

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

THE HONOURABLE MR.  
  
JUSTICE WILTON SIEGEL

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TUESDAY, THE 22<sup>nd</sup>  
  
DAY OF JUNE, 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.**

**WIND-DOWN ORDER**

**THIS MOTION**, made by the TGF Acquisition Parent Ltd., 1120499 B.C. Ltd. (f/k/a Sun Rich Fresh Foods Inc.) ("**Old Sun Rich Canada**"), and 1127360 B.C. Ltd. (f/k/a 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 was heard this day via video-conference due to the ongoing COVID-19 pandemic.

**ON READING** the affidavit of Stephen Marotta sworn June 10, 2021 and the Exhibits thereto (the "**Fourth Marotta Affidavit**"), the Fourth Report of Ernst & Young Inc., in its capacity as Monitor of the Applicants (the "**Monitor**"), the affidavit of Alex Morrison sworn June 11, 2021 and the affidavit of Puya Fesharaki sworn June 11, 2021 (collectively, the "**Fee Affidavits**"), and

**UPON HEARING** the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the DIP lenders and other counsel as listed on the Counsel Slip, no one else appearing for any party although duly served as appears on the affidavits of service of Lee Nicholson and Nicholas Avis, filed.

## 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.

## STYLE OF CAUSE

2. **THIS COURT ORDERS** that the title of these CCAA proceedings is hereby changed to:

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.,  
1120499 B.C. LTD. & 1127360 B.C. LTD.

## STAY PERIOD

3. **THIS COURT ORDERS** that the stay period referred to in the Initial Order of the Honourable Justice Hainey dated February 17, 2021 (as amended and restated on February 26, 2021, the "Initial Order") is extended until and including the earlier of (a) the CCAA Termination Time (as defined below); and (b) August 31, 2021.

## TERMINATION OF CCAA PROCEEDINGS

4. **THIS COURT ORDERS** that upon the Monitor filing an executed certificate substantially in the form attached hereto as Schedule "A" (the "Termination Certificate") certifying that (a) the Reserve Certificate (as defined in the Distribution Order of this Court dated April 13, 2021 (the "Distribution Order")) has been filed and any Reserve Funds remaining in the Reserve after payment of the Reserve Claims have been distributed to the Agent (each as defined in the Distribution Order) in accordance with the Distribution Order; and (b) all activities and matters related to the wind-down of the Applicants to be attended to in connection with these CCAA proceedings have been completed to the satisfaction of the Applicants and the Monitor (the "Wind-Down Activities"), these CCAA proceedings shall be terminated without any other act or formality (the "CCAA Termination Time"), provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any actions or steps taken by any person as authorized by any such Orders. The Monitor is hereby directed to serve a copy of the filed CCAA Termination Certificate upon the Service List for these CCAA proceedings as soon as is practicable following the occurrence thereof.

5. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Ernst & Young Inc. ("**E&Y**") shall be and is discharged as the Monitor in these CCAA proceedings, provided that the Monitor shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all authorizations, approvals, protections, releases and stays of proceedings in favour of the Monitor, including in addressing, carrying out, or completing the Wind-Down Activities and any other matters that are ancillary or incidental to these CCAA proceedings as may be required to complete the administration of these CCAA proceedings following the CCAA Termination Time ("**Monitor Incidental Matters**").

6. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Ankura Consulting Group, LLC ("**Ankura**") shall be and is discharged as the Chief Restructuring Organization (the "**CRO**") in these CCAA proceedings, provided that the CRO shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings, including all authorizations, approvals, protections, releases and stays of proceedings in favour of the CRO, including in addressing, carrying out, or completing the Wind-Down Activities and any other matters that are ancillary or incidental to these CCAA proceedings as may be required to complete the administration of these CCAA proceedings following the CCAA Termination Time.

