

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

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

**AND IN THE MATTER OF A PLAN OF
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

(Applicants)

**AFFIDAVIT OF DANNY DUY VU
(Sworn April 12, 2021)**

I, DANNY DUY VU, of the City of Montreal, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a lawyer with Stikeman Elliott LLP, counsel to TGF Acquisition Parent Ltd. ("**TGF**"), Sun Rich Fresh Foods Inc. ("**Sun Rich Canada**") and Tiffany Gate Foods Inc. ("**Tiffany Gate**", together with TGF and Sun Rich Canada, the "**Applicants**" or the "**CCAA Entities**") in connection with these proceedings (the "**CCAA Proceedings**") the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). As such, I have knowledge of the matters to which I hereinafter depose herein, except where otherwise stated.

2. On March 26, 2021, the Ontario Superior Court of Justice (Commercial List), granted an order (the "**Homestyle AVO**") approving the sale transaction (the "**Homestyle Transaction**") contemplated under the Asset Purchase Agreement (the "**Homestyle APA**") entered into between Sun Rich Canada and Tiffany Gate, as sellers, and Homestyle Selections LP ("**Homestyle**"), as buyer.

3. On April 11, 2021, an Assignment and Assumption Agreement (the "**Assignment Agreement**") was entered into between Homestyle, as assignor, and Freshstone Brands Inc. ("**Freshstone**") and 12901927 Canada Ltd. ("**12901927**", together with Freshstone, the "**Assignee Buyers**"), as assignee, pursuant to which Homestyle assigned all of its rights, title and interest in and to the Homestyle APA to the Assignee Buyers. A copy of the Assignment Agreement is attached hereto as **Exhibit "A"**.

4. The Applicants therefore seek the issuance of an amendment and restatement of the Homestyle AVO (the “**Amended and Restated Homestyle AVO**”) to reflect the Assignment Agreement and the fact that the “Buyers” under the Homestyle Transaction will ultimately be Freshstone and 12901927, which will, respectively, acquire the movable assets and the real property under the Homestyle APA. A copy of the draft Amended and Restated Homestyle AVO (clean and redlined) sought by the Applicants is attached hereto as **Exhibit “B”**.

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

Sworn before me by video conference from the City of Longueuil, to the City of Montreal, Quebec, on April 12, 2021.



Commissioner for Taking Affidavits





DANNY DUY VU

EXHIBIT "A"

referred to in the Affidavit of

DANNY DUY VU

Sworn April 12, 2021

A handwritten signature in blue ink, appearing to read "Sophie Lamont", is written over a horizontal line.

Commissioner for Taking Affidavits

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), is made as of the 11th day of April, 2021 (the "Effective Date"), by and between: (i) Homestyle Selections LP, an Alberta limited partnership (the "Assignor"); and (ii) Freshstone Brands Inc., a Canadian corporation ("Freshstone") and 12901927 Canada Ltd., a Canadian corporation ("PropertyCo" and together with Freshstone, the "Assignees"). Reference is made to that certain Asset Purchase Agreement, dated as of March 25, 2021 (the "Purchase Agreement"), by and between Tiffany Gate Foods Inc. and Sun Rich Fresh Foods Inc. (together, the "Sellers") and the Assignor. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS

A. Pursuant to Section 10.10 of the Purchase Agreement, the Assignor has the right to assign any or all of its rights, interests or obligations under the Purchase Agreement to one or more Affiliates of the Assignor; and

B. The Assignor wishes to assign all of its rights, interests and obligations under the Purchase Agreement to the Assignees, and the Assignees wish to assume, discharge, perform and fulfill all of the Assignor's obligations and liabilities under the Purchase Agreement;

NOW, THEREFORE, in consideration of the above premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date, the Assignor hereby absolutely assigns and transfers:
 - (a) all of the Assignor's right, title and interest in and under the Purchase Agreement with respect to the Owned Real Property, and all rights, benefits, obligations and liabilities of the Assignor under the Purchase Agreement, including all Assumed Liabilities, with respect thereto (the "**Owned Real Property Rights**"), to PropertyCo; and
 - (b) all of the Assignor's right, title and interest in and under the Purchase Agreement with respect to the Assets, and all rights, benefits, obligations and liabilities of the Assignor under the Purchase Agreement, including all Assumed Liabilities, other than with respect to the Owned Real Property (the "**Asset Rights**"), to Freshstone.
2. The Assignees hereby accept the foregoing assignment and covenants with the Assignor that, from and after the Effective Date:
 - (a) PropertyCo will assume the Owned Real Property Rights and discharge, perform and fulfill all the obligations and liabilities of the Assignor under the Purchase Agreement related to or arising from the Owned Real Property Rights and the Owned Real Property; and
 - (b) Freshstone will assume the Asset Rights and discharge, perform and fulfill all the obligations and liabilities of the Assignor under the Purchase Agreement related to or arising from the Asset Rights and the Assets, other than the Owned Real Property,

and the Assignees hereby agree to save the Assignor harmless from any loss, liability, claim, damage or expense suffered or incurred by the Assignor as a result of any failure by the

Assignees to discharge, perform or fulfill such assumed obligations and liabilities as and from the Effective Date.

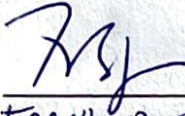
3. The Assignees agree that they will be bound by the terms of the Purchase Agreement.
4. The Assignor hereby acknowledges and agrees that:
 - (a) the Assignor shall remain liable under the Purchase Agreement for any breach of the terms of the Purchase Agreement by the Assignees; and
 - (b) the execution of this Agreement shall not release the Assignor from any of the Assignor's obligations or liabilities under the Purchase Agreement in favour of the Sellers.
5. This Agreement is made pursuant to Section 10.10 of the Purchase Agreement and is not in derogation of any of the rights of the Sellers or the Assignor under the Purchase Agreement. In the event of any conflict or inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall govern and prevail.
6. Each of the parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the party requesting the same, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested to complete the matters contemplated herein and for more effectually carrying out the true intent and meaning of this Agreement.
7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld, delayed or conditioned.
8. This Agreement shall be given effect and construed by application of the laws of the Province of Ontario without regard to conflicts of laws.
9. This Agreement may be executed 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 facsimile or other electronic means of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[Signature page to follow]

IN WITNESS WHEREOF, each party hereto has executed this Agreement by its duly authorized representatives, to be effective as of the Effective Date.

ASSIGNOR:

**HOMESTYLE SELECTIONS LP, by its
general partner, HOMESTYLE
SELECTIONS GP LTD.**

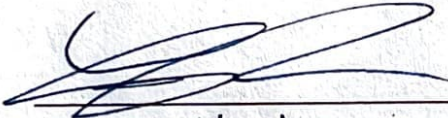
Per: 

Name: FRANK BURZYN

Title: CHIEF EXECUTIVE OFFICER

ASSIGNEES:

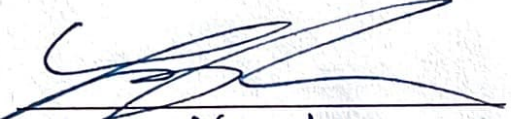
FRESHSTONE BRANDS INC.

