requests, as this is debtor-in-possession proceeding.

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Wednesday, April 3, 2024 5:16 PM

To: Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>

Cc: Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>

Subject: RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

Following up on status of the NDA per our trail mail.

Please confirm if we can send a signed copy with suggested changes in attached version to proceed to get the access to data room.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Sudhanshu Marwaha

**Sent:** Tuesday, April 2, 2024 4:35 PM

**To:** 'Patel, Pritesh' <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>

**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>

**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hello Pritesh,

Please find attached copy of NDA with suggested changes suitable for our us in our capacity as Trustee in Bankruptcy of Oragin Foods Inc., and not a potential bidder/purchaser, please send us the finalized copy for execution.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 4:26 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Sudhanshu

Attached is a copy of the NDA for review. Let us know if any edits otherwise please send us a signed copy for execution. On the Danbury appraisal, I need to seek their consent to share as it contains restrictions on use.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 2:00 PM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

Thanks for the call today. As discussed, please provide us with copy of NDA for SISP, and data room access and the Appraisal report from Danbury.

Also, request you to please share the copies of company prepared financial statements and other financial information received by KPMG from Debtors as per Query No.3

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7

Direct: 647.256.7713 | Main Number: 416.256.4000

Fax: 416.256.4003

[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 10:57 AM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu

Sorry there was a typo in the covering letter. Meeting is for April 1 (not 11<sup>th</sup>) at 11am.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 10:40 AM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

We are confused by your response, as we have call scheduled today as finalized last week at 11 am, please clarify.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 10:28 AM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

Please find attached our letter response to your request from March 26, 2024.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[prtipatel@kpmg.ca](mailto:prtipatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 9:06 AM  
**To:** Patel, Pritesh <[prtipatel@kpmg.ca](mailto:prtipatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Good Morning Pritesh,

We have outlined in our earlier emails the topic / agenda of our discussion and have also provided you with the various bullet form questions in our attached word document request. The Prelim Report is dated March 11th, 2024, and it's almost 3 weeks since same, and as such we would want to discuss with you about your engagement, the current processes, updates since your report and other questions related to your engagement as Proposal Trustee.

Looking forward to speaking with you.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Thursday, March 28, 2024 5:39 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu

We received the invite, thanks.

I am still not sure on the purpose of the meeting so an agenda would be appreciated, even in bullet form. I am sure you have read our First Report which details the plan with respect to the Court-approved sale process.

Have a nice weekend  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Thursday, March 28, 2024 3:41 PM  
**To:** Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Tahreem,

We have sent out invite for same. Agenda for the meeting is as mentioned in our initial email for a brief discussion in regard your firm's engagement as Proposal Trustee of wholly owned subsidiary and associated entities of Oragin Foods Inc.

Looking forward to receiving the requested information and documentation.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Sent:** Thursday, March 28, 2024 2:49 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

Monday at 11am works for us. Please provide us with an agenda ahead of the meeting.

We are working through your listing of requests and intend to provide you with a response prior to our meeting on Monday.

Thank you,

**Tahreem Fatima, CPA**  
Manager, Restructuring & Turnaround  
KPMG LLP

Main Tel: 647-777-5283  
[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Thursday, March 28, 2024 2:16 PM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Pritesh,

Writing to follow up to confirm availability for Monday, so we can schedule our calendars. Also, please update on our request for information and documentation per our initial email.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Sudhanshu Marwaha  
**Sent:** Wednesday, March 27, 2024 6:27 PM  
**To:** 'Patel, Pritesh' <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Pritesh,

No Problem. We can do Monday 11 am or 12 pm or you may suggest some other time slots per your preference.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
CGA, ACCA, CA (India)

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Wednesday, March 27, 2024 6:18 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick

[<blomax@kpmg.ca>](mailto:blomax@kpmg.ca)

**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

This week does not work for us for a call. Can you please propose some times on Monday or Tuesday next week that work for your side.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Wednesday, March 27, 2024 11:00 AM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Pritesh,

As mentioned in our earlier email, Zeifman Partners Inc. has been appointed as Trustee in Bankruptcy of Oragin Foods Inc. on March 25, 2024, pursuant to attached Court Order.  
The date for meeting of Creditors has not been finalized yet, and we expect affirmation of our appointment in the Creditors Meeting.  
We are currently acting per duties and powers granted under BIA section 16 to 19.  
Please elaborate on your comment so we can fully understand your concern.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Tuesday, March 26, 2024 8:48 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

I hope you are well.

I am writing to acknowledge receipt of your email. We are reviewing the list and will be back to you with responses as soon as possible. In the interim, can you please confirm Zeifman Partners Inc. has been affirmed as trustee of Oragin Foods Inc. and provide a copy of the minutes to the first meeting of creditors evidencing same.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Tuesday, March 26, 2024 2:18 PM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Dear Sirs:

This is to advise that as on March 25, 2024, Zeifman Partners Inc. (“Zeifmans” and/or the “Trustee”) has been appointed Trustee of the Estate of Oragin Foods Inc. (“Oragin”) in Bankruptcy. A copy of the Order is attached hereto including the Endorsement.  
As you are aware Oragin owns all shares in Organic Garage (Canada ) Ltd. , 1047023 B.C. Ltd., 2664699 Ontario Ltd. and The Future of Cheese Company Corp.

We understand that you are acting as Proposal Trustee for Oragin’s wholly owned subsidiaries and associated entities namely Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2581751 Ontario Inc., 2507158 Ontario Inc. and 2347018 Ontario Inc., collectively (“**Debtors**”)

Please find attached word document , which is a comprehensive list of information and documentation we would like to be provided to us at your earliest convenience.

If you do not anticipate being in a position to provide by March 28<sup>th</sup> business hours, please provide us with further indication as to timing of delivery by documentary request.

We believe it would be conducive for our review to schedule a virtual meeting via Microsoft Teams for a brief discussion in regard your engagement. Please confirm your availability on Wednesday March 27, 2024 and Thursday March 28, 2024 .

Looking forward to your prompt response.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording appears.

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# APPENDIX “G”

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**From:** Patel, Pritesh <pritchpatel@kpmg.ca>  
**Sent:** April 4, 2024 11:58 AM  
**To:** Sudhanshu Marwaha  
**Cc:** Allan Rutman; Lomax, Broderick; Fatima, Tahreem  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]  
**Attachments:** Organic Garage - Buyers List.pdf

Thanks Sudhanshu.

In light of the fact that you have now confirmed that you do not require access for the required purpose, we are not clear as to why you would be entitled access to the SISP VDR. You are the Bankruptcy Trustee of Oragin Foods Inc. and potentially a contingent unsecured creditor in the NOI proceedings of Organic Garage (Canada) Ltd. Notwithstanding our view that you are not entitled to nor do you need access to the VDR, we have attached a copy the Buyer List prepared in connection with the SISP in an effort to be helpful.

If there are any specific company related documents you are looking for, we would suggest you reach out to the Debtors and their counsel to make such requests, as this is debtor-in-possession proceeding.

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <sma@zeifmans.ca>  
**Sent:** Wednesday, April 3, 2024 5:16 PM  
**To:** Patel, Pritesh <pritchpatel@kpmg.ca>  
**Cc:** Allan Rutman <aar@zeifmans.ca>; Lomax, Broderick <blomax@kpmg.ca>; Fatima, Tahreem <tahreemfatima@kpmg.ca>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

Following up on status of the NDA per our trail mail.

Please confirm if we can send a signed copy with suggested changes in attached version to proceed to get the access to data room.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Sudhanshu Marwaha  
**Sent:** Tuesday, April 2, 2024 4:35 PM  
**To:** 'Patel, Pritesh' <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hello Pritesh,

Please find attached copy of NDA with suggested changes suitable for our us in our capacity as Trustee in Bankruptcy of Oragin Foods Inc., and not a potential bidder/purchaser, please send us the finalized copy for execution.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 4:26 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Sudhanshu

Attached is a copy of the NDA for review. Let us know if any edits otherwise please send us a signed copy for execution. On the Danbury appraisal, I need to seek their consent to share as it contains restrictions on use.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[prtipatel@kpmg.ca](mailto:prtipatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 2:00 PM  
**To:** Patel, Pritesh <[prtipatel@kpmg.ca](mailto:prtipatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

Thanks for the call today. As discussed, please provide us with copy of NDA for SISP, and data room access and the Appraisal report from Danbury.

Also, request you to please share the copies of company prepared financial statements and other financial information received by KPMG from Debtors as per Query No.3

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 10:57 AM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu

Sorry there was a typo in the covering letter. Meeting is for April 1 (not 11<sup>th</sup>) at 11am.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 10:40 AM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Pritesh,

We are confused by your response, as we have call scheduled today as finalized last week at 11 am, please clarify.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Monday, April 1, 2024 10:28 AM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

Please find attached our letter response to your request from March 26, 2024.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Monday, April 1, 2024 9:06 AM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Good Morning Pritesh,

We have outlined in our earlier emails the topic / agenda of our discussion and have also provided you with the various bullet form questions in our attached word document request. The Prelim Report is dated March 11th, 2024, and it's almost 3 weeks since same, and as such we would want to discuss with you about your engagement, the current processes, updates since your report and other questions related to your engagement as Proposal Trustee.

Looking forward to speaking with you.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Thursday, March 28, 2024 5:39 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu

We received the invite, thanks.

I am still not sure on the purpose of the meeting so an agenda would be appreciated, even in bullet form. I am sure you have read our First Report which details the plan with respect to the Court-approved sale process.

