

Sales Information Package

Meadowbrook Meat Market (2126995 Nova Scotia Limited)

Business Restructuring & Turnaround Services, BDO Canada Limited

November 2024



Disclaimer



- This package has been prepared solely for the information of parties expressing an interest in specific assets of **2126995 Nova Scotia Limited** (dba **Meadowbrook Meat Market** (the **“Company”** or **“Meadowbrook”**)).
- The information in this package (the **“Information Package”**) has been obtained from the Company and other sources and has been prepared for the purpose of providing interested parties with general information to assist them in their evaluation of the assets, for the purposes of determining whether or not to proceed with an offer for the acquisition of these assets on an as-is basis.
- This information is subject to change and has not been audited or otherwise verified by the Trustee, or its employees or agents and they do not accept any responsibility for the accuracy, completeness of such information or any other written or oral communication transmitted or made available to a prospective purchaser or any loss that may arise from its use. None of the Trustee, the Company, or any of their affiliates or associates or their directors, officers, employees, agents, shareholders or advisors undertakes to update or otherwise revise or correct any inaccuracies which become apparent in this Information Package or other information supplied.
- The assets are being sold on an **“as is where is”** basis. Without limiting the generality of the foregoing, a tender will be accepted on the basis that no representation, warranty, inducement or condition has been expressed, given or made or can be implied as to title, size, description, fitness for purpose or intended use, quantity, number, condition or quality of the assets or in respect of any other matter or thing whatsoever, and the tenderer shall be deemed to have relied entirely upon his own inspection and investigation of the assets.
- The Trustee reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement related to an acquisition of the assets without prior notice to the recipient or other prospective purchasers. Also, the Trustee reserves the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify data, documentation, confidentiality and other procedures at any time and at its discretion without providing any reason to any party.
- Each potential purchaser must rely on its own investigation and due diligence to satisfy itself as to all matters related to the information presented herein, or any other information provided in connection herewith.
- No attempt should be made to contact any representative or employees of the Company. All communications, inquiries and requests for information relating to the Information Package or to a possible transaction involving the Company should be addressed to the Trustee.

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BDO CONTACTS

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Sales Process Overview

Background:

- On May 16, 2024, BDO Canada Limited (“BDO”) was appointed Trustee in bankruptcy (the “Trustee”) in respect of specific property and assets of 2126995 Nova Scotia Limited (dba Meadowbrook Meat Market) (the “Company” or “Meadowbrook”).
- This Information Package shall be exclusively for the Trustee’s interest in the land, buildings, machinery and equipment located at 314 and 318 Pleasant Valley Rd, Somerset, NS.

Sales Process:

- The Trustee intends to make the Information Package available to all interested parties. Prospective purchasers are invited to submit an offer for purchase of the assets as described in this document. The sales process will be managed in accordance with the Terms and Conditions of Sale as presented in **Appendix A**. The Trustee retains the right at any time to terminate or alter the sales process without compensation to any party.

Offers for Purchase:

- Following review of the Information Package, prospective purchasers are asked to submit a binding offer on the Form of Offer as presented in **Appendix B**, to the Halifax office of BDO on or before **4:00pm Atlantic Time, January 22, 2025**.
- The Trustee will review the offers to purchase and select the final acquirer(s). The Trustee does not have to accept the highest or any offer(s). The Trustee intends to select the offer(s) considered to be most favourable in terms of meeting the Trustee’s objectives.
- Prospective purchasers may obtain additional details on the opportunity and viewing arrangements of the Property by contacting Antoinette Fielding at 647-277-8554 or by email at afielding@bdo.ca; or Neil Jones at 902-425-3408 or by email at nejones@bdo.ca.

Executive Summary

Meadowbrook Meat Market, located at 314 and 318 Pleasant Valley Rd, Somerset, NS, presents a unique investment opportunity. Meadowbrook was a fully integrated pig farm producing, processing, and retailing antibiotic-free pork and related products. This property encompasses an agricultural and residential site with deep historical roots, complemented by modern facilities upgrades ready for operations.

Key Offerings:

- **Land & Buildings:** A mixed-use property featuring a historic residence, versatile barns, and commercial buildings tailored for agricultural use.
- **Equipment:** A comprehensive collection of retail, meat processing, and kitchen equipment, as well as office furniture and general farm tools.
- **Vehicles & Trailers:** Heavy-duty trucks, utility trailers, and specialized vehicles for transportation and logistics.

The property is strategically located close to major highways, accessible and convenient. This sale offers prospective buyers the chance to acquire a fully-equipped operation with expansion potential.

Parcel #1: Land and Buildings

314 and 318 Pleasant Valley Rd, Somerset, NS

Meadowbrook Meat Market



Property Overview

Prime Agricultural and Residential Property with Historical Significance and Modern Potential

Location: 314 and 318 Pleasant Valley Rd, Somerset, Kings County, Nova Scotia

Legal Description: Parcel Identification number 55554018

Property Type: Mixed-use property with agricultural, residential, and commercial elements

Lot Size: a 11.61 subdivided parcel (as shown on the right, with exact lot size displayed on the next page)

