2025 Court No. 2025 01G 4683

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**

AND IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGMENT OF

OCEAN VIEW FARMS LIMITED

SECOND REPORT OF THE MONITOR

November 19, 2025

S.R. Stack & Company (2023) Ltd.
Court Appointed Monitor
84-86 Elizabeth Ave., Suite 101,
St. John's, NL, A1A 1W7

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INTRODUCTION

1. Pursuant to an order ("**Initial Order**") issued by the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency ("**Court**") on September 11th, 2025, Ocean View Farms Limited, (the "**Company**") was granted protection under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36 ("CCAA"). The Initial Order:

    a. appointed S.R. Stack & Company (2023) Ltd. as monitor (in such capacity, the "**Monitor**");
    b. Established an initial stay of proceedings up to and including September 21, 2025 (the "**Stay of Proceedings**");
    c. appointed Resolve Advisory as the Chief Restructuring Officer for the Company (the "**CRO**" or "**Resolve**"); and
    d. granted an administration charge of $100,000 (the "**Administration Charge**") securing the fees and expenses of the Monitor, counsel to the Monitor, counsel to the Company and the CRO, in respect of the CCAA Proceedings.

2. On September 15, 2025, the Court granted a Charging Order (the "Charging Order") which:

    a. extended the Stay of Proceedings to September 22, 2025;
    b. granted debtor-in-possession financing (**"DIP Term Sheet"**) to the maximum amount of $500,000 which was made available by Libra Financial (**"DIP Lender"**);
    c. authorized the Company to borrow from the DIP Lender to an initial amount of $150,000; and
    d. granted a charge (the "DIP Lender's Charge") in favour of the DIP Lender.

3. On September 22, 2025. the Court granted the Amended and Restated Initial Order (**"ARIO"**), attached as Appendix "A", which:

    a. extended the Stay of Proceedings to November 14, 2025;
    b. confirmed the appointment of S.R. Stack & company (2023) Ltd. As Monitor;
    c. increased the Administration Charge to $250,000; and
    d. authorized the Company to borrow from the DIP Lender up to the total maximum of the DIP Term Sheet, namely $500,000;

4. On November 14, 2025 the Court set a return date of November 20, 2025 and granted an order extending the Stay of Proceedings to November 21, 2025 (the "**November 14th Order**"). The November 14th Order is attached to this report as Appendix A.

PURPOSE OF THIS REPORT

5. The purpose of this second report of the Monitor (the "**Second Report**") is to provide this Honourable Court with information pertaining to:

a. the Company's activities and communications with stakeholders since the November 14 hearing;
b. an update on the status of budget-to-actual reporting;
c. an update on the status of revised cash flow projections;
d. an update on the status of the SISP; and
e. the Monitor's conclusions and recommendations.

TERMS OF REFERENCE

6. In preparing this First Report and making the comments herein, the Monitor has been provided with, and has relied upon, unaudited financial information, books and records prepared by the Company, discussions with management of the Company ("**Management**") and information from third-party sources (collectively, the "**Information**").

7. The Monitor has reviewed the Information for reasonableness and internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information relied on to prepare this Pre-filing Report in a manner that complies with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, Stack expresses no opinion or other form of assurance contemplated under the CAS in respect of such information. Any party wishing to place reliance on the financial information set out herein should perform its own diligence.

8. An examination of the Cash Flow Forecast and Revised Cash Flow Forecast, as outlined in the Chartered Professional Accountants of Canada Handbook has not been performed. Future-oriented financial information relied upon in this Pre-filing Report is based upon the Company's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Monitor expresses no opinion or other form of assurance on whether the Revised Cash Flow Forecast will be achieved.

9. Unless otherwise indicated, the Monitor's understanding of factual matters expressed in the First Report, concerning the Company's business is based on the Information, and not independent factual determinations made by the Monitor.

10. Unless otherwise noted, all currency references in this Pre-filing Report are in Canadian dollars.

UPDATE ON THE COMPANY'S ACTIVITIES

11. The Monitor understands that the Company has advised O'Keefe & Sullivan that it does not intend for them to continue as legal counsel going forward.

12. The Monitor understands that the Company has been prioritizing its search for new legal counsel and will be advising the other stakeholders of the result of that search, once completed.

13. The Company postponed a site visit for the purpose of obtaining an equipment appraisal that was scheduled for November 17th. The stated reason for postponing was to allow time to search for new legal counsel.

14. The Monitor understands that as a result of the foregoing, O'Keefe & Sullivan will be filing, or has filed, a motion with this Court requesting to be removed as counsel of record for this CCAA proceeding and that this motion contemplates a 10-day transition period (the "**Transition Period**").