Per: 

Name: Leigh Newton

Title: EVP, Business Development

12901927 CANADA LTD.

Per: 

Name: Leigh Newton

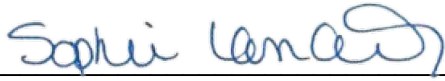
Title: EVP, Business Development

EXHIBIT "B"

referred to in the Affidavit of

DANNY DUY VU

Sworn April 12, 2021

A handwritten signature in blue ink, appearing to read "Sophie Lamant", is written over a horizontal line.

Commissioner for Taking Affidavits

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

THE HONOURABLE MR.	)	TUESDAY, THE 13 th
	)	
JUSTICE HAINEY	)	DAY OF APRIL, 2021

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER
(Re: Homestyle Transaction)**

THIS MOTION, made by the TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc., and Tiffany Gate Foods Inc. (collectively, the “**Applicants**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an Order substantially in the form included at Tab 3 of the Motion Record approving the sale transaction (the “**Sale Transaction**”) contemplated by the Asset Purchase Agreement (the “**APA**”) by and between Homestyle Selections LP (the “**Buyer**”), a limited partnership formed under the laws of Alberta, and Sun Rich Fresh Foods Inc., a corporation incorporated under the laws of British Columbia, and Tiffany Gate Foods Inc., a corporation incorporated under the laws of British Columbia, (together, the “**Sellers**”), dated March 25, 2021 and appended as Exhibit “D” to the Affidavit of Stephen Marotta sworn March 25, 2021 (the “**Marotta Affidavit**”), and vesting the Sellers’ right, title and interest in and to the Assets to the Buyer (as defined and described in the APA), was heard this day via video-conference due to the ongoing COVID-19 pandemic.

ON READING the Marotta Affidavit, the Second Report of Ernst & Young Inc., in its capacity as Monitor of the Applicants (the “**Monitor**”);

UPON BEING ADVISED that, pursuant to an Assignment and Assumption Agreement dated April 11, 2021, the Buyer has assigned all of its right, title and interest in and to the APA to Freshstone Brands, Inc., a corporation incorporated under the laws of Canada

("Freshstone") and to 12901927 Canada Ltd., a corporation incorporated under the laws of Canada ("12901927" and, collectively with Freshstone, the "Assignee Buyers"); and

UPON HEARING the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the DIP lenders, counsel for the Assignee Buyers, counsel for the Royal Bank of Canada, counsel for HSBC, counsel for the Official Unsecured Creditors Committee of the affiliates of the Applicants and other counsel as listed on the Counsel Slip, no one else appearing for any party although duly served as appears on the affidavit of service.

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** capitalized terms not otherwise defined herein have the meaning ascribed to them in the APA.

STAY PERIOD

3. **THIS COURT ORDERS** that the stay period referred to in the Amended and Restated Initial Order of the Honourable Justice Hainey dated February 26, 2021 (the "Initial Order") is extended until and including April 18, 2021.

SALE TRANSACTION

4. **THIS COURT ORDERS AND DECLARES** that the Sale Transaction is hereby approved, and the execution of the APA by the Sellers is hereby authorized, with such minor amendments as the Sellers and the Assignee Buyers, with the approval of the Monitor, may agree upon. The Sellers 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 Sale Transaction and for the conveyance of the Assets to the Assignee Buyers.

5. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the APA and any ancillary documents related thereto.

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Sellers (or their counsel) and to the Assignee Buyers (or their counsel)

substantially in the form attached as Schedule “A” hereto (the “**Monitor’s Certificate**”), all of the Sellers’ right, title and interest in and to the Assets shall vest absolutely in the Assignee Buyers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other orders made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) any Excluded Liabilities (as defined and described in the APA); (iv) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts, or other title retention agreements or similar interests or instruments charging, or creating a security interest in the real property identified in Schedule “C” hereto and municipally known as 195 Steinway Boulevard, Toronto, Ontario and legally described on PIN 07301-0016 (LT) (the “**Real Property**”) or any part thereof or any interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property following the date referred to in Schedule “C” hereto but prior to the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) if an Application for Vesting Order to which this Order is attached; and (v) those Claims listed in Schedule “D” hereto (all of which are, collectively with those items set out in paragraph 6(i), (ii) and (iii) above, referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances under the APA, including but not limited to those listed in Schedule “B” hereto, or the Assumed Liabilities set forth in Section 2.4 of the APA) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets except for the Permitted Encumbrances and Assumed Liabilities.

7. **THIS COURT ORDERS** that upon the registration in the Land Registry Office No. 66 of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, which 12901927 is authorized to submit for registration following delivery of the Monitor’s Certificate, the Real Property shall vest absolutely in 12901927 and the

Land Registrar is hereby directed to enter 12901927 as the owner of 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 "D" hereto. For greater certainty, the Assets, save and except for the Real Property, shall vest absolutely in Freshstone.

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

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Sellers and the Assignee Buyers, or to their respective counsel.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the Assignee Buyers or their respective counsel regarding the satisfaction or waiver of the conditions to Closing under the APA, and shall incur no liability with respect to the delivery of the Monitor's Certificate.

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

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

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

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

the vesting of the Assets in the Assignee Buyers and transactions, payments, distributions and disbursements made pursuant to this Order shall be binding on any trustee-in-bankruptcy that may be appointed in respect of the Sellers (or any one of them) and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSIGNED AGREEMENTS

13. **THIS COURT ORDERS** that upon the filing of the Monitor's Certificate, the Sellers' rights and obligations under the 11.3 Contracts and 11.3 Leases set out in Schedule "E" hereto (collectively, the "**11.3 Agreements**") may be assigned to and assumed by the Assignee Buyers in accordance with section 2.1 and 2.6 of the APA and such assignment and assumption is hereby approved pursuant to section 11.3 of the CCAA, provided that, the Assignee Buyers may designate any 11.3 Contract and 11.3 Lease as an Excluded Contract or Excluded Lease prior to the Closing Date in accordance with the APA and this Order. Each 11.3 Contract and 11.3 Lease assigned to and assumed by the Assignee Buyers in accordance with the APA as of the Closing Date shall be an "**Assigned Contract**" or an "**Assigned Lease**", respectively (collectively, the "**Assigned Agreements**" and each a "**Assigned Agreement**").

14. **THIS COURT ORDERS** that, with respect to the Assigned Agreements that are real property leases (collectively, the "**Real Property Leases**"), the Assignee Buyers shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases for the period commencing from and after the Closing Date (as defined below) and may enter into and upon and hold and have quiet enjoyment of the premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Sellers, the landlords under the Real Property Leases or any other person whomsoever claiming through or under any of the Sellers or the landlords under the Real Property Leases.

15. **THIS COURT ORDERS** that the outstanding monetary defaults under the 11.3 Agreements shall be as set out in Schedule “E” (the “**Cure Amounts**”) or as otherwise agreed in writing between the relevant counterparty of the Assigned Agreement (each a “**Contract Counterparty**”). Within fourteen (14) Business Days following the Closing Date, the Assignee Buyers shall pay the Cure Amounts with respect to each applicable Assigned Agreement, in full and final satisfaction of any monetary defaults under the Assigned Agreements arising prior to the Closing Date.

