

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

Applicants

and

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

MOTION RECORD OF RECEIVER

(Returnable Friday, May 15, 2026)

May 4, 2026

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Melinda Vine (LSO #53612R)

Thomas Masterson (LSO#76835U)

Tel: 519-679-9660

Fax: 519-667-3362

Email: mvine@harrisonpenza.com

Email: tmasterson@harrisonpenza.com

Solicitors for the Receiver,
BDO Canada Limited

TO: Service List

SERVICE LIST

TO: **NORTHORIZON FARMS INC.**
3064 Government Road,
Sault Ste Marie, ON P0R 1E0
Email: northhorizonfarms@outlook.com

Respondent

AND

TO: **JONATHAN KARHI**
3064 Government Road,
Sault Ste Marie, ON P0R 1E0
Email: jkarhi@outlook.com

Respondent

AND

TO: **AMY KARHI**
3064 Government Road,
Sault Ste Marie, ON P0R 1E0

Respondent

AND

TO: **1000150554 ONTARIO INC.**
4101 Road 130
Sebringville, ON N0K 1X0

AND

TO: **ANDREW PHILLIPS**
26 Rutherford Drive,
Stratford, ON N5A 0A4

AND

TO: **BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP.**
102- 1465 North Service Road East,
Oakville, ON L6H 1A7

AND

TO: **HELGA BARENBERG**
26 Rutherford Drive,
Stratford, ON N5A 0A4

AND

TO: **JOEL LEBEL**
P.O. Box 684
Hearst, ON P0L 1N0

AND

TO: **LOUIS FILION PROFESSIONAL CORPORATION**
1101, rue Front /C.P 1626
Hearst, ON P0L 1N0

Attention: Louis Filion

Email: lrfilion@lrflaw.ca

Counsel for Joel Lebel

AND

TO: **MANITOBA LIVESTOCK CASH ADVANCE PROGRAM**
212-530 Century Street,
Winnipeg, MB R3H 0Y4

AND

TO: **OLYMPIA TRUST COMPANY**
26 Rutherford Drive,
Stratford, ON N5A 0A4

AND

TO: **PHILLIPS FAMILY TRUST**
26 Rutherford Drive,
Stratford, ON N5A 0A4

AND

TO: **SCOTT PETRIE LLP**
200-252 Pall Mall Street,
London, ON N6A 5P6

Attention: Angelo C. D'Ascanio

Email: adascanio@sottpetrie.com

Counsel for Philips Trust and H. Baranberg

AND

TO: **PNC VENDOR FINANCE CORPORATION CANADA**
4145 North Service Road,
2nd Floor
Burlington, ON L7L 6A3

AND

TO: **CANADA REVENUE AGENCY**
c/o Department of Justice
Ontario Regional Office
120 Adelaide St. W., Suite 400
Toronto, ON M5H 1T1

Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

AND

TO: **HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTRY OF FINANCE**
Revenue Collections Branch – Insolvency Unit
33 King Street W., P.O. Box 627
Oshawa, ON L1H 8H5
Email: insolvency.unit@ontario.ca

AND

TO: **BROWN BEATTIE O'DONOVAN LLP**
1600 – 380 Wellington Street,
London, Ontario, N6A 5B5

Attention: Max Prince
Email: mprince@bbo.on.ca

Counsel for 1000150554 Ontario Inc.

AND

TO: **SPADARAFORA JOHNSON LEPORE LLP**
747 Queen Street East, Suite 202,
Suite 202, Sault Ste. Marie, ON P6A 2A8

Attention: Carlo V. Spadafora
Email: CSpadafora@sjl.law

Counsel for the Purchaser

AND

TO: **AGRICULTURER AND AGRI-FOOD CANADA**
1341 Baseline Road, Tower 7, Floor 3, Room 343
Ottawa, ON K1A 0C5

Attention: Ron Brewer
Email: Ron.Brewer@agr.gc.ca

AND

TO: **FAIR FINANCE FUND**

Attention: Justin Abbiss
Email: justin@fairfinancefund.org

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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP**