7. **THIS COURT ORDERS AND DECLARES** that effective at the CCAA Termination Time, E&Y, Ankura and Thornton Grout Finnigan LLP ("**TGF LLP**") shall be released and discharged from any and all liability that E&Y, Ankura and TGF LLP now has or may hereafter have by reason of, or in any way arising out of, (a) in the case of E&Y, the acts or omissions of E&Y while acting in its capacity as Monitor, (b) in the case of Ankura, the acts or omissions of Ankura while acting in its capacity as CRO; (c) in the case of TGF LLP, the acts or omissions of TGF LLP while acting in its capacity as counsel to the Monitor, save and except for any gross negligence or wilful misconduct on the Monitor's or CRO's part, as the case may be. Without limiting the generality of the foregoing, upon the filing of the Termination Certificate, E&Y, Ankura and TGF LLP shall be forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceedings, save and except for any gross negligence or wilful misconduct on their part.

8. **THIS COURT ORDERS** that the Charges (as defined in the Initial Order) shall be terminated, released and discharged at the CCAA Termination Time without any other act or formality.

9. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor, the CRO or its counsel in any way arising from or related to its capacity or conduct as Monitor or CRO, as applicable, except with prior leave of this Court and on at least seven days' prior written notice to the Monitor or CRO, as applicable.

#### **BANKRUPTCY**

10. **THIS COURT ORDERS** that upon filing of the Termination Certificate, (a) the Applicants are authorized to make assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"); and (b) E&Y is authorized to act as trustee-in-bankruptcy of each of the Applicants.

11. **THIS COURT ORDERS** that, upon E&Y's appointment as licensed insolvency trustee for each of the Applicants ("**Trustee**"), the Trustee may administer the bankruptcy estates of the Applicants as follows:

- (a) a single court file number and title of proceeding of "In the Matter of the Bankruptcy of TGF Acquisition Parent Ltd., 1120499 B.C. Ltd. & 1127360 B.C. Ltd.";
- (b) the Trustee is authorized to administer the bankrupt estates of the Applicants as if such estates were a single bankrupt estate for the purpose of carrying out its administrative duties and responsibilities as trustee under the BIA with respect to the administration of bankrupt estates generally, including without limitation as follows:
  - (i) the Trustee is authorized to send notice of the first meeting of creditors (the "**Notice**") in the manner prescribed by section 102 of the BIA by sending the Notice together with directions to download documents to accompany the notice set out in section 102(2) of the BIA (the "**Forms**");
  - (ii) meetings of creditors and inspectors in the bankrupt estates of the Applicants may be convened through one combined advertisement and conducted jointly provided that the results of any creditors' vote shall be separately tabulated for each such bankrupt estate;

- (iii) the Trustee is authorized to use a consolidated form of proof of claim that directs creditors to identify the bankrupt estate in which a claim is made for voting and for distribution purposes;
- (iv) the Trustee is authorized to maintain a consolidated bank account with respect to the Applicants' respective bankruptcy estates;
- (v) the Trustee is authorized to issue consolidated reports in respect of the bankruptcy estates of the Applicants;
- (vi) the Trustee is authorized to perform a consolidated making, filing, advertising and distribution of all filings and notices in the bankrupt estates of the Applicants required under the BIA; and
- (vii) a single group of inspectors shall be the inspectors for the consolidated bankruptcy estates of the Applicants.

12. **THIS COURT ORDERS** that this procedural consolidation is not a substantive consolidation of the bankrupt estates of the Applicants and will automatically terminate if the Trustee is replaced as licensed insolvency trustee of any, but not all, of the estates of the Applicants.

#### **APPROVAL OF FEES AND ACTIVITIES**

13. **THIS COURT ORDERS** that the First Report of the Monitor dated February 24, 2021, the Second Report of the Monitor dated March 25, 2021, the Third Report of the Monitor dated April 9, 2021, the Fourth Report of the Monitor dated June 14, 2021, and the activities and the conduct of the Monitor described therein are hereby approved.

14. **THIS COURT ORDERS AND DECLARES** that the Monitor has duly and properly satisfied, discharged and performed all of its obligations, liabilities, responsibilities and duties in respect of the Applicants in compliance and in accordance with the CCAA, the Initial Order and any other Orders of this Court made in these CCAA proceedings.

15. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and TGF LLP, as counsel to the Monitor, as set out in the Fourth Report and the Fee Affidavits, are hereby approved.