16. **THIS COURT ORDERS** that the assumption of the Sellers’ rights and obligations under the Assigned Agreements by the Assignee Buyers and the assignment of the Assigned Agreements by the Sellers to the Assignee Buyers pursuant to the CCAA and this Order is valid and binding upon each Contract Counterparty notwithstanding any restriction, condition or prohibition contained in any Assigned Agreement relating to the assignment thereof, including any provision requiring the consent of any party to the assignment and each Contract Counterparty shall be forever barred, estopped, and permanently enjoined from enforcing the same against the Assignee Buyers or the Sellers.

17. **THIS COURT ORDERS** that, except as otherwise dealt with herein, the Sellers’ right, title and interest in the Assigned Agreements shall vest absolutely in the Assignee Buyers free and clear of all Encumbrances other than the Permitted Encumbrances.

18. **THIS COURT ORDERS** that, from and after the Closing Date and conditional on the payment of the relevant Cure Amount, if any, (a) the Assigned Agreements will remain in full force and effect and the Buyer shall be entitled to all the rights, benefits and entitlements of the Sellers thereunder (subject to any amendments agreed to between the Contract Counterparty and the Assignee Buyers), (b) no default (monetary or other cure) shall exist under the Assigned Agreement; and (c) no Contract Counterparty shall be permitted (i) to declare a default by the Assignee Buyers under such Assigned Agreement, or (ii) to accelerate, terminate, rescind, refuse to perform, repudiate its obligations thereunder, or otherwise exercise any rights or remedies or take any action or proceedings against the Assignee Buyers, as a result of: (A) any circumstance that existed on or prior to the Closing Date; (B) any Sellers’ financial condition, the insolvency of the Sellers or the affiliates of the Sellers in the United States; (C) the commencement of these proceedings by the Sellers or the chapter 11 proceedings in respect of the affiliates of the Sellers in the United States; (D) any steps taken by the Sellers in these proceedings or pursuant to the APA or this Order; (E) any change of control of the Sellers arising from the implementation of the Sale Transaction or any anti-assignment provision in the

Assigned Agreements; or (F) any failure of the Sellers or their affiliates to perform a non-monetary obligation under the Assigned Agreements.

19. **THIS COURT ORDERS** that any Contract Counterparty may apply to this Court prior to the Closing Date to vary or amend this Order on not less than five (5) business days' notice to the Applicants, the Monitor and the Assignee Buyers, if such Contract Counterparty objects to the assignment and assumption of their 11.3 Contract or 11.3 Lease on the basis that the Assignee Buyers will not be able to perform the obligations under such 11.3 Contract or 11.3 Lease. For greater certainty, no Contract Counterparty may further apply to this Court to amend or vary the Cure Amount under the 11.3 Contract or 11.3 Lease.

GENERAL

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **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 without any need for filing or entry.

Schedule A – Form of Monitor’s Certificate

Court File No. CV-21-00657098-00CL

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

(Applicants)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Hailey of the Ontario Superior Court of Justice (the “**Court**”) dated February 17, 2021 Ernst & Young Inc. was appointed as the Monitor (the “**Monitor**”) of the undertakings, property and assets of Applicants.

B. Pursuant to an Order of the Court dated February 26, 2021 (the “**Approval and Vesting Order**”), the Court approved the Asset Purchase Agreement (the “**APA**”) by and between Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc. (together, the “**Sellers**”), and Homestyle Selections LP (the “**Buyer**”), dated March 25, 2021 and the sale transaction (the “**Sale Transaction**”) contemplated therein, and provided for the vesting in the Buyer of the Applicants’ right, title and interest in and to the Assets, which vesting is to be effective upon the delivery by the Monitor to the Sellers and the Buyer (or their counsel) of a certificate confirming (i) the payment by the Buyer of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in the APA have been satisfied or waived by the Sellers and/or the Buyer, as applicable; and (iii) the Sale Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to an Assignment and Assumption Agreement dated April 11, 2021, the Buyer has assigned all of its right, title and interest in and to the APA to Freshstone Brands, Inc., a corporation incorporated under the laws of Canada (“**Freshstone**”) and to 12901927 Canada Ltd., a corporation incorporated under the laws of Canada (“**12901927**” and, collectively with Freshstone, the “**Assignee Buyers**”).

D. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the Assignee Buyers regarding fulfillment of conditions to closing under the APA.

E. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE MONITOR CERTIFIES the following:

1. The Sellers and the Assignee Buyers have each delivered written notice to the Monitor that all applicable conditions under the APA have been satisfied and/or waived, as applicable;
2. The Assignee Buyers have paid and the Sellers, as applicable, have received the Purchase Price, subject to applicable adjustments, for the Assets payable on the Closing Date pursuant to the APA;
3. The Sale Transaction has been completed to the satisfaction of the Monitor; and
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**Ernst & Young Inc., in its capacity as Monitor
of the Applicants, and not in its personal or
corporate capacity**

Per: _____
Name:
Title:

Schedule "B" – Permitted Encumbrances

Real Property Encumbrances

Reg. No.	Date	Type	Amount	Parties From	Parties To
C604826	1989/10/ 24	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
C613296	1989/11/ 29	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
C613297	1989/11/ 29	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
E317117	2000/03/ 27	Notice	N/A	HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA	N/A
AT32164 89	2013/01/ 15	Transfer	\$9,000,000	NORDIC CAPITAL CORP.	TIFFANY GATE FOODS INC.
AT45401 92	2017/04/ 19	Notice	\$2	CITY OF TORONTO	TIFFANY GATE FOODS INC.

Schedule "C" – Real Property

PIN 07301-0016 (LT)

PARCEL BLK 13-1, SECTION 66M2260 BLKS 13 & 18, PLAN 66M2260. ETOBICOKE, CITY OF TORONTO

Schedule "D" – Claims to be deleted and expunged from title to Real Property

Instruments on Title

Current as of March 25, 2021

Reg. No.	Date	Type	Amount	Parties From	Parties To
AT517294 8	2019/06/ 28	Charge	\$100,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC
AT517294 9	2019/06/ 28	Charge	\$100,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC
AT548471 3	2020/07/ 30	Charge	\$50,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC