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, AND AMY KARHI

Respondents

**IN THE MATTER OF AN APPLICATION PURSAUNT TO SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, RSC 1985, c B-3. AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO 1990, c C43, AS AMENDED**

NOTICE OF MOTION

BDO Canada Limited ("**BDO**") in its capacity as Court-appointed receiver of Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (in such capacity, the "**Receiver**"), will make a Motion to a Judge.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

- ☐ In writing under subrule 37.12.1 (1) because it is on consent;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

On Friday, May 15, 2026, at 10:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Sault Ste. Marie, Ontario.

THE MOTION IS FOR:

1. An Approval and Vesting Order, substantially in the form attached hereto at Schedule “A” to this Notice of Motion, approving the transaction (the “**Transaction**”) contemplated by the Agreement of Purchase and Sale (the “**Sale Agreement**”) contained in the First Report to the Court of the Receiver dated May 4, 2026 (the “**First Report**”) and the confidential supplement to the First Report (the “**Confidential Supplement**”), for the sale of certain real property (the “**Real Property**”), and vesting all of the right, title and interest in and to the Real Property absolutely in and to MacFarlane Capital Limited & Crossen Holsteins Ltd. (the “**Purchaser**”), free and clear of and from any security, charge or other encumbrance.
2. An Ancillary Order, substantially in the form attached hereto at Schedule “B” to this Notice of Motion:
 - a) abridging the time for service, filing and confirmation of the Notice of Motion and the Motion Record, and validating service so that this motion is properly returnable on May 15, 2026;
 - b) approving the First Report and the Confidential Supplement and the activities and conduct of the Receiver set out therein provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report and Confidential Supplement;
 - c) sealing the Confidential Supplement until the Transaction is completed, or until a further order of this Court;
 - d) approving the Receiver’s Statement of Receipts and Disbursements as detailed in the First Report;
 - e) approving the fees and disbursements of the Receiver, the fees and disbursements of its counsel (collectively, the “**Professional Fees**”) and the accrual (the “**Fee Accrual**”), as detailed in the First Report, and authorizing payment of same;
 - f) following the completion of the Transaction, authorizing and directing the Receiver to complete the Proposed Distribution, as defined in the First Report;

- g) that upon payment of the amounts set out in paragraphs 2) e) and f) hereof and upon the Receiver completing the Outstanding Matters, as described in the First Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, as defined below, provided however that notwithstanding its discharge herein (a) the Receiver shall remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as the Receiver;
 - h) releasing BDO as the Receiver from liability for its actions while acting in such capacity, save and except for the Receiver's gross negligence or willful misconduct;
- 3. the costs of this motion on a substantial indemnity basis, if opposed; and,
 - 4. such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

The Appointment of the Receiver

- 1. Pursuant to an Order of this Court made on June 13, 2025 (the "**Appointment Order**"), BDO was appointed Receiver, without security, of all of the assets, undertakings and properties of Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (collectively, the "**Debtors**").

The Receiver's Activities

- 2. The Receiver's activities since the Appointment Order have concentrated on, *inter alia*:
 - a. completing the sale process in relation to the Real Property, including obtaining appraisals, requesting listing proposals from commercial realtors, choosing Stewart Team Real Estate (the "**Stewart Team**") as the listing agent, and reviewing all offers to purchase received;

- b. after reviewing all offers, and making certain counter-offers, entering into the Sale Agreement with the Purchaser; and
 - c. performing other statutory reporting and related administrative tasks as required.
- 3. The Receiver requests that its actions, as outlined in the First Report and Confidential Supplement, should be approved by this Honourable Court.

