2025 01G 4683
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Companies Creditors Arrangement Act* R.S.C., 1985 c.C-36 as Amended (the "**CCAA**"); and

IN THE MATTER OF an application by Ocean View Farms Ltd. (the "**Applicant**") for relief under s. 11 of the CCAA

SALE AND INVESTMENT SOLICITATION PROCESS ORDER

Before the Honourable Justice MacDonald on November 26th**, 2025:**

THIS APPLICATION made by the Company for an Order approving the sale and investment solicitation process ("**SISP**") substantially in the form attached hereto as Schedule "A" was heard on November 26, 2025.

ON READING the Notice of Application, the affidavit of Travis D. Payne sworn November 25, 2025 and the Third Report of S.R. Stack & Company (2023) Ltd. ("**Third Report**") in its capacity as monitor of the Company (in such capacity, the "**Monitor**"); and

ON HEARING the submissions of counsel for the Company, counsel for the Monitor, and such other counsel as were present, no one else appearing for any party although duly served as outlined in the affidavit of service.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amended and Restated Initial Order dated September 22, 2025 (the "**ARIO**").

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the materials filed, as set out in the affidavit of service, is hereby deemed adequate notice so that this Application is properly returnable today and hereby dispenses with further service thereof.

Filed Nov 26/25 SH

APPROVAL OF THE SISP

2. **THIS COURT ORDERS** that the SISP attached as Schedule "A" to this Order is hereby approved.

3. **THIS COURT ORDERS** that the Monitor and the Company are authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order, provided that any definitive agreement to be executed by the Company in respect of the sale or fall or part of the assets, rights, undertakings and properties of the Company, of every nature and kind whatsoever situated, including all proceeds thereof shall require further approval of the Court.

4. **THIS COURT ORDERS** that each of the Monitor, the Company and their respective affiliates, partners, employees, directors, representatives, and agents shall incur no liability or obligation in the carrying out of the SISP or the provisions of this Order, save and except for gross negligence or wilful misconduct on their parts.

5. **THIS COURT ORDERS** that, pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Monitor, the Company and their respective counsel are hereby authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors (each a "**SISP Participant**") and to their advisors, or any interested party that the Monitor or the Company consider appropriate, but only to the extent required to provide information with respect to the SISP in these proceedings.

PROTECTION OF PERSONAL INFORMATION

6. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, the Monitor, the Company and their respective advisors are hereby authorized and permitted to disclose personal information of identifiable individuals ("**Personal Information**") to a SISP Participant and to its advisors, including human resources and payroll information, records pertaining to the Company's past and current employees, and information on specific customers, but only to the extent desired or required to negligent or attempt to complete a transaction in the SISP. Each SISP Participant to whom any Personal Information is disclosed shall maintain and protect the privacy of such Personal Information with security safeguards appropriate to the sensitivity of the

Personal Information and as may otherwise be required by applicable federal or provincial legislation. Each SISP Participant to whom any Personal Information is disclosed shall also limit the use of such Personal Information to its participation in the SISP.

STAY OF PROCEEDINGS

7. **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order of Justice MacDonald and the ARIO is hereby further extended up to and including February 27, 2026.

GENERAL

8. **THIS COURT ORDERS** that the Company or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under this SISP.

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland Time, on the date of this Order.

Issued at St. John's, Newfoundland and Labrador on this 26 day of November, 2025.

Stephanie Hynes
COURT OFFICER

SALE AND INVESTMENT SOLICITATION PROCESS AND BIDDING PROCEDURES

Ocean View Farms Limited

Introduction

On 4 September 2025, Ocean View Farms Limited (the "**Company**") made an application to the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the "**Court**") to commence proceedings under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36 ("**CCAA**"). The Court granted the Company's application and issued an order on 11 September 2025 (the "**Initial Order**"), pursuant to which S.R. Stack & Company (2023) Ltd. was appointed as monitor (the "**Monitor**") in the Company's CCAA proceedings. On 22 September 2025, the Court granted an Amended and Restated Initial Order ("**ARIO**").

On 26 November 2025, the Court granted a Sales Investment and Solicitation Process Order (the "**SISP Order**"), authorizing the Monitor to undertake a sale and investment solicitation process ("**SISP**") for the sale of the Company's business, property, assets and undertakings (collectively, the "**Property**"). The SISP shall be conducted by the Monitor, supported by the Company and its advisors as required, in the manner set forth herein.