Schedule "E" –11.3 Contracts and 11.3 Leases

11.3 Contracts

#	Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Cure Costs
1.	786 Employment Inc	Tiffany Gate Foods, Inc.	Staffing Agreement	786 Staffing Agreement - TG	3/20/2019	\$-
2.	Equilease Corp	Tiffany Gate Foods, Inc.	Equipment Lease	Lease # 2923550	4/1/2019	\$2,986.03
3.	Gangerdeen, Dianne	Tiffany Gate Foods, Inc.	Employment Agreement	Dianne Gangerdeen - Consultant Letter	3/31/2020	\$-
4.	Great American E&S Insurance Company	Tiffany Gate Foods, Inc.	Insurance	Environmental Policy	3/31/2020	\$-
5.	HSBC Bank Canada	Tiffany Gate Foods, Inc.	Equipment Lease	Lease # 34092 005	9/27/2016	\$29,244.43 (plus HST of \$3,801.78)
6.	Hudson Energy Canada Corp	Les Aliments Tiffany Gate Foods, Inc.	Utility Agreement	Hudson Energy Tiffany Gate 5/1/20 Agreement	5/1/2020	\$-
7.	Hudson Energy Canada Corp	Les Aliments Tiffany Gate Foods, Inc.	Utility Agreement	Hudson Energy Tiffany Gate 12/8/20 Agreement	12/7/2020	\$-
8.	Konica Minolta Business Solutions (Canada) Ltd	Tiffany Gate Foods, Inc.	Equipment Lease	Premier Lease Agreement	3/22/2019	\$162.41
9.	Royal Bank Of Canada	Tiffany Gate Foods, Inc.	Equipment Lease	Master Lease Agreement and RBC Lease # 201000041730	2/12/2013	\$21,007.56 (plus PST of \$1,680.60 and GST of \$1,050.38)
10.	Sealed Air (Canada) Co/Cie	Tiffany Gate Freshfood Systems / Tiffany Gate Foods Corporation / Tiffany Gates Food Corp	Settlement Agreement	Cryovac Agreement	6/10/2020	\$-
11.	Whole Foods Market Inc	Tiffany Gate Foods, Inc.	Supply Agreement	Whole Foods Agreement-TGF Nov 6, 2013	11/6/2013	\$-
12.	Winpak Ltd	Tiffany Gate Foods, Inc.	Equipment Lease	Winpak VC999 Rollstock Lease	3/5/2019	\$273,154.65
13.	Costco	Tiffany Gate Foods, Inc.	Customer Agreement	Customer Agreement		\$1,500,000.00
14.	Biscuits Café	Sun Rich Fresh Foods, Inc.	Letter Agreement	Biscuits Café - 2021	1/1/2021	\$-
15.	Civeo Canada Limited Partnership	Sun Rich Fresh Foods, Inc.	Supply Agreement	CIVEO Pricing Agreement	7/1/2020	\$-
16.	Gate Gourmet Canada Inc	Sun Rich Fresh Foods, Inc.	Product Supply Agreement	Sun Rich - Gate Gourmet	4/1/2020	\$-
17.	GS1 Canada	Sun Rich Fresh Foods Inc.	Service Agreement	Sun Rich Global Data Synchronization Network	5/25/2015	\$-
18.	Healthpro Procurement Services Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Healthpro Agreement	4/1/2020	\$-
19.	Horizon North Camps And Catering	Sun Rich Fresh Foods, Inc.	Letter Agreement	Horizon North Camps and Catering- June 1 2020 to May 31 2021	6/1/2020	\$-
20.	Mister Produce	Sun Rich Fresh Foods, Inc.	Letter Agreement	Mister Produce - 1.1.2021 - 12.31.2021	1/1/2021	\$-
21.	Original Cakerie, The	Sun Rich Fresh Foods, Inc.	Letter Agreement	The Original Cakerie - 1.1.2020 -12.31.2021	1/1/2020	\$-
22.	Smitty's Canada Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Smitty's Program Offer 2021	1/1/2021	\$-

23.	Dion's	Sun Rich Fresh Foods, Inc.	Letter Agreement	Dions - January 1, 2021 to December 31, 2021	1/1/2021	\$-
24.	Feeding Our Future	Sun Rich Fresh Foods, Inc.	Letter Agreement	Feeding Our Future - May 1 2020-April 30-2021	5/1/2020	\$-
25.	Finney Hospitality Group	Sun Rich Fresh Foods, Inc.	Letter Agreement	Finney Hospitality Group Agreement	1/1/2021	\$-
26.	Harbor Wholesale Foods	Sun Rich Fresh Foods Inc.	Service Agreement	Continuing Guarantee and Indemnity	6/10/2015	\$-
27.	Island Fin Poke	Sun Rich Fresh Foods, Inc.	Letter Agreement	Island Fin Poke - June 1, 2020 - May 31, 2021	6/1/2020	\$-
28.	Key Impact Sales & Systems Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Rutger's University - May 5, 2020 -Sun Rich Customer Program Letter	7/1/2020	\$69,043.20
29.	Kitchen Table Café	Sun Rich Fresh Foods, Inc.	Letter Agreement	Kitchen Table Cafe - January 1, 2021 to December 31, 2021	1/1/2021	\$-
30.	Lola's Handcrafted Kitchen LLC	Sun Rich Fresh Foods, Inc.	Letter Agreement	Jalapeno Tree and Lolas Handcrafted Kitchen - 6.1.20 - 5.31.21	6/1/2020	\$-
31.	Spirit Mountain Casino	Sun Rich Fresh Foods, Inc.	Letter Agreement	Spirit Mountain Casino - Oct 1, 2020 - Sep 30, 2021	10/1/2020	\$-
32.	St. Mary's	Sun Rich Fresh Foods, Inc.	Letter Agreement	St. Mary's - April 1, 2020 to April 30, 2021	4/1/2020	\$-
33.	Suneys, LLC	Sun Rich Fresh Foods Inc.	Service Agreement	Master license agreement together with licenses	4/13/2017	\$-
34.	Sysco Eastern Maryland	Sun Rich Fresh Foods, Inc.	Letter Agreement	Sysco Eastern Maryland July 1 2020 to June 30 2021	7/1/2020	\$-
35.	Sysco Metro New York	Sun Rich Fresh Foods, Inc.	Letter Agreement	Sysco Metro NY - July 1 2020 to June 30 2021	7/1/2020	\$-
36.	Us Foods Montgomery	Sun Rich Fresh Foods, Inc.	Letter Agreement	Chappy's Deli - 1.1.21 - 12.31.21	1/1/2021	\$-
37.	Zeke's	Sun Rich Fresh Foods, Inc.	Letter Agreement	Zekes - January 1, 2021 to December 31, 2021	1/1/2021	\$-
38.	786 Employment Inc	Sun Rich Fresh Foods, Inc.	Staffing Agreement	786 Staffing Agreement - SR	5/9/2019	\$-
39.	Cintas Canada Limited	Sun Rich Fresh Foods, Inc.	Service Agreement	Rental Service Agreement (Shopcoats and Labcoats)	12/21/2018	\$-
40.	Hudson Energy Canada Corp	Sun Rich Fresh Foods, Inc.	Utility Agreement	Hudson Energy Brampton Agreement	2/19/2020	\$-
41.	ITradeNetwork, Inc.	Sun Rich Fresh Foods Inc.	Service Agreement	addendums	2/14/2014	\$-
42.	Konica Minolta	Sun Rich Fresh Foods Inc.	Equipment Lease	Order package S005790030	11/9/2020	\$-
43.	Liftow Limited	Sun Rich Fresh Foods Inc.	Equipment Lease	4 Toyota forklifts, batteries, and maintenance agreement	11/3/2017	\$3,646.30
44.	UPS	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	9/29/2015	\$4,519.57
45.	Willson International	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	7/27/2016	\$-
46.	Axxess International Inc	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	10/13/2016	\$-
47.	Canadian Linen And Uniform Service Co	Sun Rich Richmond	Service Agreement	Richmond Contract	11/1/2018	\$-
48.	Alberta Health Services	Sun Rich Fresh	Letter	Alberta Health Services -	4/1/2020	\$-