Have a nice weekend  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Thursday, March 28, 2024 3:41 PM  
**To:** Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>; Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Tahreem,

We have sent out invite for same. Agenda for the meeting is as mentioned in our initial email for a brief discussion in regard your firm's engagement as Proposal Trustee of wholly owned subsidiary and associated entities of Oragin Foods Inc.

Looking forward to receiving the requested information and documentation.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
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**From:** Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>  
**Sent:** Thursday, March 28, 2024 2:49 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

Monday at 11am works for us. Please provide us with an agenda ahead of the meeting.

We are working through your listing of requests and intend to provide you with a response prior to our meeting on Monday.

Thank you,

**Tahreem Fatima, CPA**  
Manager, Restructuring & Turnaround  
KPMG LLP

Main Tel: 647-777-5283  
[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Thursday, March 28, 2024 2:16 PM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Pritesh,

Writing to follow up to confirm availability for Monday, so we can schedule our calendars. Also, please update on our request for information and documentation per our initial email.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Sudhanshu Marwaha  
**Sent:** Wednesday, March 27, 2024 6:27 PM  
**To:** 'Patel, Pritesh' <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Pritesh,

No Problem. We can do Monday 11 am or 12 pm or you may suggest some other time slots per your preference.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Sent:** Wednesday, March 27, 2024 6:18 PM  
**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

This week does not work for us for a call. Can you please propose some times on Monday or Tuesday next week that work for your side.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Wednesday, March 27, 2024 11:00 AM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Hi Pritesh,

As mentioned in our earlier email, Zeifman Partners Inc. has been appointed as Trustee in Bankruptcy of Oragin Foods Inc. on March 25, 2024, pursuant to attached Court Order.

The date for meeting of Creditors has not been finalized yet, and we expect affirmation of our appointment in the Creditors Meeting.

We are currently acting per duties and powers granted under BIA section 16 to 19.

Please elaborate on your comment so we can fully understand your concern.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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**From:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>

**Sent:** Tuesday, March 26, 2024 8:48 PM

**To:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>

**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc.

Hi Sudhanshu,

I hope you are well.

I am writing to acknowledge receipt of your email. We are reviewing the list and will be back to you with responses as soon as possible. In the interim, can you please confirm Zeifman Partners Inc. has been affirmed as trustee of Oragin Foods Inc. and provide a copy of the minutes to the first meeting of creditors evidencing same.

Thanks  
Pritesh

**Pritesh Patel**  
Partner, Deal Advisory  
KPMG LLP

M: 416.271.1266  
O: 416.468.7923  
[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)

---

**From:** Sudhanshu Marwaha <[sma@zeifmans.ca](mailto:sma@zeifmans.ca)>  
**Sent:** Tuesday, March 26, 2024 2:18 PM  
**To:** Patel, Pritesh <[pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)>; Fatima, Tahreem <[tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Allan Rutman <[aar@zeifmans.ca](mailto:aar@zeifmans.ca)>  
**Subject:** RE: In the matter of Bankruptcy of Oragin Foods Inc. [EXTERNAL]

Dear Sirs:

This is to advise that as on March 25, 2024, Zeifman Partners Inc. (“Zeifmans” and/or the “Trustee”) has been appointed Trustee of the Estate of Oragin Foods Inc. (“Oragin”) in Bankruptcy. A copy of the Order is attached hereto including the Endorsement.

As you are aware Oragin owns all shares in Organic Garage (Canada) Ltd. , 1047023 B.C. Ltd., 2664699 Ontario Ltd. and The Future of Cheese Company Corp.

We understand that you are acting as Proposal Trustee for Oragin’s wholly owned subsidiaries and associated entities namely Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2581751 Ontario Inc., 2507158 Ontario Inc. and 2347018 Ontario Inc., collectively (“**Debtors**”)

Please find attached word document , which is a comprehensive list of information and documentation we would like to be provided to us at your earliest convenience.

If you do not anticipate being in a position to provide by March 28<sup>th</sup> business hours, please provide us with further indication as to timing of delivery by documentary request.

We believe it would be conducive for our review to schedule a virtual meeting via Microsoft Teams for a brief discussion in regard your engagement. Please confirm your availability on Wednesday March 27, 2024 and Thursday March 28, 2024 .

Looking forward to your prompt response.

Regards,



Sudhanshu Marwaha  
Manager, *Licensed Insolvency Trustee, CIRP, CPA,*  
*CGA, ACCA, CA (India)*

201 Bridgeland Avenue | Toronto | Ontario | M6A 1Y7  
Direct: 647.256.7713 | Main Number: 416.256.4000  
Fax: 416.256.4003  
[sma@zeifmans.ca](mailto:sma@zeifmans.ca) | [zeifmans.ca](http://zeifmans.ca)

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At KPMG we are passionate about earning your trust and building a long-term relationship through service excellence. This extends to our communications with you.

Our lawyers have recommended that we provide certain disclaimer language with our messages. Rather than including them here, we're drawing your attention to the following links where the full legal wording appears.

- [Disclaimer concerning confidential and privileged information/unintended recipient](http://disclaimer.kpmg.ca) (<http://disclaimer.kpmg.ca>).
- [Disclaimer concerning tax advice](http://taxdisclaimer.kpmg.ca) (<http://taxdisclaimer.kpmg.ca>).

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# APPENDIX “H”

April 17, 2024

[Sent via E-mail - pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca) and [aigbal@millerthomson.com](mailto:aigbal@millerthomson.com)

Attn: Pritesh Patel

KPMG Inc.  
201 Portage Avenue, 26th Floor  
Winnipeg, MB R3B 3K6

Ideas  
with  
impact

Attn: Asim Iqbal

Miller Thomson LLP  
Scotia Plaza, 40 King Street West  
Suite 5800, P.O. Box 1011  
Toronto, Ontario, M5H 3S1

Dear Sir or Madam,

**Re: In the matter of Bankruptcy of Oragin Foods Inc. (“Oragin”)**

---

We are writing in our capacity as Trustee in Bankruptcy of Oragin Foods Inc. (“Oragin”). Mr. Matt Lurie advised in Oragin’s Creditors Meeting on April 8<sup>th</sup>, 2024 that he could not confirm the status of indebtedness between Oragin and its subsidiary Organic Garage (Canada) Ltd. (“Organic”) as a result of his lack of familiarity with both entities financial records and to seek details from Mr. Nelson Lamb who could provide confirmation..

Mr. Lamb was examined under oath on April 15, 2024 under sub-section 163 (1) of the Bankruptcy and Insolvency Act. Mr. Lamb confirmed that the indebtedness owed by Organic to Oragin was approximately \$6.9 million (and he undertook to advise whether a further \$4.2 million entry in the CRA tax assessments is an indebtedness in addition to \$6.9 million).

Mr. Matt Lurie swore under oath to the best of his belief and knowledge the lack of any debtor /creditor relationship between Oragin and Organic and that no funds were owed by the latter to the former. KPMG Inc., the Trustee under the NOI for Organic, circulated documentation to creditors of Organic and other stakeholders including the court evidencing the non-existence of the indebtedness owed by Organic to Oragin.



In our view, Organic and the Trustee under the NOI of Organic has a positive obligation to the Court and other stakeholders involved to correct its statement and to report that Mr. Matt Lurie's affidavit was materially misleading and that the largest creditor by far in the NOI proceedings of Organic is Oragin's Trustee in Bankruptcy.

If you require any further information, please do not hesitate to contact the undersigned directly at 647-256-7713 or by email at: [sma@zeifmans.ca](mailto:sma@zeifmans.ca).

Yours truly,

**ZEIFMAN PARTNERS INC.**  
solely in its capacity as Trustee in  
Bankruptcy of Oragin Foods Inc.  
with no personal or corporate liability

per: *Sudhanshu Marwaha*

Sudhanshu Marwaha, Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA  
(India), Manager



April 22, 2024

**Sent via E-mail - [pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca)**

Attn: Pritesh Patel

KPMG Inc.  
201 Portage Avenue, 26th Floor  
Winnipeg, MB R3B 3K6

Ideas  
with  
impact

Dear Sir or Madam,

**Re: In the matter of Bankruptcy of Oragin Foods Inc. (“Oragin”)**

---

We are writing in our capacity as Trustee in Bankruptcy of Oragin Foods Inc. (“Oragin”), and as 100% shareholder and majority creditor of Organic Garage (Canada) Ltd. (“Organic”).

Please find attached the copy of Transcript of Examination under Oath conducted for Mr. Nelson Lamb, former CFO of Oragin and Organic, confirming debts owed by Organic to Oragin quoted in round numbers in transcripts per below as of Jan 31, 2024:

1. Loan CD- \$2,917,423.11
2. Note Payable - \$500,000
3. Loan - \$3,342,857.78

**Total - \$6,760,280.89 owed by Organic to Oragin as of Jan 31, 2024.**

Per our review of Paragraph No. 7, of your Second Report as Proposal Trustee, for “Results of the Sales Solicitation Process”, we noted as below:

- Four Qualified Bids were received by Proposal Trustee, with one being a new offer submitted by Stalking Horse Bidder
- Two Qualified Bids for each of a single separate store were received.
- Two Qualified Bids for multiple stores which contained overlapping assets
- Proposal Trustee concluded that the Separate Store Bids were higher in value, on an individual store basis, as compared to the Multiple Store Bids in respect of the same stores.
- On April 11, 2024, the Proposal Trustee contacted the Multiple Store Bidders and requested resubmissions in respect of the Multiple Store Bids, to exclude the Liberty Store, and resubmit their bid as best and final.



- the Proposal Trustee received only one revised bid from the Multiple Store Bidders, and finalised & declared the successful Bid.