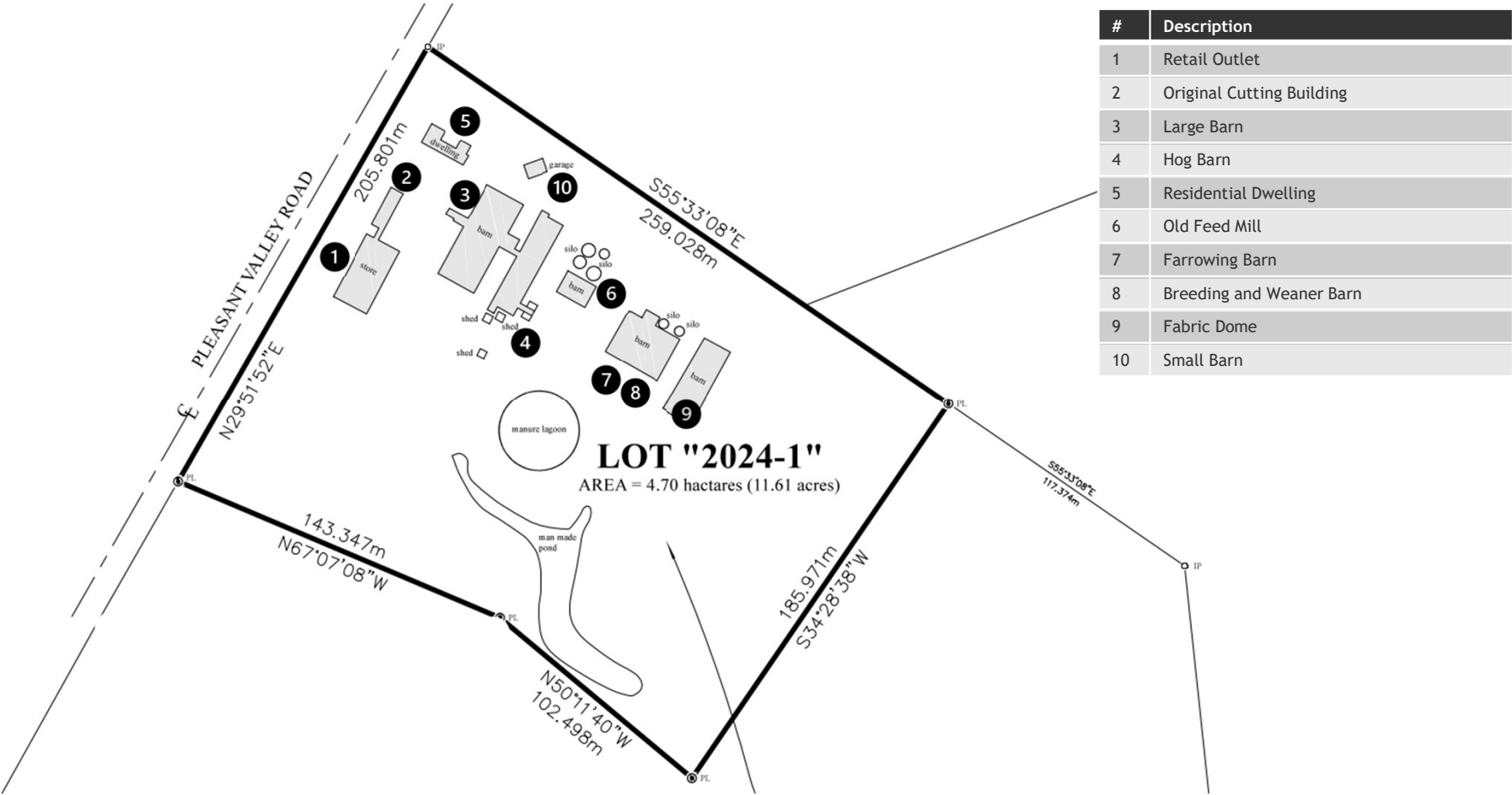
Zoning: A1 Agricultural Zone

Key Features:

- Historic residence built in 1851
- Barns currently set up as hog and farrowing barns
- Meat processing and retail facilities
- 2 minutes to Highway 101, 90 minutes to Halifax



Land Overview



Building Overview



Retail Outlet

2,880 sq. ft

Age: 15 years

Central to the property's commercial operations for retail and meat processing. Two connected trailers provides additional freezer and staff space.



Original Cutting Building

1,050 sq. ft

Age: 75 years

Initially used for meat cutting, now serves as office and storage space, relevant for supporting operations.



Large Barn

3,770 sq. ft

Age: 90 years

Traditional gambrel-roof barn, significant for potential conversion into an event space. Feed tanks adjacent.



Hog Barn

9,134 sq. ft

Age: 70 years

Two barns used for hog production, very functional.



Residential Dwelling

2,880 sq. ft

Age: 200 years

Historic two-storey home built in 1851, with modern upgrades, and can serve as primary/employee residence.

Building Overview



Old Feed Mill

1,462 sq. ft

Age: 50 years

Primarily used for dry storage, also includes four grain tanks and feed tanks.



Farrowing Barn

3,490 sq. ft

Age: 15 years

Primarily used for hog farrowing with potential to be converted to house other livestock. Feed tanks adjacent.

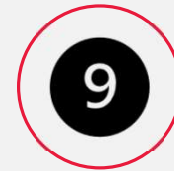


Breeding and Weaner Barn

3,220 sq. ft

Age: 55 years

Multi-use structure originally for machinery, later converted for hog production.



Fabric Dome

4,280 sq. ft

Age: 15 years

Versatile structure for livestock housing or storage, with potential for agricultural and non-agricultural uses.