		Foods, Inc.	Agreement	April 1 2020 to March 31 2021		
49.	Cleo Communications LLC	Sun Rich Fresh Foods Inc.	Purchase Agreement	Cleo LexiCom connections, support, and maintenance	5/23/2017	\$-
50.	Hosting.Com (Ntirety)	Sun Rich Fresh Foods, Inc.	Service Agreement	Data hosting agreement	1/31/2019	\$9,666.06
51.	IBM Canada Limited	Sun Rich Fresh Foods Inc.	Order Letter	Quote number 18772954	8/28/2020	\$236.52
52.	TELUS	Sun Rich Fresh Foods Inc.	Service Agreement	Service agreement together with amendments	2/27/2020	\$23,101.57
53.	Pitney Bowes	Sun Rich Fresh Foods Inc.	Lease Agreement	Lease number 0030140205	4/13/2017	\$-
54.	Atlas Pacific Engineering Co.	Sun Rich Fresh Foods Inc.	Equipment Lease	Lease no. 2018-SRM	9/1/2018	\$4,904.43
55.	Atlas Pacific Engineering Company	Sun Rich Fresh Foods, Inc.	Equipment Lease	Apple machine lease	9/1/2018	\$-
56.	Bunzl Processor Distribution LLC	Sun Rich Fresh Foods Inc.	Supply Agreement	JIT Supply Agreement	12/1/2014	\$711,572.93
57.	Packers Sanitation Services, Inc., Ltd. (PSSI)	Country Fresh Holdings, LLC	Service Agreement SOW	Supply Agreement (Country Fresh) SOW (Tiffany Gate, Toronto, ON)	9/7/2019	

11.3 Leases

#	Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Cure Costs
1.	Mucher Enterprises Limited	Tiffany Gate Foods, Inc.	Real Estate Lease	Steinway Dry Storage Lease	5/25/2018	\$3,922.19
2.	Piret Brampton Holdings Inc	Sun Rich Fresh Foods, Inc.	Lease	Brampton - Piret Contract together with all amendments and consents	7/1/2018	\$22,701.51

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

Court File No.: CV-21-00657098-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TGF
ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE FOODS
INC.

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED APPROVAL AND
VESTING ORDER**

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Lawyers for the Applicants

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

THE HONOURABLE MR.) ~~FRIDAY~~TUESDAY, THE ~~26th~~13th
)
JUSTICE HAINEY) DAY OF ~~MARCH~~APRIL, 2021

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER
(Re: Homestyle Transaction)**

THIS MOTION, made by the TGF Acquisition Parent Ltd., Sun Rich Fresh Foods Inc., and Tiffany Gate Foods Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an Order substantially in the form included at Tab 3 of the Motion Record approving the sale transaction (the "**Sale Transaction**") contemplated by the Asset Purchase Agreement (the "**APA**") by and between Homestyle Selections LP (the "**Buyer**"), a limited partnership formed under the laws of Alberta, and Sun Rich Fresh Foods Inc., a corporation incorporated under the laws of British Columbia, and Tiffany Gate Foods Inc., a corporation incorporated under the laws of British Columbia, (together, the "**Sellers**"), dated March 25, 2021 and appended as Exhibit "D" to the Affidavit of Stephen Marotta sworn March 25, 2021 (the "**Marotta Affidavit**"), and vesting the Sellers' right, title and interest in and to the Assets to the Buyer (as defined and described in the APA), was heard this day via video-conference due to the ongoing COVID-19 pandemic.

ON READING the Marotta Affidavit, the Second Report of Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**"); ~~and~~

UPON BEING ADVISED that, pursuant to an Assignment and Assumption Agreement dated April 11, 2021, the Buyer has assigned all of its right, title and interest in and to the APA to Freshstone Brands, Inc., a corporation incorporated under the laws of Canada

("Freshstone") and to 12901927 Canada Ltd., a corporation incorporated under the laws of Canada ("12901927" and, collectively with Freshstone, the "Assignee Buyers"); and

UPON HEARING the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the DIP lenders, counsel for the ~~Buyer~~Assignee Buyers, counsel for the Royal Bank of Canada, counsel for HSBC, counsel for the Official Unsecured Creditors Committee of the affiliates of the Applicants and other counsel as listed on the Counsel Slip, no one else appearing for any party although duly served as appears on the affidavit of service.

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** capitalized terms not otherwise defined herein have the meaning ascribed to them in the APA.

STAY PERIOD

3. **THIS COURT ORDERS** that the stay period referred to in the Amended and Restated Initial Order of the Honourable Justice Hainey dated February 26, 2021 (the "Initial Order") is extended until and including April 18, 2021.

SALE TRANSACTION

4. **THIS COURT ORDERS AND DECLARES** that the Sale Transaction is hereby approved, and the execution of the APA by the Sellers is hereby authorized, with such minor amendments as the Sellers and the ~~Buyer~~Assignee Buyers, with the approval of the Monitor, may agree upon. The Sellers 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 Sale Transaction and for the conveyance of the Assets to the ~~Buyer~~Assignee Buyers.

5. **THIS COURT ORDERS** that the Sellers are authorized and directed to perform their obligations under the APA and any ancillary documents related thereto.

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Sellers (or their counsel) and to the ~~Buyer~~Assignee Buyers (or ~~its~~their

counsel) substantially in the form attached as Schedule “A” hereto (the “**Monitor’s Certificate**”), all of the Sellers’ right, title and interest in and to the Assets shall vest absolutely in the ~~Buyer~~Assignee Buyers, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other orders made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario), *Personal Property Security Act* (British Columbia) or any other personal property registry system; and (iii) any Excluded Liabilities (as defined and described in the APA); (iv) all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts, or other title retention agreements or similar interests or instruments charging, or creating a security interest in the real property identified in Schedule “C” hereto and municipally known as 195 Steinway Boulevard, Toronto, Ontario and legally described on PIN 07301-0016 (LT) (the “**Real Property**”) or any part thereof or any interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Real Property or any part thereof or interest therein, including but not limited to any of the foregoing which are registered on title to the Real Property following the date referred to in Schedule “C” hereto but prior to the registration in the Land Registry Office for the Land Titles Division of Toronto (No. 66) if an Application for Vesting Order to which this Order is attached; and (v) those Claims listed in Schedule “D” hereto (all of which are, collectively with those items set out in paragraph 6(i), (ii) and (iii) above, referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances under the APA, including but not limited to those listed in Schedule “B” hereto, or the Assumed Liabilities set forth in Section 2.4 of the APA) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Assets are hereby expunged and discharged as against the Assets except for the Permitted Encumbrances and Assumed Liabilities.

7. **THIS COURT ORDERS** that upon the registration in the Land Registry Office No. 66 of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, which ~~the Buyer~~12901927 is authorized to submit for registration following delivery of the Monitor’s Certificate, the Real Property shall vest absolutely in

12901927 and the Land Registrar is hereby directed to enter ~~the Buyer~~ 12901927 as the owner of ~~the subject~~ 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 "D" hereto. For greater certainty, the Assets, save and except for the Real Property, shall vest absolutely in Freshstone.