16. **THIS COURT ORDERS AND DECLARES** that the fees and disbursements of the Monitor and TGF LLP, respectively, that are not set out in the Fourth Report and Fee Affidavits but that have been or will be incurred in performance of the duties of the Monitor up to CCAA Termination Time or the Monitor Incidental Matters are hereby authorized and approved for the Monitor and TGF LLP up to a maximum of CDN\$475,000 plus any applicable taxes and disbursements in the aggregate.

#### **ADDITIONAL RELEASE**

17. **THIS COURT ORDERS** that effective upon filing of the Termination Certificate, the current director and officer of the Applicants (the "**Released Party**") shall be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution and indemnity, liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupment of debts, sums of money, expenses, accounts, liens, taxes, recoveries and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based upon any act or omission, transaction, deal or other occurrence existing or taking place prior to the Termination Certificate which arose as result of, as applicable, (i) acting in his capacity as director or officer of the Applicants, or (ii) the CCAA proceedings (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Party, provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim: (A) that is not permitted to be released pursuant to section 5.1(2) of the CCAA, and (B) that is an Insured Claim (as defined below).

18. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Released Party in any way related to any Released Claims except with prior leave of this Court and on at least seven days' prior written notice to the Released Party.

#### **INSURED CLAIMS**

19. **THIS COURT ORDERS** that, notwithstanding anything set out in any of the Orders made by the Court in these CCAA proceedings, any person shall be permitted to continue an action, application or other proceeding in respect of any claim or liability which is an insured claim under an insurance policy maintained by the Applicants (the "**Insured Claims**") to the point of determination of liability of the Applicants, as applicable. The claimant in respect of an



Insured Claim shall be entitled to recover solely from proceeds under the insurance policies of the Applicants, to the extent available in respect of any such Insured Claims, and the recovery of such Insured Claims shall be solely limited to such proceeds, without any additional rights of enforcement or recovery as against any of the Applicants.

#### **ESCROW AMOUNT**

20. **THIS COURT ORDERS** that, pursuant to the Escrow Agreement dated as of May 26, 2017 (the "**Escrow Agreement**"), by and among TGF Acquisition Parent Ltd. (f/k/a 1117212 B.C. Ltd.), Brian Tieszen, in his capacity as representative of the Vendors, and Computershare Trust Company of Canada (the "**Escrow Agent**"), TGF Acquisition Parent Ltd. is authorized and directed to deliver applicable notices, documents or instructions to the Escrow Agent to pay, distribute or release the Indemnity Escrow Funds (as defined by the Escrow Agreement) to the Richards Buell Sutton LLP, in trust, in accordance with the Escrow Agreement.

#### **GENERAL**

21. **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.

22. **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 Termination Certificate**

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
TGF ACQUISITION PARENT LTD., 1120499 B.C. LTD. & 1127360 B.C. LTD.**

**(Applicants)**

**TERMINATION CERTIFICATE**

**RECITALS:**

- A. Pursuant to an Order of the Honourable Justice Hainey 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 Applicants, in respect of these CCAA Proceedings.
- B. Pursuant to an Order of the Court dated June 21, 2021 (the "**Termination Order**"), the Court authorized the termination and discharge of CCAA Proceedings and assignment into bankruptcy of the Applicants, among other things, upon the filing of this Termination Certificate.
- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Termination Order.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has filed the Reserve Certificate and any Reserve Funds remaining in the Reserve after payment of the Reserve Claims have been distributed to the Agent in accordance with the Distribution Order;
2. The Wind-Down Activities have been completed to the satisfaction of the Applicants and the Monitor;
3. The CCAA Termination Time has occurred at the date and time set forth below; and
4. This Certificate was delivered by the Monitor at \_\_\_\_\_ [TIME] on \_\_\_\_\_, 2021.



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

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

Name:

Title:

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TGF  
ACQUISITION PARENT LTD., 1120499 B.C. LTD. & 1127360 B.C. LTD.

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

Proceeding commenced at Toronto

**WIND-DOWN ORDER**

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