Defined Terms

Capitalized terms used in this SISP have the meanings given thereto in the SISP Order and previous Orders of the Court in connection with the Company's CCAA proceedings.

Overview of the Company

1. The Company operates as a dairy farm located at 86 Farm Road in the Town of Bay Bulls, Newfoundland and Labrador, whose main operation is the production and sale of milk to Dairy Farmers of Newfoundland ("**DFNL**"). The Company fills its daily quota with a herd of approximately 170 cows and raises and houses its own replacement animals. The Company produces substantially all forage needed for the herd on approximately 530 acres of arable land seeded with grass/legume mixed forages harvested as silage and stored in bunk silos or as round bales. Grain is purchased in bulk from Nova Scotia, Prince Edward Island and/or New Brunswick, mixed with minerals and supplements into a total mixed ration balanced by a nutritionist, and fed twice daily using an automated TMR mixer. The Company's infrastructure

includes a main 140-stall dairy barn (built in 2011) with a Delaval double-10 milking parlour, a 102-stall heifer barn, two above-ground slurry pits for manure storage, seven grain/feed silos, and five concrete bunk silos for feed storage. (the "**Business**").

Purpose and Opportunity

2. The purpose of the SISP is to market and solicit offers for the sale of or investment in the Company's business. The Monitor shall conduct the SISP in the manner set forth herein.

3. The SISP is intended to solicit interest in, and opportunities for: (i) one or more sales or partial sales of all, substantially all, or certain portions of the business; and/or (ii) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Company or its business; and/or (iii) one or more sales or partial sales of all, substantially all, or certain portions of the Property.

4. All interested parties are encouraged to submit bids based on any form of opportunity that they may elect to advance pursuant to the SISP, including as a Sale Proposal or an Investment Proposal.

5. The Monitor, in consultation with the Company, the DIP Lender, and the Bank of Nova Scotia ("**BNS**") may at any time and from time to time, modify, amend, vary or supplement, whether material or immaterial, the SISP or the Bidding Procedures, if necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures and the SISP Order.

6. Upon making any such modification, amendment, variation, or supplement, the Monitor shall forthwith post on the Monitor's case management website **https://srstack.ca/oceanview** any such modification, amendment, variation or supplement to the Bidding Procedures and inform interested parties impacted by such modifications.

7. In the event of a dispute as to the interpretation or application of the SISP or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

8. No bidder may request or receive any form of bid protection as part of any bid made pursuant to the SISP.

Marketing and Solicitation of Interest; Notice of SISP

9. The Monitor shall arrange for a notice of the SISP to be published in any newspaper or industry journal as the Monitor considers appropriate.

10. The Monitor, in consultation with the Company, the DIP Lender, and BNS, shall prepare:

    (a) a list of potential buyers (collectively, "**Interested Parties**" and individually an "**Interested Party**");
    (b) an initial offering summary, including a summary data sheet ("**Solicitation Letters**");
    (c) a form of non-disclosure agreement ("**NDA**");
    (d) a virtual data room or an acceptable substitute to serve the same purpose ("**VDR**"); and,
    (e) a bid template ("**Bid Template**").

11. The Monitor, with the assistance of the Company and its advisors, will send the Solicitation Letters and the NDA to all applicable Interested Parties in accordance with the milestones set out below and to any other Interested Party who requests same or who is identified as an Interested Party, as soon as reasonably practicable after such request or identification.

12. The Monitor will also post copies of the Solicitation Letters and NDA on its case management website.

13. The Monitor will have sole responsibility for managing all communication with Interested Parties prior to and after receipt of Bids, including due diligence coordination, site visits, inquiries, solicitation and tracking of all Bids, facilitation of communications, and negotiation of transaction documentation.

14. All requests for information in respect of the SISP, the assets available for sale, or to coordinate site visits, must be made through the Monitor.