We find it difficult to understand your actions regarding the Sales Solicitation Process, wherein the Individual Store Bids for two stores were higher in value compared to Multiple Store Bids:

- Please explain why Individual Store Bidders were not given the same opportunity as Multiple Store Bidders to resubmit or make a best and final offer, despite having offered better value for two stores in total compared to the Multiple Store Bidder.
- Additionally, please explain why the Proposal Trustee advised the Two Multiple Store Bidders to specifically exclude the Liberty Store from their bids and restructure their offers, potentially disadvantaging the interests of stakeholders and bids submitted by Individual Store Bidders.

We look forward to receiving your response and clarification latest by April 24, 2024.

If you require any further information, please do not hesitate to contact the undersigned directly at 647-256-7713 or by email at: [sma@zeifmans.ca](mailto:sma@zeifmans.ca).

Yours truly,

**ZEIFMAN PARTNERS INC.**  
solely in its capacity as Trustee in  
Bankruptcy of Oragin Foods Inc.  
with no personal or corporate liability

*Sudhanshu Marwaha*  
per: \_\_\_\_\_

Sudhanshu Marwaha, Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA (India), Manager



April 22, 2024

[Sent via E-mail - pritchpatel@kpmg.ca](mailto:pritchpatel@kpmg.ca) and [aigbal@millerthomson.com](mailto:aigbal@millerthomson.com)

Attn: Pritesh Patel

KPMG Inc.  
201 Portage Avenue, 26th Floor  
Winnipeg, MB R3B 3K6

Ideas  
with  
impact

Attn: Asim Iqbal

Miller Thomson LLP  
Scotia Plaza, 40 King Street West  
Suite 5800, P.O. Box 1011  
Toronto, Ontario, M5H 3S1

Dear Sir or Madam,

**Re: In the matter of Bankruptcy of Oragin Foods Inc. (“Oragin”)**

---

We are writing in our capacity as Trustee in Bankruptcy of Oragin Foods Inc. (“Oragin”). We are following up regarding the missing information and documentation for Oragin per our initial request sent to Mr. Matt Lurie on March 26, 2024 including the access to Quickbooks Account. Per your advise for technical difficulties faced in order to provide access to the account, we had offered our IT Team’s assistance which you had not availed and advised that you shall be providing us the access to Quickbooks in a swift manner, but we are not in receipt of any correspondence or access to the Quickbooks Account of Oragin till date. Please provide us with the access to Quickbooks Account of Oragin and pending information/ documentation as per Mr. Matt Lurie’s duties as corporate officer of the bankrupt, latest by April 24, 2024.

Per our review of Second Report of NOI Trustee – KPMG Inc. of Organic Garage (Canada) Ltd. and its subsidiaries included in the NOI proceedings, we have noticed a significant variance in the actual professional fees (\$295,976) incurred till date compared to the projected professional fees (\$113,000) for NOI Proceedings per the First Report of NOI Trustee. Please provide us with copies of detailed Invoices for the Professional Fees incurred during the NOI process till date.



If you require any further information, please do not hesitate to contact the undersigned directly at 647-256-7713 or by email at: [sma@zeifmans.ca](mailto:sma@zeifmans.ca).

Yours truly,

**ZEIFMAN PARTNERS INC.**  
solely in its capacity as Trustee in  
Bankruptcy of Oragin Foods Inc.  
with no personal or corporate liability

per: *Sudhanshu Marwaha*

Sudhanshu Marwaha, Licensed Insolvency Trustee, CIRP, CPA, CGA, ACCA, CA  
(India), Manager

# APPENDIX “I”



KPMG Inc.  
Bay Adelaide Centre  
333 Bay Street Suite 4600  
Toronto ON M5H 2S5

Telephone (416) 777-8500  
Fax (416) 777-3364  
Internet www.kpmg.ca

April 23, 2024

**Sent via email: sma@zeifmans.ca**  
**Zeifman Partners Inc.**  
201 Bridgeland Avenue  
Toronto, ON M6A 1Y7  
Attention: Sudhanshu Marwaha

**Re: In the matter of Bankruptcy of Oragin Foods Inc. (“Oragin”)**

Dear Mr. Marwaha:

We write in response to your letters dated April 17, 2024 and April 22, 2024, respectively. As certain of these letters were also sent to counsel for Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), we will defer to Companies’ counsel to address matters as they pertain to the Companies.

First, your letter dated April 17, 2024 references statements made by Mr. Nelson Lamb during examinations conducted under subsection 163(1) of the *Bankruptcy and Insolvency Act*. We received a copy of the transcript from the examination as an attachment to your April 22, 2024 letter. We ask that you please provide us with copies of the exhibits and any other documents that were relied upon during these examinations.

Second, with respect to any claim that Oragin may have in the Companies’ proposal proceedings, we would expect that Oragin would file a proof of claim when required to do so. We note that you have also requested in separate correspondence a creditors’ register. A register is not available at this time as we have not yet requested proofs of claim.

Third, in your first letter dated April 22, 2024, you raised the issue regarding a variance between projected and actual professional fees incurred during the Companies’ proposal proceedings. As you are aware, the Second Report of the KPMG Inc. provides an explanation as to variances incurred to date. We intend to address the balance of your request on this matter in the forthcoming Third Report of KPMG Inc., (the “**Third Report**”) filed in its capacity as Proposal Trustee of the Companies, in connection with the sale approval motion on May 2, 2024.

Finally, in your second letter dated April 22, 2024, you raised an issue regarding the Proposal Trustee’s actions during the Sales Solicitation Process, specifically with respect to the Qualified Bids received. We direct you to review the Bidding Procedures approved as by the Court as part of the Sales Solicitation Process. We intend to address the balance of this matter in the Third Report.

Yours Truly,

**KPMG Inc.**, in its capacity as Proposal Trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. and not in its personal or corporate capacity

Per:

\_\_\_\_\_  
Pritesh Patel  
CIRP, LIT  
Senior Vice President

# TAB 2

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an asset purchase agreement between Organic Garage and 2581751 Ontario Inc., as vendors (together, the “**Vendors**”), and

1000858769 Ontario Inc., as purchaser (the “**Purchaser**”), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “3” to the third report of the Proposal Trustee dated April 23, 2024 (the “**Third Report**”) and Appendix “B” to the supplementary third report of the Proposal Trustee dated May 1, 2024 respectively (the “**Supplemental Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the

completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **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 Proposal Trustee and its 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 Proposal Trustee, as an officer

of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
  
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the Court

approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated May 2, 2024, the Court approved the asset purchase agreement between Organic Garage and 2581751 Ontario Inc. as vendors (together, the “**Vendors**”), and 1000858769 Ontario Inc. as purchaser (the “**Purchaser**”), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and

4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

Court File No.: 31-3051650

Estate File No.: 31-3051650

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY & INSOLVENCY  
Proceedings commenced at Toronto**

---

**APPROVAL AND VESTING ORDER**

---

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**

Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**

Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**

Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

# TAB 3

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE  CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an

asset purchase agreement between Organic Garage and 2581751 Ontario Inc., as vendors (together, the “**Vendors**”), and 1000858769 Ontario Inc., as purchaser (the “**Purchaser**”), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively (the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “~~3~~” to the third report of the Proposal Trustee dated ~~April 23,~~ 2024 (the “**Third Report**”) and Appendix “B” to the supplementary third report of the Proposal Trustee dated May 1, 2024 respectively (the “**Supplemental Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~affidavits of ~~sworn April~~, 2024~~service~~, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISF is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed

to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate

all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **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 Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
  
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the

Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated ~~April~~ May 2, 2024, the Court approved the asset purchase agreement between Organic Garage and 2581751 Ontario Inc. as vendors (together, the “**Vendors**”), and 1000858769 Ontario Inc. as purchaser (the “**Purchaser**”), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;

3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and
4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

Court File No.: 31-3051650

Estate File No.: 31-3051650

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

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**APPROVAL AND VESTING ORDER**

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**AIRD & BERLIS LLP**  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**  
Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**  
Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**  
Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

|

Document comparison by Workshare Compare on May 1, 2024 8:36:04 PM

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Deleted cell	
Moved cell	
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Padding cell	

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# TAB 4

Revised: January 21, 2014

District of Ontario  
Division No. 9 - Toronto  
Court File No. —: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE )  
JUSTICE —CAVANAGH ) ~~WEEKDAY~~THURSDAY, THE #2nd  
DAY OF ~~MONTH~~MAY, ~~20YR~~2024

~~BETWEEN:~~

**PLAINTIFF**

Plaintiff

~~—and—~~

**DEFENDANT**

Defendant

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

## APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ KPMG Inc. ("KPMG"), in its capacity as the ~~Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR]~~ (proposal trustee (in such capacity, the "Proposal Trustee") of Organic Garage (Canada) Ltd. ("Organic Garage"), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the "~~Debtor~~" "Companies")), for an ~~order~~ Order, *inter alia*, approving the sale transaction (the "Transaction") that was selected by the Proposal Trustee under the sale and solicitation process (the "SISP") granted by the Ontario Superior Court of Justice (Commercial List) (the "Court") on March 14, 2024 (the "Sale Process Order"), and as contemplated by an asset purchase agreement ~~of purchase and sale (the "between Organic Garage and 2581751 Ontario Inc., as vendors (together, the "Vendors"), and 1000858769 Ontario Inc., as purchaser (the "Purchaser"), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the "Sale Agreement"))~~ between Organic Garage and 2581751 Ontario Inc., as vendors (together, the "Vendors"), and 1000858769 Ontario Inc., as purchaser (the "Purchaser"), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the "Sale Agreement")) ~~between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE]~~, an unredacted copy of which is attached as Confidential Appendix "3" to the third report of the Proposal Trustee dated April 23, 2024 (the "Third Report") and appended Appendix "B" to the ~~Report~~ supplementary third report of the ~~Receiver~~ Proposal Trustee dated [DATE] May 1, 2024 respectively (the "Supplemental Third Report"), and vesting in the Purchaser the ~~Debtor~~ Vendors's right, title and interest in and to the assets as described in the Sale Agreement (the "Purchased Assets"); was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~affidavits of ~~[NAME]~~[NAME] sworn ~~[DATE]~~[DATE] service, filed<sup>1</sup>;

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.