UPDATE ON CASH FLOW TO DATE

15. As of the filing of this Second Report, while Resolve and the Monitor have performed the work required for cash-flow monitoring, the Monitor is unable to provide a complete and final update on cash flows to date as there are a number of questions on the budget-to-actuals that remain outstanding. The Company's efforts to retain new legal counsel, combined with the external accountant's unavailability due to pre-existing obligations, have delayed the finalization of the financial information required for that update.

UPDATE ON REVISED CASH FLOW FORECAST

16. As of the filing of this Second Report, while Resolve and the Monitor have undertaken efforts to gain comfort with draft cash flow projections prepared by the Company, the Monitor is not able to provide a revised cash flow forecast as there are a number of questions on the revised cash flow forecast that remain outstanding. The Company's efforts to retain new legal counsel, combined with the external accountant's unavailability due to pre-existing obligations, have delayed the finalization of the financial information required for that update.

UPDATE ON THE SISP

17. The Monitor and its legal counsel have had discussions with the Bank of Nova Scotia, and its legal counsel, and work has progressed on the discussion of dates for milestones within a SISP as well as edits to the draft SISP that was submitted to this court before the November 14th hearing.

18. Most recently, Bank of Nova Scotia has provided its latest edits, including proposed milestone dates, included herein as Appendix 'B'.

19. The Monitor is not in agreement with the changes the Bank of Nova Scotia has proposed to paragraphs 28 and 31 as these changes undermine the Monitor in its role and provide the Bank of Nova Scotia with a veto over the process.

20. As of the filing of this report the Monitor's counsel has relayed its concerns with the proposed changes to the SISP to the Bank of Nova Scotia.

21. Due to the fact that the Company is working to find new legal counsel, the Monitor does not know what the Company's opinion is on the drafts and edits that have been circulated.

CONCLUSIONS AND RECOMMENDATIONS

22. The Monitor will work with the Company and its counsel is to ensure the objectives of this CCAA proceeding are respected during the Transition Period.

23. The Monitor proposes that it shares with the Bank of Nova Scotia the updated budget-to-actuals and revised cash flow projections by Wednesday, November 26th, at the latest.

24. The Monitor advises all stakeholders that should the Company fail to find new legal counsel in a timely manner, or should it fail to convince the Monitor that it continues to act in good faith and with due diligence respecting these proceedings, the Monitor will consider whether filing a material adverse change ("**MAC**") report is warranted.

25. The Monitor recommends that the Stay of Proceedings be extended for the Transition Period and that a hearing date be set at the expiry of the Transition Period for approval of a SISP, assuming a MAC is not filed.

All of which is respectfully submitted this 19th day of November 2025.

S.R. Stack & Company (2023) Ltd., in its capacity as Monitor of the Company, and not in its corporate or personal capacity

Sean Stack, CIRP, LIT
President

Appendix "A"

November 14th Order

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 Limited (the "**Applicant**") for relief under s. 11 of the CCAA.

STAY EXTENSION ORDER

Before the Honourable Justice Alexander MacDonald on 14 November 2025.

UPON APPLICATION made by the Applicant pursuant to the CCAA for an Order extending the Stay Period (as defined in the Initial Order).

AND UPON READING the Notice of Motion and the Monitor's Second Report, to be filed, in its capacity as the court-appointed monitor of the Applicant (in such capacity, the "**Monitor**"); and

AND UPON HEARING the submissions of counsel for the Applicant, counsel for the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the affidavit(s) of service.

The following is ordered and declared:

STAY OF PROCEEDINGS

1. **THIS COURT ORDERS** that the Stay Period, as defined in the Initial Order of Justice MacDonald dated 11 September 2025 and in the ARIO is hereby further extended up to and including 21 November 2025.

2. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m., Newfoundland Time, on 14 November 2025.

Filed/Classé NOVEMBER 14, 2025

ISSUED at St. John's, Newfoundland and Labrador on this 14 day of November, 2025.

COURT
OFFICER

Appendix “B”

Bank’s edits version of draft SISP

SALE AND INVESTMENT SOLICITATION PROCESS AND BIDDING PROCEDURES

Ocean View Farms Limited

Introduction

On ~~14~~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 15 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 ~~14~~21 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 ~~Applicant's~~Company's business, property, assets and undertakings (collectively, the "**Property**"). The SISP shall be conducted by the Monitor, supported by the ~~Applicant~~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 ~~Applicant's~~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, producing approximately 15–20% [NTD: Check this number] of the island dairy supply. The ~~Farm~~Company produces 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 ~~Farm's~~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 ~~Applicant's~~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 ~~Applicant~~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~~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 ~~Applicant and~~ 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. ~~The~~ 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** ~~as soon as practicable,~~ 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 ~~be entitled, but not obligated, to~~ 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 ~~Applicant and~~ 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 ("**Solicitation Letters**");

    (c) a form of non-disclosure agreement ("**NDA**"); and

    (d) A virtual data room ("**VDR**").