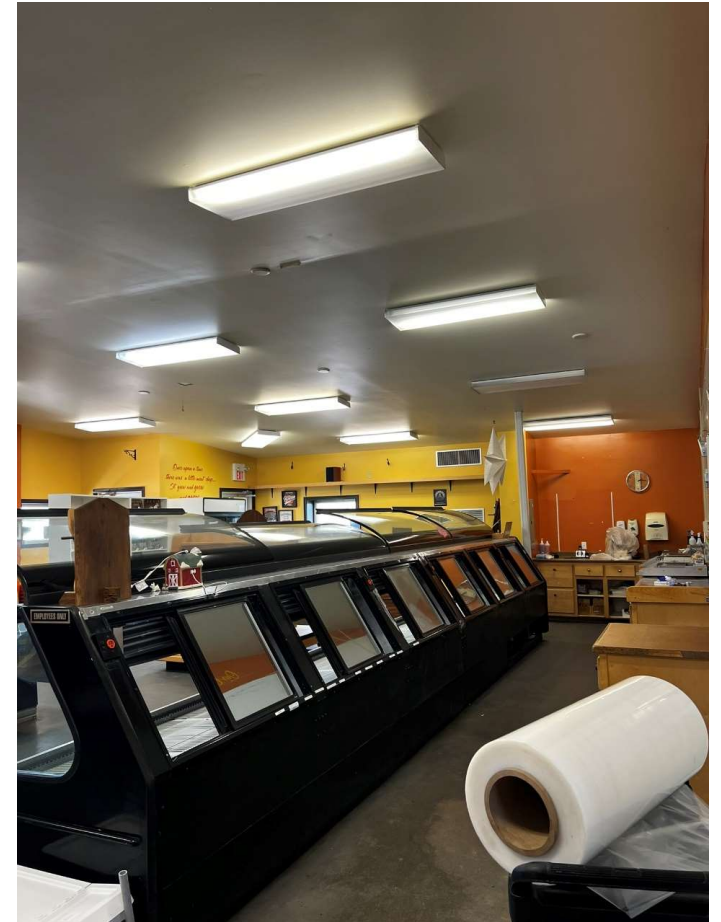
Small Barn

560 sq. ft

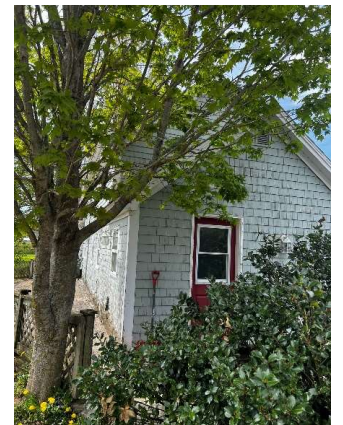
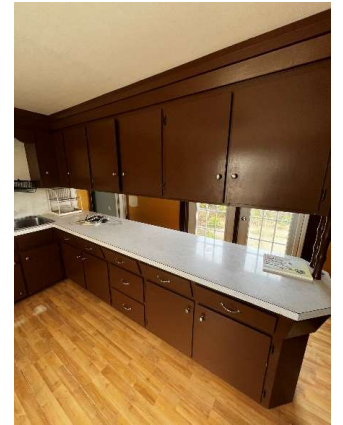
Age: 90 years

Older barn with capacity for raising small livestock or poultry.

Retail Outlet



Residential Dwelling



Exterior of Barns, Domes, and Mills



Exterior of Barns, Domes, and Mills



Parcels #2-9: Equipment and Others

Equipment Overview

Parcel #2

Meat Processing Equipment

Features essential equipment to cut, cure and further process meats such as saws, slicers and grinders, vacuum stuffer, smokehouse and curing machine. Ideal for expanding or upgrading meat processing operations.

Parcel #3

Retail Equipment

Includes a variety of refrigeration units, meat cases, versatile shelving, scales and POS systems to display and sell meat and other food products.

Parcel #4

Vehicle and Trailers

Includes a tractor, heavy-duty trucks, utility trailers, and specialized vehicles, providing reliable transportation solutions for product pick-up or delivery to wholesale buyers and customers.

Parcel #5

General Farming Equipment

Includes a lawn mower, snow blade, a commercial diesel generator and other essential farm tools, supporting efficient and sustainable agricultural operations.

Equipment and Others Overview

Parcel #6

Kitchen Equipment

Commercial-grade barbeque, refrigerator, stove, sinks, microwave and storage solutions, suited for licensed kitchens and food preparation areas.

Parcel #7

Office Equipment

Offers functional office furniture, computers, high-performance printers, and monitors, enhancing productivity and creating a professional work environment.

Parcel #8

Vehicle and Trailers

A diverse collection of catering equipment, tools, and small kitchenware, ideal for event hosting and general maintenance.

Parcel #9

Trademarks and Recipes

Includes trademarks "Meadowbrook Meat Market" and "Jimmie Dogs," along with recipes for fresh, smoked, and fully cooked meat products.

Parcel 2: Meat Processing Equipment

The Company's meat processing equipment is included in Parcel 2. The listing below summarizes large items within Parcel 2, followed by select pictures of the items available. For detailed Parcel 2 items listing, refer to Appendix "C".

Description	Quantity	Description	Quantity
EnviroPak MP500 Series 4ft x 4ft x 90in Smokehouse	1	27in x 27in x 3ft Stainless Steel Meat Tub Cart	6
Mado Supra 50 Bowl Cutter	1	Modern Butcher Supply KT-PK Meat Tenderizer	1
Rational SCC202 Self Cooking Centre Electric Combi Oven	1	Doug Demont's Slicer	1
Ruhle MKR 220 PC High Tech Tumbler	1	Omcen MM-BR-0050 Meat Mixer	1
DX Industrial DX2000 Slicer	1	6ft x 30in Stainless Steel Table with Cutting Board Top	3
Handtmann VF50 Vacuum Stuffer	1	Hobart Meat Grinder (broken parts only)	1
Promax DG800-FB-H Vacuum Chamber	1	5ft x 26in Stainless Steel Pork Serving Pan	3
Hobart 4146 Meat Grinder	1	3ft x 29in x 64in Stainless Steel 8-Slot Tray Rack	3
Ruhle PR8-20 Curing Machine	1	40in x 33in x 65in Stainless Steel 15 Slot Tray Rack	2
Modern Butcher Supply PR20 Meat Injector	1	Heat Seal Shrink Wrap Machine	2
Custom Made 7ft Stainless Steel Propane Pig Roaster	1	3ft x 16in Motorized Conveyor	1
Bizerba A500W Industrail Meat Slicer (Needs Repair)	1	Xtra Edge CE801 Knife Sharpener	1
Sipromac MC-30 Vacuum Sealer	1	Lot of Stainless Steel Meat Hooks	1
Biro 3334 Meat Saw	1	7ft x 30in Stainless Steel Table	1
Custom Made 6ft Portable Propane Pig Roaster	3	Various assorted tables, racks, and other meat processing equipment	Appendix "C"
26in x 26in x 27in Stainless Steel Meat Tub Cart	12		

Parcel 2: Meat Processing Equipment

Select photos of the meat processing equipment of the Company



EnviroPak MP500 Series 4ft x 4ft x 90in Smokehouse



Mado Supra 50 Bowl Cutter



Rational SCC202 Combi Oven



Ruhle MKR 220 PC Tumbler



Handtmann VF50 Vacuum Stuffer



Promax DG800-FB-H Vacuum Chamber



DX Industrial DX2000 Slicer



Modern Butcher Supply PR20 Meat Injector



Custom Made 7ft Stainless Steel Propane Pig Roaster

Parcel 3: Retail Equipment

The Company's retail equipment are included in Parcel 3. The listing below summarizes large items within Parcel 3, followed by select pictures of the items available. For detailed Parcel 3 items listing, refer to Appendix "D".