2. THIS COURT ORDERS AND DECLARES that the Transaction selected from the SISP is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the ~~Receiver~~<sup>3</sup>Vendors is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Vendors and the Proposal Trustee may deem necessary. The ~~Receiver is~~Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the

<sup>1</sup>~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

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

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

conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the ~~"Receiver"~~"Proposal Trustee's Certificate"), all of the ~~Debtor's~~Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~<sup>4</sup> shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Steele dated ~~[DATE]~~March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances";

<sup>4</sup> ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

<sup>5</sup> ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Proposal Trustee’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, as if the Purchased Assets had not been sold and remained in the

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

<sup>7</sup> The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at “net proceeds”.

<sup>8</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.

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

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on ~~any~~the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Companies and shall not be void or voidable by creditors of the ~~Debtor~~Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial

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

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

7. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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Revised: January 21, 2014

Schedule "A—" – Form of ~~Receiver~~ Proposal Trustee's Certificate

District of Ontario  
Division No. 9 - Toronto  
Court File No. \_\_\_\_\_: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

~~BETWEEN:~~

**PLAINTIFF**

**Plaintiff**

~~—and—~~

**DEFENDANT**

**Defendant**

**RECEIVER**

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED***

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE'S CERTIFICATE**

**RECITALS**

**A. \_\_\_\_\_**

I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act (Canada)* each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).

II. Pursuant to an Order of ~~the~~The Honourable ~~[NAME OF JUDGE]~~Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “Court”) ~~dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”~~made March 14, 2024 (the “Sale Process Order”) ~~of, the undertaking, property and assets of [DEBTOR] (the “Debtor”)~~Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. ~~B-~~ Pursuant to an Order of the Court dated ~~[DATE]~~May 2, 2024, the Court approved the asset purchase agreement ~~of purchase and sale made as of [DATE OF AGREEMENT] (the “between Organic Garage and 2581751 Ontario Inc. as vendors (together, the “Vendors”), and 1000858769 Ontario Inc. as purchaser (the “Purchaser”), dated April 16, 2024, as amended by the First Amendment to the Asset Purchase Agreement dated April 29, 2024 (collectively the “Sale Agreement”)~~ ~~between the Receiver [Debtor] and [NAME OF PURCHASER] (the “Purchaser”)~~, and provided for the vesting in the Purchaser ~~of all~~the DebtorVendors’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to ~~Closing~~closing as set out in ~~section 1 of~~ the Sale Agreement

have been satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.

IV. ~~€-~~ Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES** the following:

1. ~~1-~~The Purchaser has paid and the ~~Receiver~~Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. ~~2-~~The conditions to Closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; ~~and~~

3. ~~3-~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee; and

4. ~~4-~~This Proposal Trustee's Certificate was delivered by the ~~Receiver~~Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

5.

~~[NAME OF RECEIVER],~~KPMG INC., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:



Revised: January 21, 2014

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

~~Schedule B—Purchased Assets~~

Revised: January 21, 2014

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

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

Court File No.  
Estate File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY & INSOLVENCY  
Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS  
Brookfield  
181 Bay Street, Suite  
Toronto, ON M5J 2T9

Kyle Plunkett (LSO#  
Tel: 416.865.3406  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

Miranda Spence (LSO# 60621M)  
Tel: (416) 865-3414  
Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

Adrienne Ho (LSO#  
Tel: \_\_\_\_\_ 4  
Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

Lawyers for the Proposal Trustee

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Document comparison by Workshare Compare on May 1, 2024 8:42:17 PM

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# TAB 5

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an asset purchase agreement between Organic Garage and 2412383 Ontario Inc., as vendors (together, the “**Vendors**”), and

Junction Road Nominee Inc., as purchaser (the “**Purchaser**”), dated April 19, 2024 (the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “4” to the third report of the Proposal Trustee dated April 23, 2024 (the “**Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the supplementary third report of the Proposal Trustee dated May 1, 2024 and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee’s certificate to the Purchaser substantially in the form attached as **Schedule “A”** hereto

(the “**Proposal Trustee's Certificate**”), all of the Vendors’ right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee’s Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **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 Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the Court

approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated May 2, 2024, the Court approved the asset purchase agreement between Organic Garage and 2412383 Ontario Inc. as vendors (together, the “**Vendors**”), and Junction Road Nominee Inc. as purchaser (the “**Purchaser**”), dated April 19, 2024 (the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and

4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

Court File No.: 31-3051650

Estate File No.: 31-3051650

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

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**APPROVAL AND VESTING ORDER**

---

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**

Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**

Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**

Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

# TAB 6

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE  CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an

asset purchase agreement between Organic Garage and 2412383 Ontario Inc., as vendors (together, the “**Vendors**”), and Junction Road Nominee Inc., as purchaser (the “**Purchaser**”), dated April 19, 2024 (the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “~~4~~” to the third report of the Proposal Trustee dated ~~April 23~~, 2024 (the “**Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the supplementary third report of the Proposal Trustee dated May 1, 2024 and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit affidavits of ~~sworn April~~, 2024 service, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or

desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. ~~3.~~ **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the

Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. ~~6.~~ **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 Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

8. ~~7.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
  
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the

Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated ~~April~~ May 2, 2024, the Court approved the asset purchase agreement between Organic Garage and 2412383 Ontario Inc. as vendors (together, the “**Vendors**”), and Junction Road Nominee Inc. as purchaser (the “**Purchaser**”), dated April 19, 2024 (the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and

4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

Court File No.: 31-3051650

Estate File No.: 31-3051650

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

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**APPROVAL AND VESTING ORDER**

---

**AIRD & BERLIS LLP**  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**  
Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**  
Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**  
Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

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Document comparison by Workshare Compare on May 1, 2024 8:52:07 PM

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Description	#56802545v3<cloudimanager.com> - DRAFT - Junction Approval and Vesting Order
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:
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	Count
Insertions	13
Deletions	12
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	25

# TAB 7

Revised: January 21, 2014

District of Ontario  
Division No. 9 - Toronto  
Court File No. —: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE )  
JUSTICE —CAVANAGH ) ~~WEEKDAY~~THURSDAY, THE #2nd  
DAY OF ~~MONTH~~MAY, ~~20YR~~2024

~~BETWEEN:~~

**PLAINTIFF**

Plaintiff

~~—and—~~

**DEFENDANT**

Defendant

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

## APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ KPMG Inc. ("KPMG"), in its capacity as the ~~Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR]~~ (proposal trustee (in such capacity, the "Proposal Trustee") of Organic Garage (Canada) Ltd. ("Organic Garage"), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the "~~Debtor~~" "Companies")), for an ~~order~~ Order, *inter alia*, approving the sale transaction (the "Transaction") that was selected by the Proposal Trustee under the sale and solicitation process (the "SISP") granted by the Ontario Superior Court of Justice (Commercial List) (the "Court") on March 14, 2024 (the "Sale Process Order"), and as contemplated by an asset purchase agreement ~~of purchase and sale (the "Sale Agreement") between the Receiver and [NAME OF PURCHASER]~~ (the "between Organic Garage and 2412383 Ontario Inc., as vendors (together, the "Vendors"), and Junction Road Nominee Inc., as purchaser (the "Purchaser")), dated ~~[DATE] and appended~~ April 19, 2024 (the "Sale Agreement"), an unredacted copy of which is attached as Confidential Appendix "4" to the ~~Report~~ third report of the ~~Receiver~~ Proposal Trustee dated ~~[DATE]~~ April 23, 2024 (the "Third Report"), and vesting in the Purchaser the ~~Debtor~~ Vendors's right, title and interest in and to the assets as described in the Sale Agreement (the "Purchased Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~ Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the supplementary third report of the Proposal Trustee dated May 1, 2024 and appendices thereto, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF~~

~~OTHER PARTIES APPEARING]~~Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~affidavits of ~~[NAME]~~sworn ~~[DATE]~~service, filed<sup>1</sup>:

~~;~~

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the ~~Receiver~~<sup>3</sup>Vendors is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Vendors and the Proposal Trustee may deem necessary. The ~~Receiver is~~Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

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

<sup>1</sup>~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

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

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

~~Debtor's~~ Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~<sup>4</sup> shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~ Steele dated ~~[DATE]~~ March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances", ~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D~~) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the~~

<sup>4</sup> ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

<sup>5</sup> ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION} of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act]<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the~~

<sup>6</sup>~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

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

<sup>8</sup>~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

~~Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

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

~~(a)~~ (a) the pendency of these proceedings;

~~(b)~~ (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Companies and any bankruptcy order issued pursuant to any such applications; and

~~(c)~~ (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Companies,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on ~~any~~the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Companies and shall not be void or voidable by creditors of the ~~Debtor~~Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. — THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

7. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~Proposal Trustee and its agents in carrying out the terms of this Order.

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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Revised: January 21, 2014

Schedule "A—" – Form of ~~Receiver~~ Proposal Trustee's Certificate

District of Ontario  
Division No. 9 - Toronto  
Court File No. \_\_\_\_\_: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

~~BETWEEN:~~

**PLAINTIFF**

**Plaintiff**

~~—and—~~

**DEFENDANT**

**Defendant**

**RECEIVER**

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED***

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE'S CERTIFICATE**

**RECITALS**

**A. \_\_\_\_\_**

I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act (Canada)* each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).