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

9. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Sellers and the ~~Buyer~~Assignee Buyers, or to their respective counsel.

10. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Sellers and the ~~Buyer~~Assignee Buyers or their respective counsel regarding the satisfaction or waiver of the conditions to Closing under the APA, and shall incur no liability with respect to the delivery of the Monitor's Certificate.

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

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

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

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

the vesting of the Assets in the ~~Buyer~~ Assignee Buyers and transactions, payments, distributions and disbursements made pursuant to this Order shall be binding on any trustee-in-bankruptcy that may be appointed in respect of the Sellers (or any one of them) and shall not be void or voidable by creditors of the Sellers, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

ASSIGNED AGREEMENTS

13. **THIS COURT ORDERS** that upon the filing of the Monitor's Certificate, the Sellers' rights and obligations under the 11.3 Contracts and 11.3 Leases set out in Schedule "E" hereto (collectively, the "**11.3 Agreements**") may be assigned to and assumed by the ~~Buyer~~ Assignee Buyers in accordance with section 2.1 and 2.6 of the APA and such assignment and assumption is hereby approved pursuant to section 11.3 of the CCAA, provided that, the ~~Buyer~~ Assignee Buyers may designate any 11.3 Contract and 11.3 Lease as an Excluded Contract or Excluded Lease prior to the Closing Date in accordance with the APA and this Order. Each 11.3 Contract and 11.3 Lease assigned to and assumed by the ~~Buyer~~ Assignee Buyers in accordance with the APA as of the Closing Date shall be an "**Assigned Contract**" or an "**Assigned Lease**", respectively (collectively, the "**Assigned Agreements**" and each a "**Assigned Agreement**").

14. **THIS COURT ORDERS** that, with respect to the Assigned Agreements that are real property leases (collectively, the "**Real Property Leases**"), the ~~Buyer~~ Assignee Buyers shall be entitled to all of the rights and benefits and subject to all of the obligations as tenant pursuant to the terms of the Real Property Leases for the period commencing from and after the Closing Date (as defined below) and may enter into and upon and hold and have quiet enjoyment of the premises contemplated by the Real Property Leases and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with the terms of the Real Property Leases, without any interruption from the Sellers, the landlords under the Real Property Leases or any other person whomsoever claiming through or under any of the Sellers or the landlords under the Real Property Leases.

15. **THIS COURT ORDERS** that the outstanding monetary defaults under the 11.3 Agreements shall be as set out in Schedule “E” (the “**Cure Amounts**”) or as otherwise agreed in writing between the relevant counterparty of the Assigned Agreement (each a “**Contract Counterparty**”). Within fourteen (14) Business Days following the Closing Date, the ~~Buyer~~ Assignee Buyers shall pay the Cure Amounts with respect to each applicable Assigned Agreement, in full and final satisfaction of any monetary defaults under the Assigned Agreements arising prior to the Closing Date.

16. **THIS COURT ORDERS** that the assumption of the Sellers’ rights and obligations under the Assigned Agreements by the ~~Buyer~~ Assignee Buyers and the assignment of the Assigned Agreements by the Sellers to the ~~Buyer~~ Assignee Buyers pursuant to the CCAA and this Order is valid and binding upon each Contract Counterparty notwithstanding any restriction, condition or prohibition contained in any Assigned Agreement relating to the assignment thereof, including any provision requiring the consent of any party to the assignment and each Contract Counterparty shall be forever barred, estopped, and permanently enjoined from enforcing the same against the ~~Buyer~~ Assignee Buyers or the Sellers.

17. **THIS COURT ORDERS** that, except as otherwise dealt with herein, the Sellers’ right, title and interest in the Assigned Agreements shall vest absolutely in the ~~Buyer~~ Assignee Buyers free and clear of all Encumbrances other than the Permitted Encumbrances.

18. **THIS COURT ORDERS** that, from and after the Closing Date and conditional on the payment of the relevant Cure Amount, if any, (a) the Assigned Agreements will remain in full force and effect and the Buyer shall be entitled to all the rights, benefits and entitlements of the Sellers thereunder (subject to any amendments agreed to between the Contract Counterparty and the ~~Buyer~~ Assignee Buyers), (b) no default (monetary or other cure) shall exist under the Assigned Agreement; and (c) no Contract Counterparty shall be permitted (i) to declare a default by the ~~Buyer~~ Assignee Buyers under such Assigned Agreement, or (ii) to accelerate, terminate, rescind, refuse to perform, repudiate its obligations thereunder, or otherwise exercise any rights or remedies or take any action or proceedings against the ~~Buyer~~ Assignee Buyers, as a result of: (A) any circumstance that existed on or prior to the Closing Date; (B) any Sellers’ financial condition, the insolvency of the Sellers or the affiliates of the Sellers in the United States; (C) the commencement of these proceedings by the Sellers or the chapter 11 proceedings in respect of the affiliates of the Sellers in the United States; (D) any steps taken by the Sellers in these proceedings or pursuant to the APA or this Order; (E) any change of control of the Sellers arising from the implementation of the Sale Transaction or any anti-assignment

provision in the Assigned Agreements; or (F) any failure of the Sellers or their affiliates to perform a non-monetary obligation under the Assigned Agreements.

19. **THIS COURT ORDERS** that any Contract Counterparty may apply to this Court prior to the Closing Date to vary or amend this Order on not less than five (5) business days' notice to the Applicants, the Monitor and the ~~Buyer~~Assignee Buyers, if such Contract Counterparty objects to the assignment and assumption of their 11.3 Contract or 11.3 Lease on the basis that the ~~Buyer~~Assignee Buyers will not be able to perform the obligations under such 11.3 Contract or 11.3 Lease. For greater certainty, no Contract Counterparty may further apply to this Court to amend or vary the Cure Amount under the 11.3 Contract or 11.3 Lease.

GENERAL

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

21. **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 without any need for filing or entry.

Schedule A – Form of Monitor’s Certificate

Court File No. CV-21-00657098-00CL

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

(Applicants)

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Hailey of the Ontario Superior Court of Justice (the “**Court**”) dated February 17, 2021 Ernst & Young Inc. was appointed as the Monitor (the “**Monitor**”) of the undertakings, property and assets of Applicants.

B. Pursuant to an Order of the Court dated February 26, 2021 (the “**Approval and Vesting Order**”), the Court approved the Asset Purchase Agreement (the “**APA**”) by and between Sun Rich Fresh Foods Inc. and Tiffany Gate Foods Inc. (together, the “**Sellers**”), and Homestyle Selections LP (the “**Buyer**”), dated March 25, 2021 and the sale transaction (the “**Sale Transaction**”) contemplated therein, and provided for the vesting in the Buyer of the Applicants’ right, title and interest in and to the Assets, which vesting is to be effective upon the delivery by the Monitor to the Sellers and the Buyer (or their counsel) of a certificate confirming (i) the payment by the Buyer of the Purchase Price for the Assets; (ii) that the conditions to Closing as set out in the APA have been satisfied or waived by the Sellers and/or the Buyer, as applicable; and (iii) the Sale Transaction has been completed to the satisfaction of the Monitor.