Timeline

15. The following table sets out the key milestones and deadlines in the SISP, which milestones and deadlines may be extended or amended by the Monitor, in consultation with the Company, the DIP Lender, and BNS:

Ocean View Farms Ltd.	
Event	**Milestone**
1. Prepare for Process Launch Includes creation of solicitation letter, target list, marketing material, confidential	As soon as practicable prior to obtaining the SISP Order

Ocean View Farms Ltd.	
Event	**Milestone**
information memorandum and virtual data room.	
2. Launch SISP Distribute a solicitation letter to potential interested parties and facilitate due diligence, site visits and discussions with interested parties.	5 December 2025
3. Bid Deadline Deadline for submissions of binding Bids.	30 January 2026
4. Selection of Successful Bidder and Definitive Documents The Monitor, in consultation with the Company, the DIP Lender, and BNS will negotiate with interested parties prior to choosing the Successful Bidder, and proceed to definitive documentation.	6 February 2026 Within one week of Bid Deadline
5. Approval Motion – Successful Bid(s) Deadline for filing of Approval Motion in respect of Successful Bidder.	13 February 2026 As soon as practicable after the selection of Successful Bidder and execution of Definitive Documents, subject to Court availability.
6. Closing – Successful Bid(s) Anticipated deadline for closing of Successful Bidder being the Target Closing Date.	27 February 2026 Within two weeks of Approval Motion.

Participation in SISP

14. Any Interested Party who wishes to participate must provide to the Monitor:

    (a) an executed NDA with required disclosures; and

    (b) financial disclosure if requested sufficient to determine capability to consummate a transaction.

15. If an Interested Party: (i) has delivered an executed NDA; and (ii) has provided the Monitor with satisfactory evidence of its capability to consummate a transaction based on its financing, experience, and other relevant considerations, then such Interested Party will be determined by the Monitor to be a "**Potential Bidder**".

16. Each Potential Bidder is prohibited from communicating with any other Potential Bidder regarding SISP matters without the Monitor's consent.

17. The Monitor will provide each Potential Bidder with a copy of the Solicitation Letter and access to the VDR. Potential Bidders' participation is on an as-is, where-is diligence basis and they must rely solely on their own independent review, investigation, and/or inspection of all information on the assets in connection with their participation in the SISP and any transaction resulting therefrom. The Company, the Monitor, and each of its respective directors, officers, agents, counsel, and advisors make no representation or warranty, express or implied, whatsoever as to the information (including, without limitation, with respect to its accuracy or completeness): (i) contained in the Solicitation Letter or the VDR; (ii) provided through the due diligence process or otherwise made available pursuant to the SISP; or (iii) otherwise made available to a Potential Bidder except to the extent contemplated in any definitive documentation duly executed and delivered by the successful bidder(s) (as defined below) and approved by the Company, in consultation with the Monitor, the DIP Lender, and BNS, and approved by the Court.

18. At any time during the SISP, the Monitor may on consultation with the Company, the DIP Lender, and BNS, in its reasonable business judgment, eliminate a Potential Bidder from the SISP, in which case such party will no longer be a Potential Bidder for the purposes of the SISP.

19. The Monitor shall afford each Potential Bidder such access to applicable due diligence materials and information pertaining to the Business of the Company as the Monitor deems appropriate in its reasonable business judgment. Due diligence access may include access to the VDR, on-site inspections, and other matters which a Potential Bidder may reasonably request and which the Monitor deems appropriate. The Monitor will designate one or more representatives to coordinate all reasonable requests for additional information and due diligence access from each Potential Bidder and the manner in which such requests must be communicated.

20. Without limiting the rights and entitlement of the Company's stakeholders, the Monitor shall not be obligated to furnish information related to the Company's Business and Property to persons other than Potential Bidders.

Submission of Binding Offers

21. The Bid Deadline for binding offers by a Potential Bidder (a "**Bid**") is 30 January 2026. Bids must be submitted by e-mail with the title/subject "**Ocean View Farms Limited – Binding Bid**" to sean@srstack.ca.

22. Submitted Bids must be in the form of an executable agreement; a template will be posted to the VDR and provided to all Potential Bidders.