II. Pursuant to an Order of ~~the~~The Honourable ~~[NAME OF JUDGE]~~Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “Court”) ~~dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”~~made March 14, 2024 (the “Sale Process Order”) ~~of,~~ the ~~undertaking, property and assets of [DEBTOR] (the “Debtor”)~~Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. ~~B-~~ Pursuant to an Order of the Court dated ~~[DATE]~~May 2, 2024, the Court approved the asset purchase agreement ~~of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”) between the Receiver [Debtor] and [NAME OF PURCHASER]~~between Organic Garage and 2412383 Ontario Inc. as vendors (together, the “Vendors”), and Junction Road Nominee Inc. as purchaser (the “Purchaser”), dated April 19, 2024 (the “Sale Agreement”), and provided for the vesting in the Purchaser ~~of~~all the ~~Debtor~~Vendors’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to ~~Closing~~closing as set out in ~~section~~ ~~of~~ the Sale Agreement have been

satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.

IV. ~~€-~~ Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES** the following:

1. ~~1-~~The Purchaser has paid and the ~~Receiver~~Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. ~~2-~~The conditions to Closing as set out in ~~section • of~~ the Sale Agreement have been satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; ~~and~~

3. ~~3-~~The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee; and

4. ~~4-~~This Proposal Trustee's Certificate was delivered by the ~~Receiver~~Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

5.

~~[NAME OF RECEIVER]~~KPMG INC., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per:

\_\_\_\_\_  
Name:

Title:



Revised: January 21, 2014

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

~~Schedule B—Purchased Assets~~

Revised: January 21, 2014

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

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

Court File No.  
Estate File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY & INSOLVENCY  
Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS  
Brookfield  
181 Bay Street, Suite  
Toronto, ON M5J 2T9

Kyle Plunkett (LSO#  
Tel: 416.865.3406  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

Miranda Spence (LSO# 60621M)  
Tel: (416) 865-3414  
Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

Adrienne Ho (LSO#  
Tel: \_\_\_\_\_ 4  
Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

Lawyers for the Proposal Trustee

56802545.3

Document comparison by Workshare Compare on May 1, 2024 8:56:30 PM

Input:	
Document 1 ID	file://C:\Users\aho\Downloads\approval-and-vesting-order-EN (2).doc
Description	approval-and-vesting-order-EN (2)
Document 2 ID	iManage://cloudimanager.com/CM/56802545/3
Description	#56802545v3<cloudimanager.com> - DRAFT - Junction Approval and Vesting Order
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:
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	Count
Insertions	161
Deletions	155
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	316

# TAB 8

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an asset purchase agreement between Organic Garage, 2347018 Ontario Inc. and 2507158 Ontario Inc., as vendors (together,

the “**Vendors**”), and Maab Global Ltd., as purchaser, dated April 14, 2024 and assigned to Organic Garage Holdings Ltd. (the “**Purchaser**”) by way of an assignment and assumption agreement dated April 30, 2024 (collectively the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “5” to the third report of the Proposal Trustee dated April 23, 2024 (the “**Third Report**”) and Appendix “C” to the supplementary third report of the Proposal Trustee dated May 1, 2024 respectively (the “**Supplemental Third Report**”), and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavits of service, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the

completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

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

sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act*

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

8. **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 Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
  
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the Court

approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated May 2, 2024, the Court approved the asset purchase agreement between Organic Garage, 2347018 Ontario Inc., and 2507158 Ontario Inc. as vendors (together, the “**Vendors**”), and Maab Global Ltd., as purchaser, dated April 14, 2024 and assigned to Organic Garage Holdings Ltd. (the “**Purchaser**”) by way of an assignment and assumption agreement dated April 30, 2024 (collectively the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;
3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and

4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

Court File No.: 31-3051650

Estate File No.: 31-3051650

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY & INSOLVENCY  
Proceedings commenced at Toronto**

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**APPROVAL AND VESTING ORDER**

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**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**

Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**

Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**

Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

# TAB 9

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE ) THURSDAY, THE 2nd  
JUSTICE  CAVANAGH ) DAY OF MAY, 2024

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by KPMG Inc. (“**KPMG**”), in its capacity as the proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”), for an Order, *inter alia*, approving the sale transaction (the “**Transaction**”) that was selected by the Proposal Trustee under the sale and solicitation process (the “**SISP**”) granted by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 14, 2024 (the “**Sale Process Order**”), and as contemplated by an

asset purchase agreement between Organic Garage, 2347018 Ontario Inc. and 2507158 Ontario Inc., as vendors (together, the “**Vendors**”), and Maab Global Ltd., as purchaser—~~(the “**Purchaser**”)~~, dated April 14, 2024 ~~(and assigned to Organic Garage Holdings Ltd. (the “**Purchaser**”))~~ by way of an assignment and assumption agreement dated April 30, 2024 ~~(collectively~~ the “**Sale Agreement**”), an unredacted copy of which is attached as Confidential Appendix “~~5~~” to the third report of the Proposal Trustee dated ~~April 23~~, 2024 (the “**Third Report**”) ~~and Appendix “C” to the supplementary third report of the Proposal Trustee dated May 1, 2024 respectively (the “**Supplemental Third Report**”)~~, and vesting in the Purchaser the Vendors’ right, title and interest in and to the assets as described in the Sale Agreement (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~affidavits of ~~sworn April~~, 2024~~service~~, filed,

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction selected from the SISP is hereby approved, and the execution of the Sale Agreement by the Vendors is hereby authorized and approved, with such minor amendments as the Vendors and the Proposal Trustee

may deem necessary. The Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Proposal Trustee's Certificate**"), all of the Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Steele dated March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

of the Purchased Assets, and that from and after the delivery of the Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

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

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

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

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be

appointed in respect of the Companies and shall not be void or voidable by creditors of the Companies, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **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 Proposal Trustee and its 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 Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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**Schedule “A” – Form of Proposal Trustee’s Certificate**

District of Ontario  
Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE *BANKRUPTCY AND  
INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO  
MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE’S CERTIFICATE**

**RECITALS**

- I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).
  
- II. Pursuant to an Order of The Honourable Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made March 14, 2024 (the “**Sale Process Order**”), the

Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. Pursuant to an Order of the Court dated ~~April~~ May 2, 2024, the Court approved the asset purchase agreement between Organic Garage, 2347018 Ontario Inc., and 2507158 Ontario Inc. as vendors (together, the “**Vendors**”), and Maab Global Ltd. as purchaser, dated April 14, 2024 and assigned to Organic Garage Holdings Ltd. (the “**Purchaser**”); by way of an assignment and assumption agreement dated April ~~1930~~, 2024 (collectively the “**Sale Agreement**”), and provided for the vesting in the Purchaser all the Vendors’ right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the Proposal Trustee.

IV. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE PROPOSAL TRUSTEE CERTIFIES** the following:

1. The Purchaser has paid and the Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Vendors and the Purchaser;

3. The Transaction has been completed to the satisfaction of the Proposal Trustee; and
4. This Proposal Trustee's Certificate was delivered by the Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KPMG INC.**, solely in its capacity as the proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_

Name:

Title:



IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

Court File No.: 31-3051650

Estate File No.: 31-3051650

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**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

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**APPROVAL AND VESTING ORDER**

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**AIRD & BERLIS LLP**  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett (LSO# 61044N)**  
Tel: 416.865.3406  
Email: kplunkett@airdberlis.com

**Miranda Spence (LSO# 60621M)**  
Tel: (416) 865-3414  
Email: mspence@airdberlis.com

**Adrienne Ho (LSO# 68439N)**  
Tel: 416.637.7989  
Email: aho@airdberlis.com

*Lawyers for the Proposal Trustee*

|

Document comparison by Workshare Compare on May 1, 2024 9:00:53 PM

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Deleted cell	
Moved cell	
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Padding cell	

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# TAB 10

Revised: January 21, 2014

District of Ontario  
Division No. 9 - Toronto  
Court File No. —: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE )  
JUSTICE —CAVANAGH ) ~~WEEKDAY~~THURSDAY, THE #2nd  
DAY OF ~~MONTH~~MAY, ~~20YR~~2024

~~BETWEEN:~~

**PLAINTIFF**

Plaintiff

~~—and—~~

**DEFENDANT**

Defendant

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT*, R.S.C., 1985, c. B-3, AS AMENDED**

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

## APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ KPMG Inc. ("KPMG"), in its capacity as the ~~Court-appointed receiver (the "Receiver") of the undertaking, property and assets of [DEBTOR] (proposal trustee (in such capacity, the "Proposal Trustee") of Organic Garage (Canada) Ltd. ("Organic Garage"), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the "Debtor" "Companies"), for an order~~ Order, *inter alia*, approving the sale transaction (the "Transaction") that was selected by the Proposal Trustee under the sale and solicitation process (the "SISP") granted by the Ontario Superior Court of Justice (Commercial List) (the "Court") on March 14, 2024 (the "Sale Process Order"), and as contemplated by an agreement of asset purchase and sale (the "agreement between Organic Garage, 2347018 Ontario Inc. and 2507158 Ontario Inc., as vendors (together, the "Vendors"), and Maab Global Ltd., as purchaser, dated April 14, 2024 and assigned to Organic Garage Holdings Ltd. (the "Purchaser") by way of an assignment and assumption agreement dated April 30, 2024 (collectively the "Sale Agreement") ~~between the Receiver and [NAME OF PURCHASER] (the "Purchaser") dated [DATE] and appended to the Report, an unredacted copy of which is attached as Confidential Appendix "5" to the third report of the Proposal Trustee dated April 23, 2024 (the "Third Report") and Appendix "C" to the supplementary third report of the Receiver Proposal Trustee dated [DATE] May 1, 2024 respectively (the "Supplemental Third Report"), and vesting in the Purchaser the Debtor Vendors's right, title and interest in and to the assets as described in the Sale Agreement (the "Purchased Assets");~~ was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~Report~~Motion Record of the Proposal Trustee, including the Third Report and appendices thereto, the Supplemental Motion Record of the Proposal Trustee, including the Supplemental Third Report and appendices thereto, and on hearing the submissions of counsel for the ~~Receiver, [NAMES OF OTHER PARTIES APPEARING]~~Vendors and counsel for the Proposal Trustee and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the ~~affidavit~~affidavits of ~~[NAME]~~[NAME] sworn ~~[DATE]~~[DATE] ~~service,~~ filed<sup>1</sup>;

1. **THIS COURT ORDERS** that all capitalized terms in this Order shall have the meaning as set out in the Sale Agreement, unless otherwise expressly defined herein.

