

SCHEDULE “C”

SALE AND INVESTMENT SOLICITATION PROCESS

12175622 Canada Ltd. and GPM Food Inc. (together, the “Borrowers”)

Sale and Investment Solicitation Process (the “SISP”)

Background

As of August 31, 2023, the Borrowers are indebted to Farm Credit Canada (“FCC”) in the amount of approximately \$20,319,473.89 million exclusive of interest and costs (the “**Indebtedness**”) pursuant to a credit agreement dated April 18, 2022, as amended by amendment No. 1 dated September 6, 2022 (as amended, restated, supplemented and/or modified in accordance with its terms from time to time, the “**Credit Agreement**”).

In connection with the Credit Agreement, Santokh Singh Mahal (the “**Personal Guarantor**”) executed an unlimited guarantee and postponement of claim dated as of May 17, 2022 in favour of FCC, guaranteeing payment to FCC of the Indebtedness in full (the “**Personal Guarantee**”).

In connection with the Credit Agreement, the Borrowers granted to FCC, *inter alia*, a first charge / mortgage (the “**Charge / Mortgage**”) in the principal amount of \$20,000,000 against the lands and premises municipally known as 155 Adams Boulevard, Brantford, Ontario (the “**Mortgaged Property**”) and the further security listed in Schedule “A” hereto (with the Charge/Mortgage, the said further security is the “**Security**”).

The Credit Agreement, the Security, the Personal Guarantee, and all other security, undertakings and other documents entered into, or delivered by the Borrowers or the Personal Guarantor, in connection with or pursuant to the Credit Agreement, are collectively referred to herein as the “**Credit Documents**”.

On May 4, 2023, MNP Ltd. was appointed as Financial Advisor to FCC in respect of the Borrowers (the “**Financial Advisor Appointment Letter**”) to conduct a general review of the business of the Borrowers, including the operations and financial position of the Borrowers. The Borrowers provided an Acknowledgement, Agreement and Undertaking on May 5, 2023 with respect to the engagement (the “**Financial Advisor Undertakings**”).

On August [*], 2023, the Borrowers and the Personal Guarantor entered into a forbearance agreement (the “**Forbearance Agreement**”) with FCC.

The Forbearance Agreement requires that the Borrowers and the Personal Guarantor agree to, cooperate in and implement the following SISP procedures.

Capitalized terms not otherwise defined in this SISP document shall have the meanings ascribed to them in the Forbearance Agreement.

THE SALE AND INVESTOR SEARCH PROCESS

The purpose of the SISP is to attempt to maximize value for all of the Borrowers' stakeholders by canvassing the market for a range of sale and refinancing options for the Business which could include a sale to a strategic or financial buyer or a refinancing of FCC's Indebtedness.

The intent of the SISP is to provide a framework structure to ensure that the SISP is coordinated with a view to maximizing value for the Borrowers' stakeholders, with the priority being the full repayment of the Indebtedness or refinancing of the Indebtedness in a timely manner.

The SISP will be managed by a third party investment advisor (the "**Investment Advisor**") who will run the process and provide updates to FCC and the Borrowers as and when requested. The shareholders and management of the Borrowers and the Personal Guarantor (the "**Management**") will assist the Investment Advisor to conduct its mandate.

Appointment of the Investment Advisor

Immediately after the approval of this SISP by the Borrowers and the Personal Guarantor by execution of the Forbearance Agreement, the Borrowers will enter into a mandate letter appointing MNP Corporate Finance Inc. as the Investment Advisor on terms, including without limitation, the fee structure, acceptable to and approved by FCC prior to its execution by the Borrowers.

Responsibilities

In order to ensure that the SISP successfully identifies the best possible buyer or investor, among other things:

- a. the Investment Advisor shall manage the marketing efforts in consultation with FCC and the Borrowers;
- b. management shall devote all time and attention reasonably necessary to assist the Investment Advisor to implement the SISP and to assist the Investment Advisor in responding to questions from prospective parties in a coordinated and mutually convenient and timely manner; and
- c. the Investment Advisor will report to FCC and the Borrowers at each stage through the SISP in a fully transparent manner.

Objectives of the SISP

The SISP will be implemented to achieve the following objectives:

- a. to repay the Indebtedness in full or refinance the Indebtedness in a manner acceptable to FCC, in a timely manner;

- b. subject to satisfying item (a) above, maximize value for the stakeholders; and
- c. timely implementation.

In order to achieve these objectives, interested parties shall be encouraged to consider:

- i. the opportunity of sponsoring a refinancing of the Indebtedness; or
- ii. the purchase of the Business.