Description	Quantity	Description	Quantity
Tyler Refrigeration 12ft x 44in x 52in Refrigerated Meat Case	2	12ft x 34in x 27in 6-Drawer C-Shaped Wood Counter Unit	1
True GDM-49F Glass 2-Door Freezer	1	Kilotech KRB1000 Digital Scale	1
Hill 124in x 40in x 80in 4-Glass Door Reach In Refrigerator	1	Ohaus Defender 3000 XtremeW 16in x 20in Platform Scale	1
Husmann 12ft x 6ft Remote Refrigerated Island Case	1	U-Line H-5837 16in x 20in Platform Scale	1
98in x 4ft x 74in Refrigerated Reach In Merchandising Case	1	Elo ET1717L 17in Touch POS System	1
Beverage Air CFC48Y-5 Glass 2-Door Refrigerator	1	10ft x 77in x 16in Metal Slot Shelving	1
QBD 4ft Refrigerated Case	1	4ft x 2ft x 6ft Wood Shelving Unit	1
Arneg New Generation Trent H 145 U1 Refrigerated Reach In Merchandising Case 4 Deck	1	4ft x 2ft x 6ft Metro Rack Shelving Unit	2
True GDM-37-LD 2-Glass Sliding Door Refrigerator	1	Cash Drawer	3
2020 EFI C2S-45GD 2-Glass Sliding Door Refrigerator	1	32in x 11in x 80in Wood Bookshelf	5
4ft x 18in x 6ft Metro Rack Shelving Unit	13	Digi SM-100 Digital Scale	1
6ft x 6ft x 2ft Snap-On Heavy Duty Shelving Unit	8	Kilotech KWD-6 Digital Scale	1
Rapid Refrigeration RD-60 2-Glass Sliding Door Refrigerator	1	Ohaus Valor 2000W Digital Scale	1
NCR 7702-1325-0033 15in Touch POS System	2	Ohaus V22XWE6T Digital Scale	1
Rubbermaid 68in x 22in x 28in End Loader Tray Rack on Wheels	2	Libra P30W-802 Digital Scale	1
5ft x 16in x 6ft Metro Rack Shelving Unit	4	Various other retail equipment such as shelves, racks, etc.	Appendix "D"

Parcel 3: Retail Equipment

Select photos of the retail equipment of the Company



Tyler Refrigerated Meat Case



True GDM-37-LD Refrigerator



Husmann 12ft x 6ft Island Case



Hill 4 Door Reach In



Beverage Air CFC48Y-5 Cooler



QBD Refrigerated Case



Arneg Trent H145 UI Reach In



EFI C25-45GD Refrigerator



NCR POS System with Cash Drawer

Parcel 4: Vehicles and Trailers

The Company's vehicles and trailers are included in Parcel 4. The listing below summarizes all items within Parcel 4, followed by all pictures of the items available.

Description	Quantity
CAT ET3500-AC Electric Forklift (2894 HRS) with Hobart Battery Mate Charger	1
2002 Great Dane 53ft Trailer Stge.	1
20ft Truck Box Container	1
2011 Dodge Ram 2500 Heavy Duty (380,135 KM) (VIN: 3D7TT2CT1BG568851) with Space Cap	1
2009 Friesen 18ft x 7ft Utility Trailer (VIN: 4WFCF182091010685)	1
2013 Dodge Ram 3500 Heavy Duty Turbo Diesel (Approx 300,000 KM) (VIN: 3C63R2GC4DG526672) with Space Cap (Needs Repair)	1
2013 Dodge Ram 1500 4x2 (VIN: 3C6JR6DG4DG586991) with Space Cap (Needs Repair)	1
2004 Dodge Ram 3500 Dually (VIN: 3D7MU48C84G114265) with Better Bilt 100 Gallon Fuel Tank (Needs Repair)	1
Case IH Tractor (Needs Repair)	1
2013 Load Trail 20ft TRA/REM Gooseneck Power Tilt with (VIN: 4ZEKG2034D1043896)	1
16ft Truck Box	1

Parcel 4: Vehicles and Trailers

All photos of the vehicles and trailers of the Company



CAT ET3500-AC Electric Forklift



2002 Great Dane 53ft Trailer



20ft Truck Box Container



2011 Dodge Ram 2500 Heavy Duty



2013 Dodge Ram 1500 4x2



2009 Friesen 18ft x 7ft Utility Trailer



2013 Dodge Ram 3500 Heavy Duty Turbo Diesel



2004 Dodge Ram 3500 Dually



Case IH Tractor



2013 Gooseneck Trailer & 16ft Truck Box

Parcel 5: General Farming Equipment

The Company's general farming equipment are included in Parcel 5. The listing below summarizes all items within Parcel 5, followed by select pictures of the items available.

Description	Quantity
Kubota ZD21 Zero Turn Ride on Lawn Mower	1
Kohler 100ROZJ Diesel Generator (1262 HRS)	1
HLA 3500 9ft Snow Blade	1
Small Handheld Tools and Power Tools in Lot	1
2014 DV Compressor 5hp with 60 gal tank	1
PTO Powered Generator	1
PowerJet Pressure Washer	1
Mastercraft Flux Core Wire Feed Welder	1
Hay Fork Attachment	1
8ft Aluminum Step Ladder	1
Vevor TIG-165S DC Inverter Stick Welder	1
Linwell DM-18 Drill Press Table Top	1
PTO Drive Shaft	1
4ft Aluminum Step Ladder	1
Bench Grinder	1
Bench Vise	1
4ft Pig Cage & Scale	1

Parcel 5: General Farming Equipment

Select photos of the general farming equipment of the Company



Kubota ZD21 Ride on Lawn Mower



Kohler 100ROZ1 Generator



HLA 3500 9ft Snow Blade



Power Jet Pressure Washer



Hay Fork Attachment



Bench Grinder & Bench Vise



Mastercraft & Vevor Welders

Parcel 6: Kitchen Equipment

The Company's kitchen equipment are included in Parcel 6. The listing below summarizes all items within Parcel 6, followed by select pictures of the items available.