The Sale Process and Sale Agreement

- 4. Paragraph 3(j) of the Appointment Order authorizes the Receiver to market any or all the property of the Debtors, including advertising and soliciting offers in respect of the property of the Debtors, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
- 5. Paragraph 3(k) of the Appointment Order authorizes the Receiver to sell the property of the Debtors, subject to Court approval, having regard to the monetary limits set out therein.
- 6. Paragraph 3(l) of the Appointment Order authorizes the Receiver to apply for a vesting order, or other orders necessary to convey the property, or any part or parts thereof to a purchaser, or purchasers thereof, free and clear of any liens or encumbrances affecting such property.
- 7. In order to assess the value of the Real Property, the Receiver solicited appraisal proposals from three appraisers.
- 8. The Receiver contacted five prospective commercial realtors and requested listing proposals in relation to the Real Property, and the Receiver received four proposals, resulting in choosing Stewart Team as the listing agent to assist the Receiver with the sales process of the Real Property (the “**Sales Process**”).
- 9. The Sales Process was carried out for roughly nine months, and resulted in the receipt of multiple offers, certain counter-offers, and the Receiver entering into the Sale Agreement.
- 10. The Receiver recommends the approval and completion of the Sale Agreement for, *inter alia*, the following:

- a. the Receiver is of the opinion that the Sales Process was efficient, fair, and provident, and the Real Property was properly marketed to obtain the best price and terms of sale in the circumstances;
 - b. the price and terms of the Transaction are supported by the appraisal and opinion of values (as further detailed in the Confidential Supplement), and provides certainty as to realizations, eliminating any future risk to the Receiver as regards to market conditions; and,
 - c. the Transaction is in the interest of all parties and supported by the senior secured creditor of the Debtors.
11. The Receiver is of the view that the Sale Agreement represents a commercially reasonable transaction which will maximize the recovery and is in the best interests of all stakeholders.

Sealing Order

12. Until such time as the Transaction is completed, or until further order of this Court, the Receiver is of the view that the information and documentation contained in the Confidential Supplement should be sealed in order to avoid the negative impact that the dissemination of the confidential information contained therein would have.
13. The disclosure of the information contained in the Confidential Supplement could potentially impair the value maximizing purpose of the Sales Process, and the sealing order sought in relation to the Confidential Supplement (i) aligns with the purpose of the Sales Process and the interest promoted therein; (ii) is fair and reasonable in the circumstances; and (iii) will achieve the desired benefit without unduly impairing the openness of the Court's process.

The Distribution

14. Following the completion of the Transaction, the Receiver recommends the Proposed Distribution, as detailed in the First Report.

Professional Fees

15. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.
16. The Receiver and its counsel have each properly incurred fees and disbursements as detailed in the First Report.
17. The Receiver is also seeking the Fee Accrual, to cover the additional fees and disbursements necessary for it and its counsel to complete the administration of the Debtors' estates.
18. The Receiver seeks the approval of the Fee Accrual, its fees and disbursements and its counsel's fees and disbursements, as detailed in the First Report, and payment of same.

Discharge

19. Following the completion of the Receiver's remaining duties, including the Proposed Distribution, and the filing of a certificate by the Receiver certifying that all outstanding matters to be attended to in connection with the receivership have been completed to the satisfaction of the Receiver, the Receiver will have completed the administration of the estate of the Debtors, and as such requests its discharge as Receiver.
20. Section 243 and 249 of the *Bankruptcy and Insolvency Act*.
21. Sections 100 and 137(2) of the *Courts of Justice Act*.
22. Rules 1.04, 2, 3, 37 and 38, of the *Rules of Civil Procedure*.
23. Such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Appointment Order;
2. The First Report and the Appendices thereto, and the Confidential Supplement; and,

3. Such materials as counsel may advise and this Honourable Court may permit.

May 4, 2026

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

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Solicitors for the Receiver,
BDO Canada Limited

TO: Service List

Schedule "A" – Approval and Vesting Order (Cleanline)

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	FRIDAY, THE 15 th
	)	
JUSTICE	)	DAY OF MAY, 2026

B E T W E E N:

**AGRIROOTS REALTY INC. as general partner for AGRIROOTS DIVERSIFIED
LENDING FUND LP**

Applicants

- and –

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Northorizon Farms inc., Jonathan Karhi, and Amy Karhi (collectively, the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by a real property purchase agreement (the "Sale Agreement") between the Receiver and Bizhiki-Wiiaas Enterprises (the "Purchaser") dated April 16, 2026 and appended to the Report of the Receiver dated May 4, 2026 (the "Report"), and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), and referenced in Schedule "B" hereto was heard this day, by judicial videoconference at 426 Queen Street East, Sault Ste. Marie, Ontario.