Reporting by the Investment Advisor

The Investment Advisor will provide weekly updates to FCC and the Borrowers. In order to preserve any one or more members of Management's ability to present and/or participate in an offer for the purchase of the Business or in a refinancing plan, any offers received by the Investment Advisor for the refinancing or sale of the Business will be presented only to FCC, unless Management expressly confirms in writing that they will not participate in any prospective bid, refinancing or recapitalization, in which case such member of Management shall be entitled to receive and review the offers, if any.

Identification of Potential Interested Parties

An interested party list will be compiled by the Investment Advisor in consultation with Management within 10 business days of the date of the Forbearance Agreement (the "**Commencement Date**"). The interested party list will include both strategic and financial purchasers and refinancing sponsors. FCC shall be entitled to review and provide input into such list before it is finalized.

The following is a general overview of the SISP Process

Phase I

- a. Management will work with the Investment Advisor to prepare the required marketing materials including a teaser, a draft non-disclosure agreement (an "**NDA**"), a confidential information memorandum ("**CIM**") and other relevant marketing materials within 15 business days after the Commencement Date (the "**Marketing Date**"). FCC and the Borrowers shall be entitled to review and provide input into and approve these materials before they are finalized.
- b. The Investment Advisor will contact all of the parties on the interested party list and provide them with the appropriate NDA and marketing materials, and once the NDA is executed, the CIM.
- c. Each potential interested buyer or investor will be asked to submit a non-binding preliminary proposal ("**EOI**") to the Investment Advisor no later than 30 business days after the Marketing Date (the "**Proposal Date**").

- d. The Investment Advisor, in consultation with FCC and the Borrowers will evaluate the EOIs.
- e. Within 5 business days of the Proposal Date (the “**Phase II Approval Date**”), the Investment Advisor will make a recommendation to FCC and the Borrowers as to which parties should be invited to Phase II of the SISP (the “**Phase II Parties**”) subject to FCC’s approval.

Phase II

- a. The Investment Advisor will work with the Phase II Parties to assist such parties to complete their due diligence in a timely manner. The data room will be established by the Phase II Approval Date.
- b. The Phase II Parties will be provided with a management presentation and access to an electronic data room.
- c. The Phase II Parties must complete their due diligence and submit to the Investment Advisor a written proposal (“**LOI**”) within 30 business days of the Phase II Approval Date (the “**Diligence Deadline**”).
- d. The Investment Advisor, in consultation with FCC will review the final proposals.
- e. Within 10 business days after the Diligence Deadline (the “**Second Recommendation Date**”), the Investment Advisor will make a recommendation to FCC and the Borrowers as to which party should be invited to Phase III of the SISP (the “**Phase III Party**”), subject to FCC’s approval within 2 business days of the Second Recommendation Date.

Phase III

- a. The Investment Advisor, in consultation with FCC, will conduct final negotiations with the Phase III Party, if any.
- b. The Investment Advisor will work with FCC and the Borrowers’ counsel to finalize the agreement(s) with the Phase III Party with respect to the refinancing or sale of the Business by the date that is no later than 30 business days after the Phase III Approval Date. The agreement(s) with the Phase III Party shall be approved by the FCC prior to finalization.
- c. Once FCC has approved the agreement(s) with the Phase III Party (assuming FCC approves such agreement(s)) the Borrowers shall take all steps and do all things reasonably necessary to:
 - i. arrange for the execution and delivery of all documents, instruments, filings and agreements as may reasonably be required in order to

consummate and successfully close the transaction(s) contemplated by such approved agreement(s); and

- ii. otherwise, in all material respects, cooperate with the SISP as required for the successful consummation of any such agreement(s) and the successful closing of the transaction(s) contemplated hereby within the time periods contemplated hereunder.

For greater certainty, (i) the failure of the Borrowers to observe and perform the terms and conditions of this SISP, including without limitation, non-performance and non-observance of Phase III (c)(i), and/or (c)(ii) (collectively, the “**SISP Obligations**”), shall constitute a “Terminating Event” under the Forbearance Agreement.

MNP Corporate Finance Inc. Role as Investment Advisor

The Borrowers and the Personal Guarantor agree and acknowledge that MNP Corporate Finance Inc.’s role as Investment Advisor to the Borrowers shall not be treated as being in conflict with any prior or subsequent role that MNP Ltd., MNP LLP or any of MNP LLP’s affiliates (collectively or individually, the “**MNP Parties**”) may have taken or take in respect of the Mortgaged Property, the Business or the Indebtedness, including any role which the MNP Parties may take at the instance of FCC, whether as advisor, consultant to FCC, receiver appointed by FCC, receiver and manager appointed by a court, trustee in bankruptcy or other like role.

Adjustments to the SISP

The parties acknowledge and agree that some adjustments to the timeframes set out in this SISP may be necessary to achieve the objectives of the SISP. The parties agree that, upon the advice and recommendation of the Investment Advisor, the Investment Advisor, with the approval of FCC may adjust the timing of the SISP as reasonably necessary.