Description	Quantity
Lot of Catering Supplies Consisting of Electric Frying Pans, Pots, Dishware, Coffee Thermos, Slow Cookers, Coolers, Bowls, Cutlery, Utensils, Small Kitchenware, Etc.	1
Star Grill Max Pro 50SCF Roller Grill	1
Lot of Plastic Totes, Trays, Inserts	1
5ft 3-Bay Stainless Steel Sink with Spray Wand	1
Stainless Steel Hand Sink	3
7ft Stainless Steel 3-Bay Sink	1
Grill Chef 5ft Flat Top Grill	1
Domestic Refrigerator	2
52in Stainless Steel 2-Bay Sink	1
22in x 16in x 12in Rubbermaid Ingredient Bin	4
Pallet Jack	1
Domestic Microwave	3
Domestic Whirlpool Water Cooler	1
Domestic Mini Refrigerator	3
Domestic GE Stove	1
Domestic Toaster	1
4ft x 4ft Metal Exhaust Hood (custom)	1

Parcel 6: Kitchen Equipment

Select photos of the kitchen equipment of the Company



Grill Chef 5ft Flap Top Grill



Stainless Steel Hand Sink



Domestic Microwave



Domestic Stove



3 Bay Stainless Steel Sink & Wand



Various Kitchen/Catering Equipment

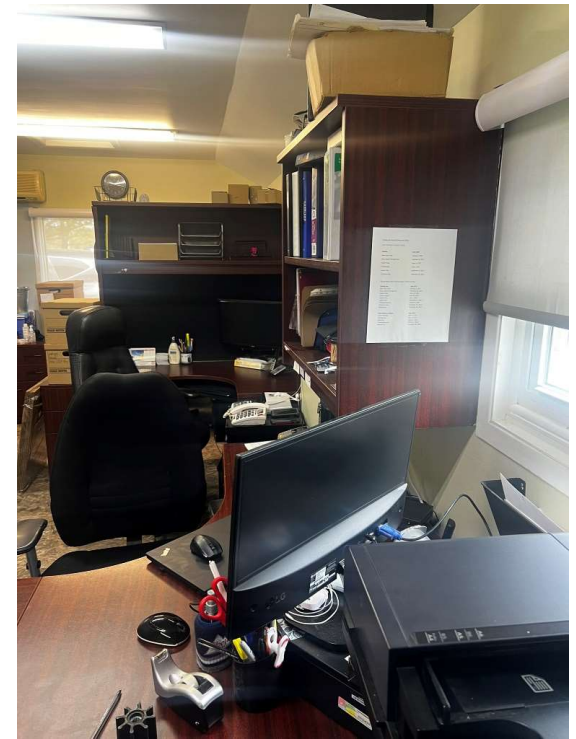
Parcel 7: Office Equipment

The Company's office equipment are included in Parcel 7. The listing below summarizes all items within Parcel 7, followed by select pictures of the items available.

Description	Quantity
Kyocera Taskalfa 307CI Multifunctional Printer	1
Office Furniture in Lot	1
3ft x 12in 3-Bank Locker Unit	6
Phillips 223V 22in Monitor	3
Epson M244A Thermal Printer	2
6ft x 12in 6-Bank Locker Unit	1
Padded Folding Chair	6
Padded Arm Chair	8
Panasonic 32in TV	1

Parcel 7: Office Equipment

Select photos of the office equipment of the Company



Parcel 8: Miscellaneous Items

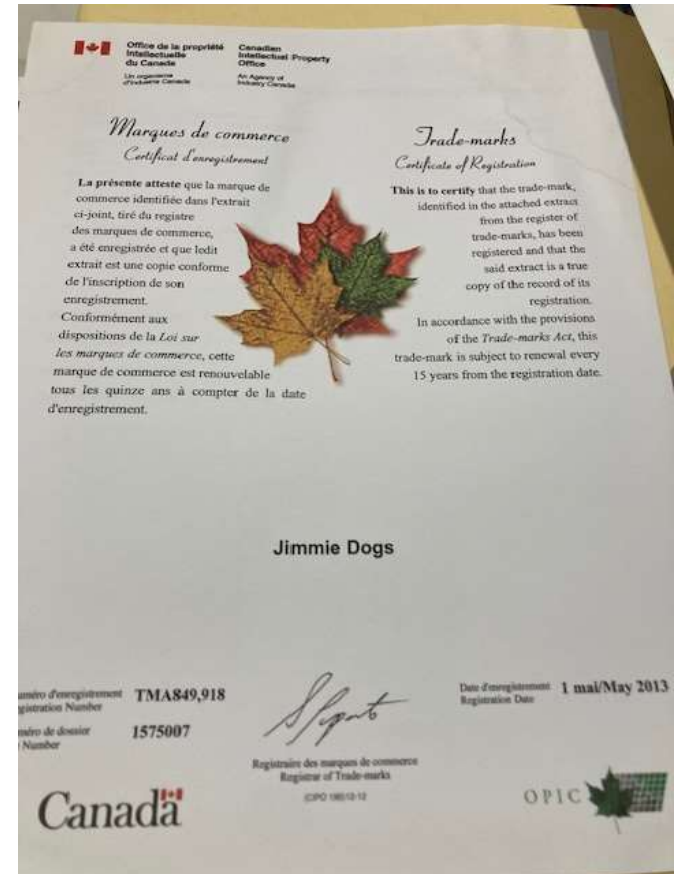
The Company's miscellaneous items are included in Parcel 8. The listing below summarizes all items within Parcel 8

Description	Quantity
Sony CDP-CE375 CD Player	1
Yamaha RX-397 Receiver	1
2-Wheel Dolly Cart	1
6ft Plastic Folding Table	9
4ft Plastic Folding Table	5
Aluminum 2-Step	1
Domestic GE Washer	1
Domestic GE Dryer	1
20ft x 10ft Commercial Tent	1

Parcel 9: Trademarks and Recipes

The Company's trademarks and recipes are included in Parcel 9. Refer to below for a list of items within Parcel 9 and pictures of trademarks.