ON READING the First Report of the Receiver and Appendices thereto, the Confidential Supplement, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn May 5, 2026 filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the 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 the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, 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") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Rasaiah dated June 13, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Algoma (No. 01) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is

hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the 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.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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 the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in 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 courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this 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.

8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

Justice , *Ontario Superior Court of Justice*

Schedule A – Form of Receiver’s Certificate

Court File No. CV-25-00029832-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

**AGRIROOTS REALTY INC. as general partner for AGRIROOTS DIVERSIFIED
LENDING FUND LP**

Applicants

- and –

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Razaiah of the Ontario Superior Court of Justice (the "Court") dated June 13, 2025, BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Northhorizon Farms Inc., Jonathan Karhi and Amy Karhi (the "Debtors").

B. Pursuant to an Order of the Court dated May 15, 2026, the Court approved the real property purchase agreement made as of April 16, 2026 (the "Sale Agreement") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of the Debtor and Bizhiki-Wiyyaas Enterprises (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’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 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.

C. Unless otherwise indicated herein, terms with initial capitals 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 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 of the undertaking, property and
assets of Northhorizon Farms Inc., Jonathan
Karhi, and Amy Karhi, and not in its
personal capacity**

Per: _____
Name:
Title:

Schedule B – Purchased Assets

The Purchased Assets, as defined in the Sale Agreement, without limitation, the Real Property described as follows:

LT 23 RCP H746; LAIRD (PIN 314700208 LT)

LOT 16 REGISTRAR'S COMPILED PLAN H755 EXCEPT PART 1 1R13333 TOWNSHIP OF LAIRD (PIN 314680530 LT)

PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A2262 EXCEPT LT22111, LT44422, LT44423, LT61108, PT 1 TO 4 1R2461, PT 1 1R3572 AND PTS 1 & 2 1R13484; S/T LT66841; TARBUTT AND TARBUTT ADDL (PIN 314660809 LT)

PART OF LOT 6 CONCESSION 5 TARBUTT ADDITIONAL DESIGNED AS PART 1, 1R-13374; TARBUTT AND TARBUTT ADDL (PIN 314660806 LT)

PT LT 7 CON 6 TARBUTT ADDITIONAL AS IN T451587 & T447239 EXCEPT PART 1 ON 1R13867; TOWNSHIP OF TARBUTT (PIN 314660812 LT)

PCL 856 SEC ACS; LT 7 CON 2 TARBUTT S/T LT19714; S/T LT113588; TARBUTT AND TARBUTT ADDL (314670017 LT)

PT LT 7 CON 5 TARBUTT ADDITIONAL SRO AS IN T393557; TARBUTT AND TARBUTT ADDL (PIN 314660733 LT)

PART LOT 7 CONCESSION 5 TARBUTT ADDITIONAL AS IN T430935 EXCEPT T83526 PART 2, PART 1 PLAN 1R12029, EXCEPT PART 1 PLAN 1R13921 AND SAVE AND EXCEPT PART 1 PLAN 1R13963 SUBJECT TO AN EASEMENT AS IN KC303 TOWNSHIP OF TARBUTT (PIN 314660819 LT)

PCL 765 SEC ALG; S ½ LT 5 CON 1 TARBUTT EXCEPT LT58173; S/T LT19869; LT228351; TARBUTT AND TARBUTT ADDL (PIN 314670088 LT)

PART N ½ OF LOT 5, CONCESSION 1 TARBUTT DESIGNATED AS PART 1, 1R-13402; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670194 LT)