2. THIS COURT ORDERS AND DECLARES that the Transaction selected from the SISP is hereby approved,<sup>2</sup> and the execution of the Sale Agreement by the ~~Receiver~~<sup>3</sup>Vendors is hereby authorized and approved, with such minor amendments as the ~~Receiver~~Vendors and the Proposal Trustee may deem necessary. The ~~Receiver is~~Vendors and the Proposal Trustee are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the

<sup>1</sup>~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

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

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

conveyance of the Purchased Assets to the Purchaser, including without limitation, the Assignment and Assumption Agreements.

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that upon the delivery of a ~~Receiver~~Proposal Trustee's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "~~Receiver~~Proposal Trustee's Certificate"), all of the ~~Debtor's~~Vendors' right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~<sup>4</sup> shall vest absolutely in the Purchaser, free and clear of and from any and all certificates of pending litigation and any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, writs, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims"<sup>5</sup>) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Steele dated ~~[DATE]~~March 14, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; ~~and (iii) those Claims listed on Schedule C hereto~~ (all of which are collectively referred to as the "Encumbrances");

<sup>4</sup> ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

<sup>5</sup> ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D<sup>2</sup>)~~ and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

~~3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}] of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act<sup>6</sup>, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.~~

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds<sup>7</sup> from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the ~~Receiver~~Proposal Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale<sup>8</sup>, as if the Purchased Assets had not been sold and remained in the

~~<sup>6</sup> Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

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

~~<sup>8</sup> This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

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

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

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

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

~~(a)~~ (a) the pendency of these proceedings;

~~(b)~~ (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Companies and any bankruptcy order issued pursuant to any such applications; and

~~(c)~~ (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Companies,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on ~~any~~the Proposal Trustee and any other licensed insolvency trustee in bankruptcy that may be appointed in respect of the ~~Debtor~~Companies and shall not be void or voidable by creditors of the ~~Debtor~~Companies, nor shall it constitute nor be deemed to be a fraudulent preference,

assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

8. ~~9.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the ~~Receiver~~ Proposal Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the ~~Receiver~~ Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the ~~Receiver~~ Proposal Trustee and its agents in carrying out the terms of this Order.

9. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

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Revised: January 21, 2014

Schedule "A—" – Form of ~~Receiver~~ Proposal Trustee's Certificate

District of Ontario  
Division No. 9 - Toronto  
Court File No. \_\_\_\_\_: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**

~~BETWEEN:~~

**PLAINTIFF**

**Plaintiff**

~~—and—~~

**DEFENDANT**

**Defendant**

**RECEIVER**

**IN THE MATTER OF THE *BANKRUPTCY AND***  
***INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED***

**AND IN THE MATTER OF A NOTICE OF INTENTION TO**  
**MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)**  
**LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,**  
**2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

**PROPOSAL TRUSTEE'S CERTIFICATE**

**RECITALS**

**A. \_\_\_\_\_**

I. Pursuant to a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act (Canada)* each filed by Organic Garage (Canada) Ltd. (“**Organic Garage**”), 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc. (collectively, the “**Companies**”) on March 5, 2024, KPMG Inc. was named as the Companies’ proposal trustee (in such capacity, the “**Proposal Trustee**”).

II. Pursuant to an Order of ~~the~~The Honourable ~~[NAME OF JUDGE]~~Justice Steele of the Ontario Superior Court of Justice (Commercial List) (the “Court”) ~~dated [DATE OF ORDER], [NAME OF RECEIVER] was appointed as the receiver (the “Receiver”~~made March 14, 2024 (the “Sale Process Order”) ~~of, the undertaking, property and assets of [DEBTOR] (the “Debtor”)~~Court approved, among other things, a sale and investment solicitation process with respect to the assets and/or business of the Companies to be conducted by the Proposal Trustee.

III. ~~B-~~ Pursuant to an Order of the Court dated ~~[DATE]~~May 2, 2024, the Court approved the asset purchase agreement ~~of purchase and sale made as of [DATE OF AGREEMENT] (the “Sale Agreement”) between the Receiver [Debtor] and [NAME OF PURCHASER]~~between Organic Garage, 2347018 Ontario Inc., and 2507158 Ontario Inc. as vendors (together, the “Vendors”), and Maab Global Ltd., as purchaser, dated April 14, 2024 and assigned to Organic Garage Holdings Ltd. (the “Purchaser”) by way of an assignment and assumption agreement dated April 30, 2024 (collectively the “Sale Agreement”), and provided for the vesting in the Purchaser ~~of all~~the DebtorVendors’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the ~~Receiver~~Proposal Trustee to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to

~~Closing~~closing as set out in ~~section 4.1~~ of the Sale Agreement have been satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; and (iii) that the Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee.

IV. ~~€~~ Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE ~~RECEIVER~~PROPOSAL TRUSTEE CERTIFIES the following:

1. ~~1.~~ The Purchaser has paid and the ~~Receiver~~Proposal Trustee has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. ~~2.~~ The conditions to Closing as set out in ~~section 4.1~~ of the Sale Agreement have been satisfied or waived by the ~~Receiver~~Vendors and the Purchaser; ~~and~~

3. ~~3.~~ The Transaction has been completed to the satisfaction of the ~~Receiver~~Proposal Trustee; and

4. ~~4.~~ This Proposal Trustee's Certificate was delivered by the ~~Receiver~~Proposal Trustee at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

5.

~~[NAME OF RECEIVER]~~KPMG INC., solely in its capacity as ~~Receiver of the undertaking, property and assets of [DEBTOR]~~proposal trustee of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc. and 2581751 Ontario Inc., and not in its personal capacity or corporate capacity

Per: \_\_\_\_\_  
Name:

Title:

Revised: January 21, 2014

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF A NOTICE OF INTENTION TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

~~Schedule B—Purchased Assets~~

Revised: January 21, 2014

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

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

Court File No.  
Estate File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
IN BANKRUPTCY & INSOLVENCY  
Proceedings commenced at Toronto

APPROVAL AND VESTING ORDER

AIRD & BERLIS  
Brookfield  
181 Bay Street, Suite  
Toronto, ON M5J 2T9

Kyle Plunkett (LSO#  
Tel: 416.865.3406  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

Miranda Spence (LSO# 60621M)  
Tel: (416) 865-3414  
Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

Adrienne Ho (LSO#  
Tel: \_\_\_\_\_ 4  
Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

Lawyers for the Proposal Trustee

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# TAB 11

District of Ontario  
Division No. 09 - Toronto  
Court File No. 31-3051650  
Estate File No. 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY & INSOLVENCY)**

THE HONOURABLE ) THURSDAY, THE 2<sup>ND</sup> DAY  
 )  
JUSTICE CAVANAGH ) OF MAY, 2024

IN THE MATTER OF THE BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

**ANCILLARY ORDER**

**THIS MOTION**, made by KPMG Inc., in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc. (collectively the “**Companies**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), for an ancillary order (this “**Order**”) was heard by this Honourable Court (the “**Court**”) on this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Motion Record and Supplemental Motion Record of the Proposal Trustee, including the first report of the Proposal Trustee dated March 11, 2024 (the “**First Report**”), the second report of the Proposal Trustee dated April 19, 2024 (the “**Second Report**”), the third report of the Proposal Trustee dated April 23, 2024 (the “**Third Report**”), and the supplementary third report of the Proposal Trustee dated May 1, 2024 (the “**Supplemental Third Report**”) and the affidavits of the Proposal Trustee and its counsel as to fees appended to the Third

Report (collectively, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Proposal Trustee, counsel for the Companies, and counsel to and the other parties listed on the participant information form, no one else appearing although properly served as appears from the affidavits of service, filed:

**APPROVAL OF REPORTS, ACTIONS & FEES**

1. **THIS COURT ORDERS** that the First Report, Second Report, Third Report, Supplemental Third Report, and the actions, activities and conduct of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its counsel, as set out in the Third Report and the Fee Affidavits be and are hereby taxed and approved.

**SEALING CONFIDENTIAL DOCUMENTS**

3. **THIS COURT ORDERS** that Confidential Appendices 1 through 5 to the Third Report (collectively, the “**Confidential Appendices**”), shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

4. **THIS COURT ORDERS** that the Confidential Appendices shall remain under seal until the Liberty Transaction, Junction Transaction, and OG Transaction, as each are described in the Third Report, are completed, or upon further order of this Court.

**GENERAL**

5. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.