Description
Trademark #1: "Meadowbrook Meat Market"
Trademark #2: "Jimmie Dogs"
Various recipes for fresh, smoked, and fully cooked meat products



Appendices

Appendix A:

Terms and Conditions of Sale



Terms and Conditions of Sale (1 of 7)

1. The Vendor is BDO Canada Limited where applicable, in its capacity as Trustee in Bankruptcy (the “Vendor”) of 2126995 Nova Scotia Limited (dba Meadowbrook Meat Market) (the “Company” or “Meadowbrook”).
2. The assets are being offered for sale (the “Assets”) pursuant to these Terms and Conditions of Sale consisting of the Vendor’s interest in the Assets as described in this Information Package.
3. Offers marked “Offer -Meadowbrook Meat Market” addressed to BDO Canada Limited., 255 Lacewood Drive, Suite 201, Halifax, NS, B3M 4G2, must be received no later than **4:00pm Atlantic Time, January 22, 2025.**
4. Each offer must be accompanied by a certified cheque or bank draft, payable to “BDO Canada Limited. -In Trust”, for an amount equal to 10%of the offered price (the “Deposit”). If an offer is accepted and approved, the certified cheque or bank draft shall be deemed a cash deposit and the balance of the purchase price shall be paid to the Vendor, at the times and on the terms and conditions herein set out. Upon specific approval from the Vendor, offers may be made by email and deposits sent by wire deposit if received no later than **4:00pm Atlantic Time, January 22, 2025.**
5. All offers shall be submitted on the required Form of Offer which is attached to these Terms and Conditions of Sale as Appendix B of this Information Package. Offers that are not on the required Form of Offer or offers that seek to amend the Terms and Conditions of Sale, may, at the discretion of the Vendor, be rejected by the Vendor.
6. Offers may be submitted for (a) one or more individual parcels, or for (b) en bloc for all parcels. En bloc offers must allocate the purchase price among the nine (9) asset parcels as shown on the attached Form of Offer. Offers for multiple parcels will be considered as separate offers for each parcel, unless the offer specifically states that the acceptance of one parcel is conditional upon acceptance of another parcel.
7. In consideration of the Vendor making available these Terms and Conditions of Sale, other information and the opportunity of inspection, each prospective purchaser agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
8. The highest or any offer shall not necessarily be accepted.
9. The Vendor, at its sole discretion, reserves the right at any time to withdraw any or all of the Assets from the Information Package, terminate the Information Package, or alter, add or waive any of the terms and conditions as it deems necessary and/or appropriate.

Terms and Conditions of Sale (2 of 7)

10. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the successful purchaser (the “**Purchaser**”) within ten (10) business days of the date fixed for the closing of offers, and for purposes of these Terms and Conditions of Sale, a “business day” is deemed to be a day which is not a Saturday, Sunday or holiday when chartered banks are generally not open for business. Such notice may be by e-mail, facsimile or other means of recorded telecommunications or by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so sent by facsimile, e-mail or other means of recorded telecommunication, or on date of deposit in a post office if mailed by registered mail provided there is no actual or threatened postal strike, as the case may be. Upon such acceptance, there shall be a valid and binding Agreement of Purchase and Sale (the “**Agreement**”) between the Vendor and the Purchaser on the terms contained herein and the Form of Offer, and the acceptance thereof shall be sufficient evidence of such Agreement.
11. Certified cheques or bank drafts accompanying offers that are not accepted by the Vendor will be returned, without interest, to the address provided in the offer within ten (10) business days of the date fixed for the closing of offers, unless otherwise arranged with the bidder.
12. The balance of the purchase price shall be due and payable on closing, which closing shall occur within thirty (30) calendar days after acceptance of an offer by the Vendor, and if such day is not a business day, then on the next day that is a business day (the “**Closing Date**”). The Closing Date may be extended for a further thirty (30) calendar days by the Vendor acting alone, or to such other date as may be mutually agreed between the Vendor and the Purchaser.
13. Upon closing of the sale contemplated by the Agreement, the Purchaser shall be entitled, upon receipt by the Vendor of the purchase price, only to such forms of conveyance as may be considered necessary by the Vendor to convey the Property to the Purchaser. Any such forms of conveyance shall contain only a conveyance of the Vendor’s interest in the Assets and shall not contain any warranty or covenant other than a covenant that the Vendor has done no act to encumber the Assets. All such forms shall be in form and substance acceptable to the Vendor and its counsel.
14. The Purchaser of parcel #1 agrees to accept title to the Assets subject to work orders, license and lease conditions, municipal requirements, including building or zoning by-laws and regulations, and any easements, restrictions and/or covenants which run with the land.
15. For sale of Real Property, Municipal Taxes will be adjusted on the Closing Date. However, the Vendor assumes no responsibility or liability for and shall not be required to discharge or adjust for any taxes, assessments, rates, liens, or other liabilities which do not, by law, form a specific lien or charge upon or against the Property in priority to the interest being conveyed by the Vendor.