Qualified Bid Criteria

23. A Bid submitted by a Potential Bidder will only be considered a "**Qualified Bid**" if, at minimum, it:

    (a) is binding that has been duly executed by all required parties;

    (b) is received by the Bid Deadline;

    (c) it is accompanied by a cover letter providing the Monitor with the following information:

        (i) identity of the Potential Bidder and representatives thereof who are authorized to appear and act on behalf of the Potential Bidder for all purposes regarding the contemplated transaction; and the identity of each entity or person that will be sponsoring, participating in or benefiting from the transaction contemplated by the Bid;

(ii) if the Bid is subject to financing, evidence of ability to complete financing and any conditions to financing;

(iii) written evidence, satisfactory to the Monitor, in consultation with the Company, the DIP Lender, and BNS, of the ability to consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed on closing of the transaction, including, without limitation, a specific indication of the sources of capital;

(iv) all material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such approvals;

(v) acknowledgments and representations of the Qualified Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Company and its Property prior to making a Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Bid; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Company or the completeness of any information provided in connection therewith, other than as expressly set forth in the Bid or other transaction document submitted with the Bid; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities;

(d) a Bid must be accompanied by a deposit in the amount of not less than 10% of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the "**Deposit**"), along with acknowledgement that if the Qualified Bidder is selected as the Successful Bidder (as defined below), that the Deposit will be non-refundable subject to approval of the Successful Bid (as defined below) by the Court and the terms described below;

(e) a Bid must clearly indicate:

(i) that the Potential Bidder is seeking to acquire all or substantially all of the Property whether through an asset purchase, a share purchase or a combination thereof (either one being, a "**Sale Proposal**") or some other portion of the Property (a "**Partial Sale Proposal**"); and/or

(ii) that the Potential Bidder is offering to make an investment in, restructure, recapitalize, reorganize or refinance the Company or Business (an "**Investment Proposal**").

(f) a Bid must contain a proposed allocation of the purchase price amongst the assets being acquired;

(g) a Bid must contain such other information as may be reasonably requested by the Monitor, in consultation with the Company; and

(h) a Bid shall not provide for any break fee or expense reimbursement.

24. In the case of a Sale Proposal or a Partial Sale Proposal of the Business and Property, a Qualified Bid must identify or contain the following, in addition to the requirements in paragraph 23:

(a) the purchase price or price range and key assumptions supporting the valuation and the anticipated amount of cash payable on closing of the proposed transaction;

(b) any contemplated purchase price adjustment;

(c) a description of the specific assets that are expected to be subject to the transaction and any assets or obligations expected to be excluded;

(d) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Potential Bidder intends to assume and which such liabilities and obligations it does not intend to assume;

(e) information sufficient for the Monitor, in consultation with the Company, the DIP Lender, and BNS, to determine that the Potential Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (d) above; and

(f) any other terms or conditions of the Sale Proposal or Partial Sale Proposal that the Potential Bidder believes are material to the transaction.

25. In the case of an Investment Proposal of the Company, a Qualified Bid must contain or identify the following, in addition to the requirements in paragraphs 23 and 2:

    (a) a description of how the Potential Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization;
    (b) the aggregate amount of the equity and/or debt investment to be made in the Company or Business;
    (c) the underlying assumptions regarding the pro forma capital structure;
    (d) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Potential Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
    (e) information sufficient for the Monitor, in consultation with the Company, the DIP Lender, and BNS, to determine that the Potential Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (d) above; and
    (f) any other terms or conditions of the Investment Proposal that the Potential Bidder believes are material to the transaction.

26. Notwithstanding the foregoing, the Monitor, in consultation with the Company, the DIP Lender, and BNS, may waive compliance with any one or more of the requirements above and deem any such non-compliant bid to be a Qualified Bid, provided that doing so shall not constitute a waiver by the Monitor of the requirements of the paragraphs above or an obligation on the part of the Monitor to designate any other Bid as a Qualified Bid. The Monitor will be under no obligation to negotiate identical terms with, or extend identical terms to, each Potential Bidder.

27. Any Qualified Bids accepted pursuant to the SISP will be strictly subject to Court approval.

28. At the Monitor's discretion and upon consultation with the Company, the DIP Lender, and BNS, the Monitor may accept any Bid prior to the Bid Deadline if, in the opinion of the Monitor, such Bid is in the best interest of the Company's creditors and stakeholders, and the Bid is projected to result in a payment to BNS that would satisfy in full its claims against the Company. The acceptance of any such Bid would be strictly subject to Court approval, upon notice to interested parties.

Selection of the Successful Bid(s)

29. The Monitor, in consultation with the Company, the DIP Lender, and BNS, may, following the receipt of any Qualified Bid, seek clarification with respect to any of the terms or conditions of such Qualified Bid and/or request and negotiate one or more amendments to such Qualified Bid.

