2025 01G 4683

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

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**")

APPROVAL AND VESTING ORDER

Before the Honourable Justice Alexander MacDonald on 30 July 2026:

UPON READING the Application the Applicant for an Order:

A. Approving the sale transaction of certain property contemplated by an Asset Purchase Agreement dated as of July 29, 2026 (the "**Purchase Agreement**") between the Applicant and 100322 Newfoundland and Labrador Inc. (the "**Purchaser**"), and transferring to the Purchaser all of the Applicant's right, title, and interest in the Applicant's property described within the Purchase Agreement (the "**Purchased Assets**");

B. Vesting and transferring all of the Applicant's right, title, and interest in the Purchased Assets in and to the Purchaser free and clear of all Claims (as defined below);

AND UPON READING material filed by counsel;

AND UPON HEARING Travis Payne on behalf of the Applicant;

IT IS THIS DAY ORDERED THAT:

Validation of Service

1. The time for service of the Application is hereby abridged, service of the Application is validated, and further service of the Application is dispensed with.

Approval of Sale

2. The Applicant be and is hereby authorized to complete the transaction between the Applicant and the Purchaser contemplated by the Purchase Agreement in relation to the Purchased Assets.

3. The Purchase Agreement be and is hereby approved.

4. The Applicant is authorized and empowered to do all things and execute and deliver all such documents as it deems necessary in order to complete the transactions contemplated by the Purchase Agreement.

Filed July 30/26 RC

Vesting of Assets

5. Effective immediately upon the filing with this Court of a Monitor's Certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Certificate**") signed by S.R. Stack & Company (2023) Ltd. (the "**Monitor**") confirming that all terms and conditions under the Purchase Agreement have been either satisfied or waived and that the transactions contemplated by the Purchase Agreement have been completed to the satisfaction of the Monitor, all right, title, and interest of the Applicant in the Purchased Assets shall vest and are hereby vested in and to the Purchaser, absolutely and forever, without limitation, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts, or deemed trusts (whether contractual, statutory, or otherwise) liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured, or otherwise (collectively, the "**Claims**"), provided however that from or after the filing of the Monitor's Certificate with this Court, any and all Claims of or by any persons in or to the Purchased Assets shall attach to the proceeds derived from the completion of the transactions contemplated by the Purchase Agreement with the same priority as they had with respect to the Purchased Assets immediately prior to the completion of the transactions contemplated by the Purchase Agreement.

6. The purchase price set out in the Purchase Agreement is fair and commercially reasonable and was arrived at in a commercially reasonable manner.

7. Notwithstanding:

   (a) the pendency of these proceedings;

   (b) any applications for a bankruptcy order now or in the future issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**"), in respect of the Applicant and any bankruptcy order issued pursuant to any such applications; and

   (c) any assignment in bankruptcy made in respect of the Applicant,

   the vesting of the Purchased Assets in and to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute or be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at under value, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to past and current employees of the Company The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Company

9. Any and all third parties holding Purchased Assets are hereby directed to release such Purchased Assets forthwith upon receiving instructions to that effect from the Monitor, or, after the closing of

the transactions contemplated by the Purchase Agreement, from the Monitor, the Purchaser, or both.

10. That this Order shall have full force and effect in all provinces and territories in Canada.

11. That the Receiver or the Purchaser may apply to this Court as necessary to seek further orders and directions to give effect to this Order.

12. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals, regulatory and administrative bodies are respectfully requested to make such orders and to provide such assistance as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

13. That each of the Monitor and the Purchaser be at liberty and are hereby authorized and empowered to apply to any court, tribunal regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

14. That this Order is effective from 12.01 a.m. Newfoundland and Labrador Time on the date that it is made.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 30 day of July, 2026

Court Officer

SCHEDULE "A"

MONITOR'S CERTIFICATE

[see attached.]

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AND IN THE MATTER OF an application by Ocean View Farms Ltd. (the "**Applicant**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of this Court dated July 30, 2026 (the **" Approval and Vesting Order"),** the Court, inter alia, (i) approved the Purchase Agreement entered into by the Applicant and the Purchaser; (ii) approved the transactions contemplated by the Asset Purchase Agreement; and (iii) vested all of the right, title and interest in and to the Purchased Assets in the Purchaser.

B. Unless otherwise indicated herein, all terms have the meanings set out in the Approval and Vesting Order or the ARIO.

THE MONITOR CERTIFIES:

1. The Monitor has received written confirmation from the Applicant and the Purchaser, in form and substance satisfactory to the Monitor, that all conditions to closing set out in the Purchase Agreement have been satisfied or waived by the Purchaser or the Applicant, as applicable; and

2. The Purchaser has paid to the Monitor and the Monitor has received the Purchase Price in accordance with the Purchase Agreement.

This Certificate was delivered by the Monitor at _____ on _____,2026.

S.R. Stack & Company (2023) Ltd.,
in its capacity as Monitor

_____

Per: Sean Stack