Terms and Conditions of Sale (3 of 7)

16. In addition to the purchase price for the Assets being purchased, the Purchaser shall pay to the Vendor on the Closing Date all applicable federal, provincial and other taxes unless all necessary Certificates (in form and substance acceptable to the Vendor) to exempt the Purchaser therefrom are provided to the Vendor on or before the Closing Date. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. The Purchaser shall be responsible for all costs with respect to the obtaining of all Federal, Provincial and Municipal licenses and permits necessary to carry on a business.
17. Until Closing of a sale of a parcel, risk of loss or damage to the assets forming part of that parcel shall be and remain at the risk of the Vendor. If prior to closing for that parcel the assets of that parcel are substantially damaged or destroyed by fire or other casualty, then the Vendor may at its option elect by giving notice in writing to the purchaser of that parcel that it intends to take the proceeds payable under existing insurance policies on those assets and terminate the agreement for purchase of those assets. In such event the agreement for sale of those assets shall automatically be terminated and the deposit shall be returned to the purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever. If the Vendor does not exercise such option, the Purchaser, at its option, may perform the Agreement, such option to be exercised in writing within fifteen (15) calendar days after notice to the Purchaser that the Vendor does not intend to exercise its option. In such event, the Purchaser shall be entitled only to a conveyance of the assets in that parcel and an assignment of any proceeds payable under the existing insurance policies for the assets in that parcel in full settlement of the Vendor's obligations to repair or replace the damaged assets and in full satisfaction of the agreement. If the purchaser exercises such option, then the Closing Date shall be extended until fifteen business days after exercising the option. If the purchaser does not give timely notice in writing to perform the agreement, then the agreement shall be deemed to be terminated and the deposit shall be returned to the purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever. If there is any dispute as to whether damage to assets is substantial or assets are destroyed, then the dispute shall be resolved by a single arbitrator appointed pursuant to the Commercial Arbitration Act of Nova Scotia.
18. The Vendor reserves the right to cancel the sale of the Assets on or before the Closing Date for any reason including, without limitation, that to proceed would not be commercially reasonable, as determined by the Vendor in its sole discretion. If the Vendor exercises the right to cancel the sale of the Assets, the Agreement shall be automatically terminated and deemed null and void and the Deposit shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
19. The Vendor shall remain in possession of the Assets until the Closing Date and completion of the Agreement. Title to the Assets shall not pass to the Purchaser, nor shall the Purchaser be entitled to the possession of the same, until the purchase price and all other payments to be made to the Vendor by the Purchaser pursuant to the Agreement have been paid in full.

Terms and Conditions of Sale (4 of 7)

20. In the event that the Vendor, in its sole and absolute discretion, determines that approval of the Court is required or should be sought in respect of the sale of the Assets, then the Vendor may postpone the closing of the sale of the Assets or any part thereof, upon written notice to the Purchaser that Court approval will be required. The closing will be completed within 10 business days of Court approval being granted. In the event that the Court declines to approve the sale of the Assets, such sale shall be deemed to be terminated and the Deposit and any additional funds paid to the Vendor by the Purchaser regarding such sale shall be returned to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
21. The Vendor shall not be required to furnish or produce any surveys, reports, abstracts, certificates, deeds, declarations, or other documents as evidence of title except those in its possession. The purchaser of parcel #1 shall be allowed ten (10) business days after notice of acceptance to examine title to the real property at its own expense and make any valid objections of title to the Vendor. If no valid objection to title is made in writing within that time, then the purchaser shall be deemed to accept title. If any valid objection is made within that time the Vendor shall have a reasonable time to rectify and answer any valid objection which the purchaser will not waive. If the Vendor is unable or unwilling to rectify any valid objection which the purchaser will not waive then the Vendor shall be at liberty to rescind the Agreement notwithstanding any intermediate negotiations with respect to such objection, by notice in writing to the purchaser, and upon delivery of such notice the agreement shall be at an end and the Vendor shall return the deposit to the purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.

Terms and Conditions of Sale (5 of 7)

22. If, on or before closing, the Purchaser in writing provides evidence that there are claims, liens, encumbrances or other security interests against certain personal property assets subject to an accepted offer which the Purchaser has not agreed to assume in addition to, or as part of its offer and which the Vendor is unable or not willing to discharge or undertake to discharge, the Purchaser or the Vendor may terminate this the agreement of purchase for those particular assets and the purchaser shall be entitled to return of the deposit applicable to those particular assets without interest and without any other compensation of any kind or nature whatsoever for loss, damages or other costs.
- (a) Equipment that is listed in parcels # 2 to #8 inclusive is not included in parcel #1 regardless of whether it is otherwise considered a fixture or a trade fixture and may be removed by a purchaser of the parcel of equipment. The purchaser of a parcel of assets which includes equipment that is a fixture or trade fixture who is not the purchaser of parcel #1, shall be responsible for and as a condition of closing undertake to pay the costs of dismantling and removing the equipment from its present location and of repairing any damage caused by such removal and, at the discretion of the Vendor, shall on closing provide a deposit to be held by the Vendor's counsel as security for the cost of repairing damage caused by such removal. The amount of the deposit shall be an estimate by the Vendor of the cost to repair damage that is foreseeable by the removal and the extent of such repair shall take into account the existing condition of the land and building and not any improvement thereto. The deposit for repair shall be returned to the purchaser on removal and repair or applied to the repair if the repair is not completed with ten (10) days of removal if in the opinion of the Vendor the damage is not repaired as aforesaid with any remainder of the deposit for repair not required to pay for repair to be returned to the purchaser upon completion of the repair.
23. If the Purchaser fails to comply with these Terms and Conditions of Sale, the Deposit shall be forfeited to the Vendor on account of damages and the Assets may be resold by the Vendor in such manner and on such terms as the Vendor in its sole discretion determines, and the Purchaser shall pay to the Vendor (i) an amount equal to the amount, if any, by which the purchase price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale, (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of, or occasioned by, the Purchaser's failure to comply with the Agreement, and (iii) if the Vendor is unable to resell the Assets, the full amount of the purchase price.