11. The Monitor, with the assistance of the ~~Applicant~~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 ~~and~~, the DIP Lender~~: [NTD: to be discussed]~~, and BNS:

Ocean View Farms Ltd.	
Event	**Milestone**
1. Prepare for Process Launch Includes creation of solicitation letter, target list, marketing material, confidential information memorandum and virtual data room.	As soon as practicable prior to obtaining the SISP Order
2. Launch SISP Distribute a solicitation letter to potential interested parties and facilitate due diligence, site visits and discussions with interested parties.	28 November 2025 ~~Within two weeks of obtaining the SISP Order~~
~~3. Stalking Horse Deadline~~ ~~Deadline for submissions of a Stalking Horse Bid (if any)~~	~~10 December 2025~~
~~4~~3. **Bid Deadline** Deadline for submissions of binding Bids.	~~12~~30 January 2026 ~~45 Days from Launching the SISP~~
~~5~~4. **Selection of Successful Bidder and Definitive Documents** The Monitor, in consultation with the Company ~~and~~, the DIP Lender, and BNS will negotiate with interested parties prior to choosing the Successful Bidder, and proceed to definitive documentation.	~~19 January~~6 February, 2026 Within one week of Bid Deadline
~~6~~5. **Approval Motion – Successful Bid(s)** Deadline for filing of Approval Motion in respect of Successful Bidder.	~~26 January~~13 February, 2026

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Ocean View Farms Ltd.	
Event	**Milestone**
	As soon as practicable after the selection of Successful Bidder and execution of Definitive Documents, subject to Court availability.
~~7~~6. **Closing – Successful Bid(s)** Anticipated deadline for closing of Successful Bidder being the Target Closing Date.	~~09~~27 February 2026 Within two weeks of Approval Motion.

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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 with the assistance of the Company and its advisors, as required, will prepare and send to each Potential Bidder a Confidential Information Memorandum ("**CIM**") providing additional information considered relevant to the Property. The Monitor will also provide each Potential Bidder with a copy of the Solicitation Letter and access to the VDR. ~~Potential Bidders~~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 CIM, 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. The Monitor will deliver a confidential information memorandum and VDR access to each Potential Bidder and all participation is on an as-is, where-is diligence basis without representations or warranties except as may be expressly provided in definitive documentation approved by the Court.~~

~~19.~~18. ~~-~~At any time during the SISP, the Monitor may on consultation with the Company ~~and~~, 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.

~~20.~~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.

~~21.~~20. ~~The~~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

~~22.~~21. The Bid Deadline for binding offers by a Potential Bidder (a "**Bid**") is ~~12 February~~30 January 2026. Bids must be submitted by e-mail with the title/subject "**Ocean View Farms Limited – Binding Bid**" to sean@srstack.ca.

~~23.~~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

~~24.~~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 ~~and~~, 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.

~~25.~~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 24 :

(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 ~~and~~, 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.

~~26.~~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 24 and 25:

(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 ~~and~~, 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.

~~27.~~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.

~~28.~~27. Any Qualified Bids accepted pursuant to the SISP will be strictly subject to Court approval.

~~29.~~28. At the Monitor's discretion and upon consultation with the Company ~~and~~, 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)

~~30.~~29. The Monitor, in consultation with the Company ~~and~~, 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.

~~31.~~30. The Monitor, in consultation with the Company ~~and~~, 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.

~~32.~~31. The Monitor, in consultation with the Company ~~and~~, 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**"). If a Successful Bid is not projected to result in a payment to BNS that would satisfy in full its claims against the Company, the Monitor will not select the Successful Bid and the Successful Bidder without the approval of BNS.

~~33.~~32. The definitive documentation in respect of the Successful Bid(s) must be finalized and executed no later than ~~19~~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 ~~09~~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, ~~the senior secured creditors~~BNS, and the Successful Bidder(s). In any event, the Successful Bid(s) must be closed by no later than ~~28~~6 March 2026 (the "**Outside Date**").

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Approval of Successful Bid(s)

~~34.~~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 ~~26~~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 ~~the senior secured creditors~~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.

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~~35.~~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

~~36.~~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;

~~37.~~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

~~38.~~37. The Monitor shall have the right at any time, ~~(i)~~ in consultation with the Company ~~and the approval of~~, the DIP Lender, and BNS, to make material and non-material amendments to the SISP (including by extending the Bid Deadline~~); and (ii) in consultation with the Company and the DIP Lender, make non-material amendments to the SISP, in each case~~) if, in the Monitor's reasonable judgment in consultation with the Company ~~and~~, 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.