C. Pursuant to an Assignment and Assumption Agreement dated April 11, 2021, the Buyer has assigned all of its right, title and interest in and to the APA to Freshstone Brands, Inc., a corporation incorporated under the laws of Canada (“**Freshstone**”) and to 12901927 Canada Ltd., a corporation incorporated under the laws of Canada (“**12901927**” and, collectively with Freshstone, the “**Assignee Buyers**”).

~~ED~~. Pursuant to the Approval and Vesting Order, the Monitor may rely on written notice from the Sellers and the ~~Buyer~~ Assignee Buyers regarding fulfillment of conditions to closing under the APA.

~~DE~~. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE MONITOR CERTIFIES the following:

1. The Sellers and the ~~Buyer~~ Assignee Buyers have each delivered written notice to the Monitor that all applicable conditions under the APA have been satisfied and/or waived, as applicable;
2. The ~~Buyer~~ Assignee Buyers have paid and the Sellers, as applicable, have received the Purchase Price, subject to applicable adjustments, for the Assets payable on the Closing Date pursuant to the APA;
3. The Sale Transaction has been completed to the satisfaction of the Monitor; and
4. This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

**Ernst & Young Inc., in its capacity as Monitor
of the Applicants, and not in its personal or
corporate capacity**

Per: _____
Name:
Title:

Schedule "B" – Permitted Encumbrances

Real Property Encumbrances

Reg. No.	Date	Type	Amount	Parties From	Parties To
C604826	1989/10/ 24	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
C613296	1989/11/ 29	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
C613297	1989/11/ 29	Notice	N/A	N/A	THE CORPORATION OF THE CITY OF ETOBICOKE
E317117	2000/03/ 27	Notice	N/A	HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA	N/A
AT32164 89	2013/01/ 15	Transfer	\$9,000,000	NORDIC CAPITAL CORP.	TIFFANY GATE FOODS INC.
AT45401 92	2017/04/ 19	Notice	\$2	CITY OF TORONTO	TIFFANY GATE FOODS INC.

Schedule "C" – Real Property

PIN 07301-0016 (LT)

PARCEL BLK 13-1, SECTION 66M2260 BLKS 13 & 18, PLAN 66M2260. ETOBICOKE, CITY OF TORONTO

Schedule "D" – Claims to be deleted and expunged from title to Real Property

Instruments on Title

Current as of March 25, 2021

Reg. No.	Date	Type	Amount	Parties From	Parties To
AT517294 8	2019/06/ 28	Charge	\$100,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC
AT517294 9	2019/06/ 28	Charge	\$100,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC
AT548471 3	2020/07/ 30	Charge	\$50,000,000	TIFFANY GATE FOODS INC.	CORTLAND CAPITAL MARKET SERVICES LLC

Schedule “E” –11.3 Contracts and 11.3 Leases

11.3 Contracts

#	Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Cure Costs
1.	786 Employment Inc	Tiffany Gate Foods, Inc.	Staffing Agreement	786 Staffing Agreement - TG	3/20/2019	\$-
2.	Equilease Corp	Tiffany Gate Foods, Inc.	Equipment Lease	Lease # 2923550	4/1/2019	\$2,986.03
3.	Gangerdeen, Dianne	Tiffany Gate Foods, Inc.	Employment Agreement	Dianne Gangerdeen - Consultant Letter	3/31/2020	\$-
4.	Great American E&S Insurance Company	Tiffany Gate Foods, Inc.	Insurance	Environmental Policy	3/31/2020	\$-
5.	HSBC Bank Canada	Tiffany Gate Foods, Inc.	Equipment Lease	Lease # 34092 005	9/27/2016	\$29,244.43 (plus HST of \$3,801.78)
6.	Hudson Energy Canada Corp	Les Aliments Tiffany Gate Foods, Inc.	Utility Agreement	Hudson Energy Tiffany Gate 5/1/20 Agreement	5/1/2020	\$-
7.	Hudson Energy Canada Corp	Les Aliments Tiffany Gate Foods, Inc.	Utility Agreement	Hudson Energy Tiffany Gate 12/8/20 Agreement	12/7/2020	\$-
8.	Konica Minolta Business Solutions (Canada) Ltd	Tiffany Gate Foods, Inc.	Equipment Lease	Premier Lease Agreement	3/22/2019	\$162.41
9.	Royal Bank Of Canada	Tiffany Gate Foods, Inc.	Equipment Lease	Master Lease Agreement and RBC Lease # 201000041730	2/12/2013	\$21,007.56 (plus PST of \$1,680.60 and GST of \$1,050.38)
10.	Sealed Air (Canada) Co/Cie	Tiffany Gate Freshfood Systems / Tiffany Gate Foods Corporation / Tiffany Gates Food Corp	Settlement Agreement	Cryovac Agreement	6/10/2020	\$-
11.	Whole Foods Market Inc	Tiffany Gate Foods, Inc.	Supply Agreement	Whole Foods Agreement-TGF Nov 6, 2013	11/6/2013	\$-
12.	Winpak Ltd	Tiffany Gate Foods, Inc.	Equipment Lease	Winpak VC999 Rollstock Lease	3/5/2019	\$273,154.65
13.	Costco	Tiffany Gate Foods, Inc.	Customer Agreement	Customer Agreement		\$1,500,000.00
14.	Biscuits Café	Sun Rich Fresh Foods, Inc.	Letter Agreement	Biscuits Café - 2021	1/1/2021	\$-
15.	Civeo Canada Limited Partnership	Sun Rich Fresh Foods, Inc.	Supply Agreement	CIVEO Pricing Agreement	7/1/2020	\$-
16.	Gate Gourmet Canada Inc	Sun Rich Fresh Foods, Inc.	Product Supply Agreement	Sun Rich - Gate Gourmet	4/1/2020	\$-
17.	GS1 Canada	Sun Rich Fresh Foods Inc.	Service Agreement	Sun Rich Global Data Synchronization Network	5/25/2015	\$-
18.	Healthpro Procurement Services Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Healthpro Agreement	4/1/2020	\$-
19.	Horizon North Camps And Catering	Sun Rich Fresh Foods, Inc.	Letter Agreement	Horizon North Camps and Catering- June 1 2020 to May 31 2021	6/1/2020	\$-
20.	Mister Produce	Sun Rich Fresh Foods, Inc.	Letter Agreement	Mister Produce - 1.1.2021 - 12.31.2021	1/1/2021	\$-
21.	Original Cakerie, The	Sun Rich Fresh Foods, Inc.	Letter Agreement	The Original Cakerie - 1.1.2020 -12.31.2021	1/1/2020	\$-
22.	Smitty's Canada Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Smitty's Program Offer 2021	1/1/2021	\$-