30. The Monitor, in consultation with the Company, the DIP Lender, and BNS, may negotiate with any Bidder for changes to that person's Qualified Bid. Further, in the event that any of the Qualified Bids are substantially similar, the Monitor may call upon those Bidders to submit further Bids. Notwithstanding the foregoing, the Monitor shall not be obligated to negotiate with any Potential Bidder or to give any Potential Bidder an opportunity to resubmit a Qualified Bid, whether or not the Monitor negotiates with any Potential Bidder.

31. The Monitor, in consultation with the Company, the DIP Lender, and BNS, will: (a) review and evaluate each Qualified Bid; and (b) identify the highest or otherwise best bid(s) for the Property (the "**Successful Bid**"), and the Potential Bidder making such Successful Bid, (the "**Successful Bidder**").

32. The definitive documentation in respect of the Successful Bid(s) must be finalized and executed no later than 6 February 2026, which definitive documentation shall be conditional only upon the receipt of a Court Order(s) and the express conditions set out therein and shall provide that the Successful Bidder(s) shall use all reasonable efforts to close the proposed transaction by no later than 27 February 2026 (the "**Target Closing Date**"), or such longer period as shall be agreed to by the Monitor in consultation with the Company, the DIP Lender, BNS, and the Successful Bidder(s). In any event, the Successful Bid(s) must be closed by no later than 6 March 2026 (the "**Outside Date**").

Approval of Successful Bid(s)

33. The Monitor shall make an application to the Court (the "**Approval Motion**") for one or more orders: (i) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid(s), as applicable, so as to vest title to any purchased assets in the name of the Successful Bidder(s) and/or vesting unwanted liabilities out of the Company (collectively, the "**Approval Order(s)**"). The Approval Motion will be held on a date to be scheduled by the Monitor and confirmed by the Court upon application by the Monitor, who shall use their best efforts to schedule the Approval Motion on or before 13 February

2026, subject to Court availability. The Approval Motion may be adjourned or rescheduled by the Monitor, in consultation with the Company, the DIP Lender, and BNS, without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice served electronically on the service list of the CCAA Proceedings prior to the Approval Motion.

34. All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Monitor to any unsuccessful Qualified Bidders.

Deposits

35. The Deposit(s):

    (a) shall, upon receipt from the Qualified Bidder(s), be retained by the Monitor and deposited in a non-interest-bearing trust account.

    (b) received from the Successful Bidder(s), shall:

        (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order(s), upon closing of the approved transaction; and

        (ii) shall otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid, provided that all such documentation shall provide that the Deposit shall be retained by the Monitor and forfeited by the Successful Bidder if the Successful Bid fails to close by the Outside Date, and such failure is attributable directly to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid;

36. Deposits received from Qualified Bidder(s) that are not the Successful Bidder shall be refunded in full to the Qualified Bidder(s) that paid the Deposit(s) as soon as reasonably practicable following the selection of the Successful Bidder.

Amendment

37. The Monitor shall have the right at any time, in consultation with the Company, the DIP Lender, and BNS, to make material and non-material amendments to the SISP (including by extending the Bid Deadline) if, in the Monitor's reasonable judgment in consultation with the Company, the DIP Lender, and BNS, such material or non-material amendment is likely to enhance the

procedure for conducting the SISP or maximize the value of a transaction pursuant to the SISP, save that no amendment will reduce the extent of any person's consultation or approval rights otherwise set out herein. The Monitor shall advise the Service List in the CCAA Proceedings of any material amendment to the SISP.

"As is, Where is"

38. Any transaction will be on an "as is, where is" basis without surviving material representations or warranties, nature, or description by the Monitor, the Company, or any of their respective directors, officers, agents, advisors, or other representatives unless otherwise agreed in a definitive agreement.

Free of Any and All Claims and Interests

39. In the event of a sale, to the extent permitted by law and subject to Court approval, all of the rights, title and interests of the Company in and to the Property will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to section 36(6) of the CCAA, except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder, and such Claims and Interests shall attach to the net proceeds of the sale of such Property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof).