~~39. Without limiting the foregoing and notwithstanding the process and timeline of the SISP, the Company, with the consent of the Monitor, may enter into a definitive agreement with respect to a transaction involving some or all of the Property with a party identified through the SISP~~

~~or otherwise, and the Monitor may suspend or terminate the SISP, upon consultation with the Company, the Monitor and the DIP Lender and subject to Court approval.~~

"As is, Where is"

~~40.~~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

~~41.~~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~~), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder.~~).

~~Stalking Horse Bids~~

~~42. A Potential Bidder may submit a stalking horse bid ("Stalking Horse Bid") for the Property on or before 10 December 2025. A Stalking Horse Bid must be submitted by e-mail with the title "Ocean View Farms Ltd. – Stalking Horse Bid" to sean@srstack.ca. The Monitor shall deliver a copy of any Stalking Horse Bid received by the Monitor to the DIP Lender as soon as possible upon receipt.~~

~~43. The Stalking Horse Bid must comply with the requirements specified in paragraphs 24, 25, and 26. However, the Monitor in consultation with the Company, may waive compliance with any one or more of the requirements if it deems it appropriate to do so.~~

~~44. The Monitor, in consultation with the Company and the DIP Lender may, following the receipt of any Stalking Horse Bid, seek clarification with respect to any of the terms or conditions of such Stalking Horse Bid and/or request and negotiate one or more amendments to such Stalking Horse Bid.~~

~~45. The Monitor, in consultation with the Company, the DIP Lender and the Bank of Nova Scotia ("BNS") in its capacity as secured creditor and will review and evaluate each Stalking Horse Bid and identify the highest or otherwise best Stalking Horse Bid for the Property and the Company may execute such Stalking Horse Bid (the "Stalking Horse Agreement") with the consent of the Monitor, BNS and DIP Lender if, in the view of the Company and the Monitor, with the consent of the DIP Lender, which consent shall not be unreasonably withheld, such Stalking Horse Bid is likely to maximize realization for stakeholders and contribute to a competitive SISP.~~

~~46. If a Stalking Horse Agreement is executed, the Monitor will seek approval of the Stalking Horse Agreement from the Court as soon as reasonably practicable after execution, based on the Court's availability.~~

~~47. The Monitor shall as soon as reasonably practicable after approval of a Stalking Horse Agreement circulate the Stalking Horse Agreement to all Potential Bidders and to the service list in this CCAA proceeding with a cover letter advising Potential Bidders that any Bid must comply with the following criteria, in addition to the requirements in paragraph 24, 25 and 26:~~

~~(a) it must provide for cash consideration sufficient to pay in full on closing of the transaction: (i) a minimum incremental amount of $100,000 in excess of the aggregate purchase price contemplated by the Stalking Horse Agreement; and (ii) a break fee in the amount specified in the Stalking Horse Agreement, if any; and~~

~~(b) it must include a blackline of the Bid against the template agreement, which shall be posted by the Monitor in Word format in the VDR.~~

Credit Bidding

~~48.~~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.

~~49.~~41. Any credit bid must be submitted to the Monitor in writing no later than the Bid Deadline.

~~50.~~42. Any party intending to submit a credit bid must advise the Monitor of their intention no later than ~~29~~16 January 2025 and shall be treated as a Potential Bidder in the SISP without any further actions or approvals.

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~~51.~~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

~~52.~~44. Any insider or non-arm's length party seeking to, or intending to, submit a ~~Stalking Horse Bid or any other~~ Bid must declare their intention to do so in writing to the Monitor no later than 19 December 2025 at 5pm Newfoundland Time.

~~53.~~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

~~54.~~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

~~55.~~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

~~56.~~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.

~~57.~~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.

~~58. Before accepting a Bid, the Monitor may, in its sole discretion, negotiate with any Bidder for changes to that person's Bid. Further, in the event that any of the Bids are substantially similar, the Monitor may in its sole discretion 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 Bid, whether or not the Monitor negotiates with any Potential Bidder.~~

~~59.~~50. Submission of a Bid pursuant to the SISP will remain confidential to the Monitor, the Company, the DIP Lender, ~~the senior secured creditors~~BNS, and to the Court. Neither the Monitor, nor the Company, nor the DIP Lender, nor ~~the senior secured creditors~~BNS, will share the details of any Bid received with other interested parties or bidders.

Contact

~~60.~~51. All questions and enquiries regarding the SISP should be directed to sean@srstack.ca.