23.	Dion's	Sun Rich Fresh Foods, Inc.	Letter Agreement	Dions - January 1, 2021 to December 31, 2021	1/1/2021	\$-
24.	Feeding Our Future	Sun Rich Fresh Foods, Inc.	Letter Agreement	Feeding Our Future - May 1 2020-April 30-2021	5/1/2020	\$-
25.	Finney Hospitality Group	Sun Rich Fresh Foods, Inc.	Letter Agreement	Finney Hospitality Group Agreement	1/1/2021	\$-
26.	Harbor Wholesale Foods	Sun Rich Fresh Foods Inc.	Service Agreement	Continuing Guarantee and Indemnity	6/10/2015	\$-
27.	Island Fin Poke	Sun Rich Fresh Foods, Inc.	Letter Agreement	Island Fin Poke - June 1, 2020 - May 31, 2021	6/1/2020	\$-
28.	Key Impact Sales & Systems Inc	Sun Rich Fresh Foods, Inc.	Letter Agreement	Rutger's University - May 5, 2020 -Sun Rich Customer Program Letter	7/1/2020	\$69,043.20
29.	Kitchen Table Café	Sun Rich Fresh Foods, Inc.	Letter Agreement	Kitchen Table Cafe - January 1, 2021 to December 31, 2021	1/1/2021	\$-
30.	Lola's Handcrafted Kitchen LLC	Sun Rich Fresh Foods, Inc.	Letter Agreement	Jalapeno Tree and Lolas Handcrafted Kitchen - 6.1.20 - 5.31.21	6/1/2020	\$-
31.	Spirit Mountain Casino	Sun Rich Fresh Foods, Inc.	Letter Agreement	Spirit Mountain Casino - Oct 1, 2020 - Sep 30, 2021	10/1/2020	\$-
32.	St. Mary's	Sun Rich Fresh Foods, Inc.	Letter Agreement	St. Mary's - April 1, 2020 to April 30, 2021	4/1/2020	\$-
33.	Suneys, LLC	Sun Rich Fresh Foods Inc.	Service Agreement	Master license agreement together with licenses	4/13/2017	\$-
34.	Sysco Eastern Maryland	Sun Rich Fresh Foods, Inc.	Letter Agreement	Sysco Eastern Maryland July 1 2020 to June 30 2021	7/1/2020	\$-
35.	Sysco Metro New York	Sun Rich Fresh Foods, Inc.	Letter Agreement	Sysco Metro NY - July 1 2020 to June 30 2021	7/1/2020	\$-
36.	Us Foods Montgomery	Sun Rich Fresh Foods, Inc.	Letter Agreement	Chappy's Deli - 1.1.21 - 12.31.21	1/1/2021	\$-
37.	Zeke's	Sun Rich Fresh Foods, Inc.	Letter Agreement	Zekes - January 1, 2021 to December 31, 2021	1/1/2021	\$-
38.	786 Employment Inc	Sun Rich Fresh Foods, Inc.	Staffing Agreement	786 Staffing Agreement - SR	5/9/2019	\$-
39.	Cintas Canada Limited	Sun Rich Fresh Foods, Inc.	Service Agreement	Rental Service Agreement (Shopcoats and Labcoats)	12/21/2018	\$-
40.	Hudson Energy Canada Corp	Sun Rich Fresh Foods, Inc.	Utility Agreement	Hudson Energy Brampton Agreement	2/19/2020	\$-
41.	ITradeNetwork, Inc.	Sun Rich Fresh Foods Inc.	Service Agreement	addendums	2/14/2014	\$-
42.	Konica Minolta	Sun Rich Fresh Foods Inc.	Equipment Lease	Order package S005790030	11/9/2020	\$-
43.	Liftow Limited	Sun Rich Fresh Foods Inc.	Equipment Lease	4 Toyota forklifts, batteries, and maintenance agreement	11/3/2017	\$3,646.30
44.	UPS	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	9/29/2015	\$4,519.57
45.	Willson International	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	7/27/2016	\$-
46.	Axxess International Inc	Sun Rich Fresh Foods Inc.	Power of Attorney	Customs Power of Attorney	10/13/2016	\$-
47.	Canadian Linen And Uniform Service Co	Sun Rich Richmond	Service Agreement	Richmond Contract	11/1/2018	\$-
48.	Alberta Health Services	Sun Rich Fresh	Letter	Alberta Health Services -	4/1/2020	\$-

		Foods, Inc.	Agreement	April 1 2020 to March 31 2021		
49.	Cleo Communications LLC	Sun Rich Fresh Foods Inc.	Purchase Agreement	Cleo LexiCom connections, support, and maintenance	5/23/2017	\$-
50.	Hosting.Com (Ntirety)	Sun Rich Fresh Foods, Inc.	Service Agreement	Data hosting agreement	1/31/2019	\$9,666.06
51.	IBM Canada Limited	Sun Rich Fresh Foods Inc.	Order Letter	Quote number 18772954	8/28/2020	\$236.52
52.	TELUS	Sun Rich Fresh Foods Inc.	Service Agreement	Service agreement together with amendments	2/27/2020	\$23,101.57
53.	Pitney Bowes	Sun Rich Fresh Foods Inc.	Lease Agreement	Lease number 0030140205	4/13/2017	\$-
54.	Atlas Pacific Engineering Co.	Sun Rich Fresh Foods Inc.	Equipment Lease	Lease no. 2018-SRM	9/1/2018	\$4,904.43
55.	Atlas Pacific Engineering Company	Sun Rich Fresh Foods, Inc.	Equipment Lease	Apple machine lease	9/1/2018	\$-
56.	Bunzl Processor Distribution LLC	Sun Rich Fresh Foods Inc.	Supply Agreement	JIT Supply Agreement	12/1/2014	\$711,572.93
57.	Packers Sanitation Services, Inc., Ltd. (PSSI)	Country Fresh Holdings, LLC	Service Agreement SOW	Supply Agreement (Country Fresh) SOW (Tiffany Gate, Toronto, ON)	9/7/2019	

11.3 Leases

#	Counterparty	Debtor Entity	Contract Type	Description	Contract Date	Cure Costs
1.	Mucher Enterprises Limited	Tiffany Gate Foods, Inc.	Real Estate Lease	Steinway Dry Storage Lease	5/25/2018	\$3,922.19
2.	Piret Brampton Holdings Inc	Sun Rich Fresh Foods, Inc.	Lease	Brampton - Piret Contract together with all amendments and consents	7/1/2018	\$22,701.51

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

Court File No.: CV-21-00657098-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TGF
ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE FOODS
INC.

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED APPROVAL AND
VESTING ORDER**

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Lawyers for the Applicants

Summary Report	
Title	compareDocs Comparison Results
Date & Time	4/12/2021 7:14:31 PM
Comparison Time	3.96 seconds
compareDocs version	v4.3.601.12

Sources	
Original Document	[#113100667] [v9] FFG - Cdn Sale Order (Homestyle).doc
Modified Document	[#113188656] [v1] FFG - Amended and Restated AVO (Homestyle).doc

Comparison Statistics	
Insertions	7
Deletions	3
Changes	34
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	44

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Name	Office 2016
Insertions	
Deletions	
Moves / Moves	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False

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

Court File No. CV-21-00657098-00CL

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF TGF ACQUISITION PARENT LTD., SUN RICH FRESH FOODS INC. & TIFFANY GATE
FOODS INC.**

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

Proceeding commenced at Toronto

**AFFIDAVIT OF DANNY DUY VU
(SWORN ON APRIL 12, 2021)**

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