Terms and Conditions of Sale (6 of 7)

24. By submitting an offer, the Purchaser acknowledges that it has inspected the Assets and that the Assets are sold on an “as is, where is” basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or in respect of any other matter or thing whatsoever. Without limitation, the Assets are specifically offered as they exist on closing and with no adjustments to be allowed by the Purchaser for changes in conditions or qualities of the Assets from the date hereof to the Closing Date. The Purchaser acknowledges that the Vendor is not required to provide any inspection of the closing but and the Purchaser shall be deemed to have relied entirely on its own inspection, knowledge and investigation with respect to the Assets. Without limiting the generality of the foregoing, the purchaser of any motor vehicles shall bear sole responsibility for obtaining at the purchaser’s expense all necessary inspections and certificates of mechanical fitness and satisfying all other government requirements to enable ownership to be transferred and to enable the motor vehicles to be licensed.
25. The deed/transfer in favour of the Purchaser and any other information made available for review is done on a confidential basis. All information made available for review as part of the Information Package is done so without any representations or warranties, expressed or implied, by the Vendor as to the accuracy or completeness of such information. Any reliance or decisions made based upon information made available by the Vendor is the responsibility of the Purchaser and no claim may be made against the Vendor, the secured creditors, or any other parties as a result thereof.
26. BDO Canada Limited, where applicable, acts in its capacity as Trustee as aforesaid and shall have no personal or corporate liability hereunder or from any Agreement contemplated hereby, or as a result of any sale contemplated hereby.
27. In the event that some of the offers submitted are substantially on the same terms and/or amounts, the Vendor may in its sole discretion call upon those prospective purchasers to submit further offers.
28. The terms and conditions contained herein shall not merge on closing but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
29. All notices contemplated by these Terms and Conditions of Sale may be forwarded by electronic communication.
30. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part of any Agreement defined herein, shall be governed by the laws of Nova Scotia and Canada as applicable thereto, and the Courts of the Province of Nova Scotia shall have exclusive jurisdiction with respect to any disputes arising out of these Terms and Conditions of Sale or any Agreement entered into pursuant to these Terms and Conditions of Sale.

Terms and Conditions of Sale (7 of 7)

31. The Vendor, at its own discretion, may waive any of the Terms and Conditions of Sale herein.
32. If there is any conflict between these Terms and Conditions of Sale and the advertised Information Package, the terms contained in these Terms and Conditions of Sale shall prevail.
33. The Agreement entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of, and be binding upon, the parties thereto, and their respective successors and permitted assigns. For clarity, the Purchaser may assign or nominate its rights under the Agreement upon the express permission of the Vendor provided that the Purchaser shall remain liable under the Agreement, notwithstanding any assignment thereof by the Purchaser.
34. The Vendor disclaims any obligation or liability in relation to the completeness or accuracy of any documentation or information provided to any prospective offeror or any Purchaser, whether in writing or otherwise, and whether by the Vendor, counsel to the Vendor or any other person for or on behalf of the Vendor (collectively the “**Vendor Group**”). Each offeror, prospective offeror and any Purchaser(s) shall be deemed to have relied upon its or their own investigations or enquiries of persons other than the Vendor Group in relation to any offer, potential offer or the completion of the purchase of all of any part(s) of the purchased Assets and shall not have any claim against the Vendor Group either based on any contract or principle of liability.
35. The Vendor, notwithstanding anything to the contrary herein, shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it under these Terms and Conditions of Sale or by any Agreement with a Purchaser or any other agreement with any party and shall incur no liability or in respect of anything which it may do or refrain from doing in the exercise of its judgement or which may seem to it to be necessary or desirable in the circumstances. Any reference herein to the exercise of discretion by the Vendor (including phrases such as “in the discretion of”, “in the opinion of”, “to the satisfaction of” and similar phrases) shall mean that such discretion is absolute and unfettered. Unless the Vendor has actual knowledge or actual notice to the contrary, it may rely upon any communication or document believed by it to be genuine and accurate.
36. All stipulations as to time are strictly of the essence.

Appendix B: Form of Offer



Form of Offer (1 of 3)

All offers to purchase must be submitted in writing in the following format no later than **4:00pm Atlantic Time, January 22, 2025:**

TO: BDO Canada Limited
Trustee of Meadowbrook Meat Market
255 Lacewood Drive, Suite 201
Halifax, NS B3M 4G2
Attention: Neil Jones

NAME OF TENDERER: _____

ADDRESS OF TENDERER: _____

REPRESENTATIVE NAME: _____

TELEPHONE NUMBER: _____

EMAIL: _____

FAX NUMBER: _____

Please refer to the next page for additional information to accompany offers.



Form of Offer (2 of 3)

TENDER: On the basis of the Terms and Conditions of Sale set out in the Information Package, the Tenderer hereby offers to purchase the assets of Meadowbrook Meat Market as described below:

Individual Offer or Group Offer:

Parcel	Amount (\$)
Parcel 1 - Land and Buildings	
Parcel 2 - Meat Processing Equipment	
Parcel 3 - Retail Equipment	
Parcel 4 - Vehicles and Trailers	
Parcel 5 - General Farm Equipment	
Parcel 6 - Kitchen Equipment	
Parcel 7 - Office Equipment	
Parcel 8 - Miscellaneous Equipment	
Parcel 9 - Trademarks and Recipes	
Total Individual or Group Offer	

- OR -

En Bloc Offer on Parcels 1 - 9: \$ _____

**En bloc offers shall allocate the purchase price among the nine (9) asset parcels as outlined above.*



Form of Offer (3 of 3)

Additional Commentary:

Terms or Conditions (if any):

DEPOSIT:

Enclosed is the Tenderer's certified cheque payable to BDO Canada Limited. in the amount of \$_____ representing five percent (10%) of the offer.

ACCEPTANCE OF TERMS: The Tenderer agrees that this tender is made subject to the Terms and Conditions of Sale which are included in this Information Package, and the Tenderer has read and accepts such terms.

DATED AT _____, _____, THIS _____ DAY OF _____, 2025.
(City or Town) (Province) (Day) (Month)

(Print name of Tenderer)

(Signature)

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BDO is a leading provider of professional services, delivering a range of assurance & accounting, tax, and advisory services. Complemented by continuously advancing technology expertise, ESG focus, and 100+ years of being connected to local communities, we're proud to cultivate ongoing relationships with clients and employees across Canada and beyond.

Our people-first approach to our talent experience has earned us multiple awards, including a spot among Canada's Top 100 Employers for 2023.

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