Credit Bidding

40. Any party or parties holding a valid, enforceable and properly perfected security interest in the Company may, subject in all respects to such party's compliance with these Bidding Procedures, credit bid any portion of the amount of debt secured by such lien as part of any transaction contemplated by the Bidding Procedures; provided however, that such transaction shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction:

    (a) the outstanding amount of the DIP Facility, together with accrued interest and fees;
    (b) the outstanding amount secured by any Court ordered charges granted within the CCAA proceedings;
    (c) the outstanding amount of any priority payables (i.e. priority payables to Canada Revenue Agency, WEPPA, etc.); and

(d) the outstanding amounts secured by a security interest in the assets to be acquired under such transaction that is senior in priority to the security interest held in such assets by the party submitted such credit bid unless the holder, trustee, or agent of any such senior secured creditor otherwise agrees.

41. Any credit bid must be submitted to the Monitor in writing no later than the Bid Deadline.

42. Any party intending to submit a credit bid must advise the Monitor of their intention no later than 16 January 2025 and shall be treated as a Potential Bidder in the SISP without any further actions or approvals.

43. Nothing contained within the SISP or any order approving the SISP is intended to, or shall, alter or amend the rights, terms or obligations under any intercreditor agreement or other form of agreement in respect of the existing indebtedness of the Company.

Insider Bid / Non-Arms Length Party Bidder

44. Any insider or non-arm's length party seeking to, or intending to, submit a Bid must declare their intention to do so in writing to the Monitor no later than 19 December 2025 at 5pm Newfoundland Time.

45. Should an insider or non-arms length party or parties elect to participate in the SISP, they shall be treated as a Potential Bidder pursuant to the SISP and may not receive disclosure about any other Potential Bidder or negotiations carried on in the SISP, which negotiations shall be carried on by the Monitor in consultation with the DIP Lender and BNS.

Confidentiality

46. For greater certainty, other than as shall be required in connection with any Approval Motion and consultation obligations with the DIP Lender and BNS, neither the Company nor the Monitor will share: (i) the identity of any Potential Bidder or (ii) the terms of any Bid, Qualified Bid, Sale Proposal or Investment Proposal, with any other bidder without the consent of such party (including by way of email).

Further Orders

47. At any time during the SISP, the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP and the Bidding Procedures including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Additional Terms

48. In addition to any other requirement of these Bidding Procedures:

(a) The Monitor, as applicable, shall at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as high potential bidders in a process of this kind or who may be reasonably proposed by any of the Monitor, the DIP Lender, or the Company's stakeholders as a potential bidder.

(b) Any consent, approval or confirmation to be provided by the Company and/or the Monitor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email shall be deemed to have been provided in writing for the purposes of this paragraph.

(c) All Potential Bidders shall at all times be granted information, access and facilitation that is no less complete and timely than is granted by the Monitor, or their representatives, to other Potential Bidders to the SISP. This shall include, without limitation, reasonable access to the Company's books, records, financial information, management, advisors and business partners. The Monitor shall review all information and materials provided by the Company or its representatives, the DIP Lender or their representatives, and the secured creditors or their representatives and, to the extent that the Monitor, in consultation with the Company, is of the view that any such information or materials are materially relevant to a Potential Bidder, then such information or materials shall be promptly posted to the VDR or otherwise made available to all Potential Bidders. Nothing in this paragraph creates binding obligations of third parties.

(d) Nothing in this SISP shall require that a Successful Bid or any other bid must NOT be approved by the Court. The Court at all times retains the discretion to direct the clarification, termination, extension or modification of the SISP and Bidding Procedures on application of any interested party.

(e) Prior to the seeking of Court approval for any transaction or bid contemplated by this SISP, the Monitor will provide a report to the Court on the SISP process, parts of which may be filed under seal, including in respect of any and all bids received.

49. Notwithstanding the foregoing, in its review and recommendation of a Successful Bid, the Monitor may waive compliance with any one or more of the requirements of the Bid Criteria and deem any such non-compliant Bid to be a Qualified Bid, if in the Monitor's opinion, the admission of such Qualified Bid will enhance the realization of the Property.

50. Submission of a Bid pursuant to the SISP will remain confidential to the Monitor, the Company, the DIP Lender, BNS, and to the Court. Neither the Monitor, nor the Company, nor the DIP Lender, nor BNS, will share the details of any Bid received with other interested parties or bidders.

Contact

51. All questions and enquiries regarding the SISP should be directed to sean@srstack.ca.