



COURT FILE NUMBER 2403-05996  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF ROYAL BANK OF CANADA  
DEFENDANTS BEREKET & G HOLDINGS CORP., HABESHA  
AFRICAN SUPERMARKET LTD., and SEMERE  
BERHANE

DOCUMENT

**APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

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File No. 0249783.0002

DATE ON WHICH ORDER WAS PRONOUNCED: **November 27, 2025**

LOCATION WHERE ORDER WAS PRONOUNCED: **Edmonton, Alberta**

NAME OF JUSTICE WHO MADE THIS ORDER: **Justice Douglas R. Mah**

**UPON THE APPLICATION** by BDO Canada Limited in its capacity as the Court-appointed receiver and manager (the “**Receiver**”) of the undertakings, property and assets of Bereket & G Holdings Corp. (“**Bereket**”) and Habesha African Supermarket Ltd. (“**Habesha**” and together with Bereket, the “**Companies**”) for an order approving the sale transaction (the “**Transaction**”) contemplated in a purchase and sale agreement made as of November 3, 2025 (the “**Sale Agreement**”) between the Receiver and Lizotte Investments Inc. or its nominee (hereinafter the “**Purchaser**”) and appended with the financial terms redacted to the Third Report of the Receiver (“**Third Report**”) and appended to the Confidential Supplement to the Third Report of the Receiver, both dated November 17, 2025 (the “**Second Confidential**

**Report**”), and vesting in the Purchaser or its nominee all of Bereket’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

**AND UPON HAVING READ** the Amended Receivership Order dated July 22, 2024 (the “**Amended Receivership Order**”), the Third Report and the Second Confidential Report;

**AND UPON HAVING READ** the Affidavit of Service of Jordanna Bobowsky sworn November 25, 2025;

**AND UPON HEARING** the submissions of counsel for the Receiver and any other interested person;

**IT IS HEREBY ORDERED AND DECLARED THAT:**

**SERVICE**

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

**APPROVAL OF TRANSACTION**

2. The Transaction is hereby approved and execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser.

**VESTING OF PROPERTY**

3. Upon delivery of a Receiver’s certificate to the Purchaser substantially in the form set out in **Schedule “A”** hereto (the “**Receiver's Closing Certificate**”), all of the Bereket’s right, title and interest in and to the Purchased Assets listed in **Schedule “B”** hereto shall vest absolutely in the name of the Purchaser, Lizotte Investments Inc. or its nominee, free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements,

executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Receivership Order and Amended Receivership Order;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system;
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta);
- (d) any leases, written or unwritten, made with the Bereket for the Lands or any part thereof, including those set out at **Schedule "C"** hereto, if any; and
- (e) those Claims listed in **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in **Schedule "D"** (collectively, "**Permitted Encumbrances**")),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets.

4. Upon delivery of the Receiver's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser, Lizotte Investments Inc. or its nominee, clear title to the Purchased Assets subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:

- (i) cancel existing Certificates of Title No. 172 117 967, 172 117 967 +1, and 172 117 967 +2 for those lands and premises municipally described as 10709 105 Street NW in Edmonton, Alberta, and legally described as:

Plan B4  
Block 4  
Lot 239  
Excepting thereout all mines and minerals

-and-

Plan B4  
Block 4  
Lot 240  
Excepting thereout all mines and minerals

-and-

Plan B4  
Block 4  
Lot 241  
Excepting thereout all mines and minerals

(together the "**Lands**")

- (ii) issue a new Certificate of Title for the Lands in the name of the Purchaser, Lizotte Investments Inc. or its nominee, as may be advised by counsel;
- (iii) transfer to the New Certificate of Title the existing instruments listed in **Schedule "D"**, to this Order, and to issue and register against the New Certificate of Title such new caveats, utility rights of ways, easements or other instruments as are listed in **Schedule "D"**; and
- (iv) discharge and expunge the Encumbrances listed in **Schedule "C"** to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the Sale Agreement against the existing Certificate of Title to the Lands;

- (b) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of Bereket in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Receiver’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances but excluding Permitted Encumbrances.
  6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Receiver of the Sale Agreement.
  7. Upon delivery of the Receiver’s Closing Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of Bereket and not in its personal capacity.
  8. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Receiver) shall stand in the place and stead of the Purchased Assets from and after delivery of the Receiver’s Closing Certificate and all Claims including Encumbrances (but excluding Permitted Encumbrances) shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same

priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Receiver shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however the Receiver may apply any part of such net proceeds to repay any amounts the Receiver has borrowed for which it has issued a Receiver's Certificate pursuant to the Receivership Order.

9. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Receiver shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against Bereket.
10. Upon completion of the Transaction, Bereket and all persons who claim by, through or under Bereket in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser.
11. The Purchaser shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by Bereket, or any person claiming by, through or against Bereket.
12. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Receiver.
13. The Receiver is directed to file with the Court a copy of the Receiver's Closing Certificate forthwith after delivery thereof to the Purchaser.

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Bereket's records pertaining to Bereket's past and current employees. 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) to which Bereket was entitled.

#### **MISCELLANEOUS MATTERS**

17. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made herein;
  - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"), in respect of Bereket, and any bankruptcy order issued pursuant to any such applications;
  - (c) any assignment in bankruptcy made in respect of Bereket; and
  - (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Bereket and shall not be void or voidable by creditors of Bereket, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, 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.

18. The Receiver, the Purchaser and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, 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.

20. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;

and

Posting a copy of this Order on the Receiver's website at:

<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/bereket>

and service on any other person is hereby dispensed with.

21. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



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Justice of the Court of King's Bench of Alberta

**SCHEDULE "A"**  
**Form of Receiver's Certificate**

COURT FILE NUMBER 2403-05996  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE EDMONTON  
PLAINTIFF ROYAL BANK OF CANADA  
DEFENDANTS BEREKET & G HOLDINGS CORP., HABESHA  
AFRICAN SUPERMARKET LTD., and SEMERE  
BERHANE

DOCUMENT

**RECEIVER'S CERTIFICATE**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP  
Barristers and Solicitors  
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Attention: Spencer Norris / Dakota Bailey  
Phone: 780-429-9746 / 780-429-9777  
Email: [snorris@millerthomson.com](mailto:snorris@millerthomson.com) /  
[dbailey@millerthomson.com](mailto:dbailey@millerthomson.com)  
File No. 0249783.0002

**RECITALS**

Pursuant to an Order of the Honourable Justice J. S. Little of the Court of King's Bench of Alberta, Judicial District of Edmonton (the "**Court**") dated April 4, 2024, BDO Canada Limited was appointed as the receiver (the "**Receiver**") of the undertakings, property and assets of Bereket & G Holdings Corp. (the "**Bereket**").

Pursuant to an Order of the Court dated November 27<sup>th</sup>, 2025, the Court approved the sale transaction (the "**Transaction**") contemplated by the purchase and sale agreement made as of November 3, 2025 (the "**Sale Agreement**") between the Receiver and Lizotte Investments Inc. or its nominee (the "**Purchaser**") and provided for the vesting in the Purchaser of the Bereket's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in sections 3 and 7 of the Sale Agreement

have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in sections 3 and 7 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at **[Time]** on **[Date]**.

**BDO Canada Limited, in its capacity as receiver and manager of the undertakings, property and assets of Bereket & G Holdings Corp. and Habesha African Supermarket Ltd. and not in its personal capacity or corporate capacity.**

**Per:** \_\_\_\_\_  
**Name:**  
**Title:**

**Schedule "B"**  
**Purchased Assets**

**Real Property**

**LEGAL DESCRIPTION:**

Plan B4  
Block 4  
Lot 239  
Excepting thereout all mines and minerals

-and-

Plan B4  
Block 4  
Lot 240  
Excepting thereout all mines and minerals

-and-

Plan B4  
Block 4  
Lot 241  
Excepting thereout all mines and minerals

**Schedule "C"  
Encumbrances**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Document Type</b>	<b>Party To</b>
182 032 296	05/02/2018	MORTGAGE	ROYAL BANK OF CANADA
182 032 297	05/02/2018	CAVEAT	ROYAL BANK OF CANADA
182 035 942	08/02/2018	BUILDER'S LIEN	ABDIFATAH FARAH O/A BUDGET MAINTENANCE
242 104 984	06/05/2024	ORDER	BDO CANADA LIMITED

**Leases**

<b>1.</b>	All leases and subleases, oral or written, express or implied, formal or informal, expressed as a lease or offer to lease, for the Purchased Assets or any portion of them, between Bereket & G Holdings Corp., or any person purporting to act as its agent, tenant, and any person, that is now extant or in force in relation thereto. *
*as amended, extended, renewed, and assigned from time to time.	

**Schedule "D"**  
**Permitted Encumbrances**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Document Type</b>	<b>Party To</b>
182 005 871	09/01/2018	CAVEAT RE ENCROACHMENT AGREEMENT	
182 005 872	09/01/2018	CAVEAT RE ENCROACHMENT AGREEMENT	