---

**THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED**

**AND IN THE MATTER OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018  
ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.**

Court File No.: BK-24-03051650-0031

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***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

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**ANCILLARY ORDER**

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**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO # 61044N)

Tel: (416)-865-3406

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Miranda Spence** (LSO # 60621M)

Tel: (416)865-3414

Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

**Adrienne Ho** (LSO # 68439N)

Tel: (416)637-7980

Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

*Lawyers for KPMG Inc., in its Capacity as Proposal Trustee*

# TAB 12

District of Ontario  
Division No. 09 - Toronto  
Court File No. 31-3051650  
Estate File No. 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(IN BANKRUPTCY & INSOLVENCY)**

THE HONOURABLE ) THURSDAY, THE 2<sup>ND</sup> DAY  
)  
JUSTICE  CAVANAGH ) OF MAY, 2024

IN THE MATTER OF THE BANKRUPTCY AND  
INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION  
TO MAKE A PROPOSAL OF ORGANIC GARAGE (CANADA)  
LTD., 2412383 ONTARIO INC., 2347018 ONTARIO INC.,  
2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

**ANCILLARY ORDER**

**THIS MOTION**, made by KPMG Inc., in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) of Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc. (collectively the “**Companies**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the “**BIA**”), for an ancillary order (this “**Order**”) was heard by this Honourable Court (the “**Court**”) on this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the [Motion Record and Supplemental](#) Motion Record of the Proposal Trustee, including the first report of the Proposal Trustee dated March 11, 2024 (the “**First Report**”), the second report of the Proposal Trustee dated April 19, 2024 (the “**Second Report**”) ~~and~~, the third report of the Proposal Trustee dated April 23, 2024 (the “**Third Report**”), [and the supplementary third report of the Proposal Trustee dated May 1, 2024 \(the “Supplemental](#)

Third Report”) and the affidavits of the Proposal Trustee and its counsel as to fees appended to the Third Report (collectively, the “**Fee Affidavits**”), and on hearing the submissions of counsel for the Proposal Trustee, counsel for the Companies, and counsel to and the other parties listed on the participant information form, no one else appearing although properly served as appears from the ~~affidavit~~affidavits of ~~\*,~~ sworn ~~\*,~~ 2024service, filed:

**APPROVAL OF ~~FIRST, SECOND AND THIRD REPORT~~REPORTS, ACTIONS & FEES**

1. **THIS COURT ORDERS** that the First Report, Second Report, Third Report, Supplemental Third Report, and the actions, activities and conduct of the Proposal Trustee described therein be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

2. **THIS COURT ORDERS** that the fees and disbursements of the Proposal Trustee and its counsel, as set out in the Third Report and the Fee Affidavits be and are hereby taxed and approved.

**SEALING CONFIDENTIAL DOCUMENTS**

3. **THIS COURT ORDERS** that Confidential ~~Exhibit~~Appendices 1 through 5 to the Third Report (collectively, the “**Confidential ~~Exhibits~~Appendices**”), shall be sealed, kept confidential, and shall not form part of the public record, but shall rather be placed separate and apart from all the other contents of the Court File in a separately sealed envelope on which is affixed a notice setting out the title of these proceedings and a statement that the contents are subject to a sealing order.

4. **THIS COURT ORDERS** that the Confidential ~~Exhibits~~Appendices shall remain under seal until the Liberty Transaction, Junction Transaction, and OG Transaction, as each are described in the Third Report, are completed, or upon further order of this Court.

**GENERAL**

5. **THIS COURT ORDERS** that this Order is effective as of 12:01 a.m. from today's date and is enforceable without the need for entry and filing.

---

THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC., 2347018  
ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

Court File No.: BK-24-03051650-0031

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY & INSOLVENCY**  
**Proceedings commenced at Toronto**

**ANCILLARY ORDER**

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

**Kyle Plunkett** (LSO # 61044N)

Tel: (416)-865-3406

Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

**Miranda Spence** (LSO # 60621M)

Tel: (416)865-3414

Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

**Adrienne Ho** (LSO # 68439N)

Tel: (416)637-7980

Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

*Lawyers for KPMG Inc., in its Capacity as Proposal Trustee*

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Document comparison by Workshare Compare on May 1, 2024 9:11:46 PM

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Document 2 ID	iManage://cloudimanager.com/CM/60024680/3
Description	#60024680v3<cloudimanager.com> - Ancillary Order - May 2, 2024
Rendering set	Standard

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Split/Merged cell	
Padding cell	

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Insertions	12
Deletions	9
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	21

# TAB 13

**SERVICE LIST**  
(As at May 1, 2024)

<u><b>PARTY</b></u>	<u><b>CONTACT</b></u>
<p><b>MILLER THOMSON LLP</b> 40 King Street West, Suite 5800 Toronto, ON M5H 3S1</p> <p><i>Counsel for Organic Garage (Canada) Ltd., 2412383 Ontario Inc., 2347018 Ontario Inc., 2507158 Ontario Inc., and 2581751 Ontario Inc.</i></p>	<p><b>Asim Iqbal</b> Email: <a href="mailto:aiqbal@millerthomson.com">aiqbal@millerthomson.com</a> Tel: 416-597-6008</p> <p><b>Monica Faheim</b> Email: <a href="mailto:mfaheim@millerthomson.com">mfaheim@millerthomson.com</a> Tel: 416-597-6087</p>
<p><b>AIRD &amp; BERLIS LLP</b> 181 Bay Street, Suite 1800 Toronto, ON M5J 2T9</p> <p><i>Counsel for the Proposal Trustee</i></p>	<p><b>Kyle Plunkett</b> Email: <a href="mailto:kplunkett@airdberlis.com">kplunkett@airdberlis.com</a> Tel: 416-865-3406</p> <p><b>Miranda Spence</b> Email: <a href="mailto:mspence@airdberlis.com">mspence@airdberlis.com</a> Tel: (416) 865-3414</p> <p><b>Adrienne Ho</b> Email: <a href="mailto:aho@airdberlis.com">aho@airdberlis.com</a> Tel: 416-637-7980</p>
<p><b>KPMG INC.</b> Bay Adelaide Centre 333 Bay Street, Suite 4600 Toronto, ON M5H 2S5</p> <p><i>Proposal Trustee</i></p>	<p><b>Pritesh Patel</b> Email: <a href="mailto:pritpatel@kpmg.ca">pritpatel@kpmg.ca</a> Tel: 416-468-7923</p> <p><b>Tahreem Fatima</b> Email: <a href="mailto:tahreemfatima@kpmg.ca">tahreemfatima@kpmg.ca</a> Tel: 647-777-5283</p>
<p><b>LOOPSTRA NIXON LLP</b> Richmond-Adelaide Centre 130 Adelaide Street West, Suite 2800 Toronto, Ontario M5H 3P5</p> <p><i>Stalking Horse Bidder's Counsel</i></p>	<p><b>R. Graham Phoenix</b> Email: <a href="mailto:gphoenix@LN.Law">gphoenix@LN.Law</a> Tel: 416.748.4776</p>

<u>PARTY</u>	<u>CONTACT</u>
<p><b>FRED TAYAR &amp; ASSOCIATES</b>  Professional Corporation  65 Queen St. West  Suite 1200  Toronto, Ontario  M5H 2M5</p> <p><i>Counsel for Tobias Ihde</i></p>	<p><b>Fred Tayar</b>  Email: <a href="mailto:fred@fredtayar.com">fred@fredtayar.com</a>  Tel: (416)363-1800 x200</p>
<p><b>ROYAL BANK OF CANADA</b></p> <p><i>PPSA Registrant</i></p>	<p><b>Yartri Vagadia</b>  Email: <a href="mailto:yatri.vagadia@rbc.com">yatri.vagadia@rbc.com</a></p>
<p><b>TORONTO WHOLESALE PRODUCE ASSOCIATION</b></p> <p><i>PPSA Registrant</i></p>	<p><b>Joy Achu</b>  Email: <a href="mailto:joy.achu@twpa.ca">joy.achu@twpa.ca</a>  Tel: 416-259-7827 ext. 225</p>
<p><b>WELLS FARGO EQUIPMENT FINANCE COMPANY</b></p> <p><i>PPSA Registrant</i></p>	<p><b>Waylon Karr</b>  Email: <a href="mailto:wkarr@busys.ca">wkarr@busys.ca</a>  Tel: 905.749.4424</p> <p><i>With a copy to:</i>  Wells Fargo Equipment Finance Company  2300 Meadowvale Blvd.  Mississauga, ON  L5N 5P9</p>
<p><b>9013-6573 QUEBEC INC</b></p> <p><i>PPSA Registrant</i></p>	<p><b>Alberto Del Peschio</b>  Email: <a href="mailto:adelpeschio@sirsolutions.com">adelpeschio@sirsolutions.com</a></p> <p><b>Rainer Wellige</b>  Email: <a href="mailto:rwellige@sirsolutions.com">rwellige@sirsolutions.com</a></p> <p><b>Marc-André Roy</b>  Email: <a href="mailto:mroy@sirsolutions.com">mroy@sirsolutions.com</a></p> <p><i>With a copy to:</i>  9013-6573 Quebec Inc.  3565 Rue Jarry Est Bureau 650  Montreal, QC  H1Z 4K6</p>
<p><b>8000 BATHURST STREET REALTY INC.</b></p> <p><i>Landlord</i></p>	<p><b>Sharon Bart</b>  Email: <a href="mailto:sbart@mandrholdings.com">sbart@mandrholdings.com</a>  Tel: 416.342.5452</p>

<u>PARTY</u>	<u>CONTACT</u>
<p><b>JUNCTION ROAD NOMINEE INC. (JUNCTION LEASE)</b> 22 St. Clair Avenue East, Suite 1010, Toronto ON M4T 2S3</p> <p><i>Landlord</i></p>	<p><b>Kelly Bernardo</b> Email: <a href="mailto:kbernardo@ricocan.com">kbernardo@ricocan.com</a> Tel: 416.789.8497 (Property Manager)</p> <p><b>Ty Diamond</b> Email: <a href="mailto:tdiamond@diamondkilmer.ca">tdiamond@diamondkilmer.ca</a> Tel: 416.625.5705</p> <p><b>Sanea Tanvir</b> Email: <a href="mailto:stanvir@mccarthy.ca">stanvir@mccarthy.ca</a> Tel: 416-601-8181 McCarthy Tétrault 66 Wellington Street West Suite 5300, TD Bank Tower Box 48 Toronto ON M5K 1E6 Canada (Counsel for Junction Road Nominee Inc.)</p>
<p><b>8841896 CANADA INC. (LIBERTY LEASE)</b></p> <p><i>Landlord</i></p>	<p><b>Camoy Wynter</b> Email: <a href="mailto:c.wynter@kevr.ca">c.wynter@kevr.ca</a> Tel: 416.538.8472</p>
<p><b>DAOUST VUKOVICH LLP</b> 20 Queen Street West, Suite 3000 Toronto, ON M5H 3R3</p> <p><i>Counsel for 8841896 Canada Inc.,</i></p>	<p><b>Dina Peat</b> Email: <a href="mailto:DPeat@dv-law.com">DPeat@dv-law.com</a> Tel: 416-598-7055</p> <p><b>Dennis Daoust</b> Email: <a href="mailto:ddaoust@dv-law.com">ddaoust@dv-law.com</a> Tel: 416-597-9339</p>
<p><b>SZETO PING HAY</b></p> <p><i>Landlord</i></p>	<p><b>Thomas Szeto</b> Email: <a href="mailto:thomasszeto123@gmail.com">thomasszeto123@gmail.com</a> Tel: 437.434.5851</p>
<p><b>YORK LEGAL</b> Barrister &amp; Solicitor 5734 Yonge Street, Suite 402, Toronto, ON M2M 4E7</p> <p><i>Counsel for Szeto Ping Hay</i></p>	<p><b>Harvey J. Ash</b> Email: <a href="mailto:harveyash@yorklegal.ca">harveyash@yorklegal.ca</a> Tel: 416-250-0080</p>
<p><b>M&amp;R HOLDINGS</b></p>	<p><b>Benjamin T. Radcliffe</b> Email: <a href="mailto:BRadcliffe@dickinson-wright.com">BRadcliffe@dickinson-wright.com</a></p>

<u>PARTY</u>	<u>CONTACT</u>
<p><b>DICKINSON WRIGHT</b> 199 Bay St. Suite 2200, Toronto ON M5L 1G4</p> <p><i>Counsel to Bathurst Landlord</i></p>	<p><b>David Preger</b> Email: <a href="mailto:dpreger@dickinsonwright.com">dpreger@dickinsonwright.com</a> Tel: 416.646.4606</p>
<p><b>ONTARIO MINISTRY OF FINANCE INSOLVENCY UNIT</b> Legal Services Branch 33 King Street West, 6<sup>th</sup> Floor Oshawa, ON L1H 8H5</p>	<p>Email: <a href="mailto:insolvency.unit@ontario.ca">insolvency.unit@ontario.ca</a></p>
<p><b>OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA</b> 151 Yonge Street, 4<sup>th</sup> Floor Toronto, ON M5C 2W7</p>	<p>Email: <a href="mailto:osbservice-bsfservice@ised-isde.gc.ca">osbservice-bsfservice@ised-isde.gc.ca</a></p>
<p><b>UNITED FOOD AND COMMERCIAL WORKERS CANADA LOCAL 1006A</b></p>	<p><b>Michael Hancock</b> Email: <a href="mailto:mhancock@ufcw1006a.ca">mhancock@ufcw1006a.ca</a> Tel: 647-334-1736</p> <p><b>Lesley Prince</b> Email: <a href="mailto:lprince@ufcw1006a.ca">lprince@ufcw1006a.ca</a> Tel: 647-518-3973</p> <p><b>Andrew Hatnay</b> Email: <a href="mailto:ahatnay@kmlaw.ca">ahatnay@kmlaw.ca</a> Koskie Minsky LLP 20 Queen Street West Suite 900 Toronto, ON M5H 3R3 <i>(Counsel to United Food and Commercial Workers Canada Local 1006A)</i></p>
<p><b>SPEIGEL NICHOLS FOX LLP</b> 1 Robert Speck Parkway, Suite 200 Mississauga, ON L4Z 3M3</p> <p><i>Lawyers for Toronto Wholesale Produce Association</i></p>	<p><b>Irving Fox</b> Email: <a href="mailto:irving@ontlaw.com">irving@ontlaw.com</a> Tel: 905.366.9700 ext. 223</p>

<u>PARTY</u>	<u>CONTACT</u>
<b>1000858769 ONTARIO INC.</b> c/o WeirFoulds LLOP 4100 – 66 Wellington Street West Toronto, ON M5K 1B7	<b>Richard Arezes</b> Email: <a href="mailto:rarezes@weirfoulds.com">rarezes@weirfoulds.com</a>  <b>Philip Cho</b> Email: <a href="mailto:pcho@weirfoulds.com">pcho@weirfoulds.com</a>

**Email Service List:**

[aiqbal@millerthomson.com](mailto:aiqbal@millerthomson.com); [mfاهيم@millerthomson.com](mailto:mfاهيم@millerthomson.com); [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com);  
[aho@airdberlis.com](mailto:aho@airdberlis.com); [mspence@airdberlis.com](mailto:mspence@airdberlis.com); [pritchard@kpmg.ca](mailto:pritchard@kpmg.ca); [tahreemfatima@kpmg.ca](mailto:tahreemfatima@kpmg.ca);  
[gphoenix@LN.Law](mailto:gphoenix@LN.Law); [yatri.vagadia@rbc.com](mailto:yatri.vagadia@rbc.com); [joy.achu@twpa.ca](mailto:joy.achu@twpa.ca); [wkarr@busys.ca](mailto:wkarr@busys.ca);  
[sbart@mandrholdings.com](mailto:sbart@mandrholdings.com); [kbernardo@ricocan.com](mailto:kbernardo@ricocan.com); [c.wynter@kevric.ca](mailto:c.wynter@kevric.ca); [DPeat@dv-law.com](mailto:DPeat@dv-law.com);  
[ddaoust@dv-law.com](mailto:ddaoust@dv-law.com); [thomasszeto123@gmail.com](mailto:thomasszeto123@gmail.com); [insolvency.unit@ontario.ca](mailto:insolvency.unit@ontario.ca);  
[tdiamond@diamondkilmer.ca](mailto:tdiamond@diamondkilmer.ca); [BRadcliffe@dickinson-wright.com](mailto:BRadcliffe@dickinson-wright.com); [harveyash@yorklegal.ca](mailto:harveyash@yorklegal.ca);  
[fred@fredtayar.com](mailto:fred@fredtayar.com); [dpreger@dickinsonwright.com](mailto:dpreger@dickinsonwright.com); [osbservice-bsfservice@ised-isde.gc.ca](mailto:osbservice-bsfservice@ised-isde.gc.ca);  
[stanvir@mccarthy.ca](mailto:stanvir@mccarthy.ca); [mhancock@ufcw1006a.ca](mailto:mhancock@ufcw1006a.ca); [lprince@ufcw1006a.ca](mailto:lprince@ufcw1006a.ca); [irving@ontlaw.com](mailto:irving@ontlaw.com);  
[aar@zeifmans.com](mailto:aar@zeifmans.com); [sma@zeifmans.com](mailto:sma@zeifmans.com) ; [rarezes@werifoulds.com](mailto:rarezes@werifoulds.com) ; [pcho@weirfoulds.com](mailto:pcho@weirfoulds.com);  
[ahatnay@kmlaw.ca](mailto:ahatnay@kmlaw.ca); [adelpeschio@sirsolutions.com](mailto:adelpeschio@sirsolutions.com); [rwellige@sirsolutions.com](mailto:rwellige@sirsolutions.com);  
[mroy@sirsolutions.com](mailto:mroy@sirsolutions.com)

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IN THE MATTER OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC.,  
2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

District of Ontario Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY AND INSOLVENCY**

Proceedings commenced at TORONTO

**SUPPLEMENTARY THIRD REPORT OF**  
**KPMG INC.**

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Kyle Plunkett (LSO # 61044N)  
Tel: (416)-865-3406  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

Miranda Spence (LSO # 60621M)  
Tel: (416)865-3414  
Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

Adrienne Ho (LSO # 68439N)  
Tel: (416)637-7980  
Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

*Lawyers for KPMG Inc., in its Capacity as  
Proposal Trustee*

IN THE MATTER OF ORGANIC GARAGE (CANADA) LTD., 2412383 ONTARIO INC.,  
2347018 ONTARIO INC., 2507158 ONTARIO INC., AND 2581751 ONTARIO INC.

District of Ontario Division No. 9 - Toronto  
Court File No.: 31-3051650  
Estate File No.: 31-3051650

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**IN BANKRUPTCY AND INSOLVENCY**

Proceedings commenced at TORONTO

**SUPPLEMENTAL MOTION RECORD**  
**(Returnable May 2, 2024)**

**AIRD & BERLIS LLP**

Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Kyle Plunkett (LSO # 61044N)  
Tel: (416)-865-3406  
Email: [kplunkett@airdberlis.com](mailto:kplunkett@airdberlis.com)

Miranda Spence (LSO # 60621M)  
Tel: (416)865-3414  
Email: [mspence@airdberlis.com](mailto:mspence@airdberlis.com)

Adrienne Ho (LSO # 68439N)  
Tel: (416)637-7980  
Email: [aho@airdberlis.com](mailto:aho@airdberlis.com)

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Proposal Trustee*