N ½ OF LOT 5, CONCESSION 1 TARBUTT; EXCEPT TOW OF THE ONTARIO AND SAULT STE. MARIE RAILWAY ACROSS SAID HALF LOT & PARTS 1 & 2, 1R-10261; SAVE & EXCEPT PART 1,

1R-13402 PART 1 1R13660; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670200 LT)

PCL 663 SEC ALG; N ½ LT 4 CON 1 TARBUTT; TARBUTT AND TARBUTT ADDL (PIN 314670087 LT)

PCL 7386 SEC ACS; PT N1/2 LT3 CON 1 TARBUTT PT 1R5352; TARBUTT AND TARBUTT ADDL (PIN 314670062 LT)

PCL 4 SEC ACS; S ½ LT 3 CON 1 TARBUTT EXCEPT LT3557, PT 1-3 1R2556, PT 4 1R9884 & PT 1, 2 & 4 1R10085; TARBUTT AND TARBUTT ADDL (PIN 314670002 LT)

PCL 17 SEC ACS; PT S1/2 LT 3 CON 1 TARBUTT AS IN LT3557 EXCEPT PT 3, 1R10085; S/T LT228101; TARBUTT AND TARBUTT ADDL (PIN 314670004 LT)

PCL 1566 SEC ACS; E ½ OF S ½ LT 4 CON 1 TARBUTT; S/T LT228105; TARBUTT AND TARBUTT ADDL (PIN 314670028 LT)

PCL 1003 SEC ACS; W1/2 OF S1/2 LT 4 CON 1 TARBUTT EXCEPT ROW FOR THE ONTARIO AND SAULT STE. MARIE RAILWAY; S/T LT228351; TARBUTT AND TARBUTT ADDL (314670019 LT)

PCL 1150 SEC ALG; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A847 EXCEPT LT11127, LT25513, PT 1 1R9612 & PT 2 TO 4 1R10173; TARBUTT AND TARBUTT ADDL (PIN 31466068 LT)

PCL 899 SEC ACS; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN LT11127; CAUTION: PT PCL DEALINGS MAY REQUIRE CONSENT PURSUANT TO THE PROVISIONS OF THE PLANNING ACT; TARBUTT AND TARBUTT ADDL (PIN 314660065 LT)

Schedule C – Claims to be deleted and expunged from title to Real Property

PIN 31470-0208 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31468-0530 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0809 (LT)

1. AL241043 – 2021/12/22 – Charge
2. AL258163 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0806 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0812 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0017 (LT)

1. AL241070 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0733 (LT)

1. AL241042 – 2021/12/22 – Charge

2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0819 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0088 (LT)

1. AL241042 – 2021/12/22 – Charge
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3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0194 (LT)

1. AL241044 – 2021/12/22 – Charge
2. AL258162 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0200 (LT)

1. AL241042 – 2021/12/22 – Charge
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PIN 31467-0087 (LT)

1. AL241042 – 2021/12/22 – Charge
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PIN 31467-0062 (LT)

1. AL241042 – 2021/12/22 – Charge
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3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0002 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0004 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0028 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0019 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0068 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 - Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0065 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 - Charge
4. AL295670 – 2025/06/30 – Apl Court Order

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

PIN 31470-0208 (LT)

1. T429438 – 2002/05/29 – Deposit

PIN 31468-0530 (LT)

N/A

PIN 31466-0809 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. AR486 – 1969/01/13 – Plan Reference
3. LT66841 – 1969/02/21 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements
5. 1R14159 – 2024/05/13 – Plan Reference

PIN 31466-0806 (LT)

1. 1R2573 – 1976/04/20 – Plan Reference
2. 1R13374 – 2017/11/16 – Plan Reference

PIN 31466-0812 (LT)

1. T109976 – Agreement of Purchase & Sale

PIN 31467-0017 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. LT113588 – 1981/07/13 – Transfer
3. LT114012 – 1981/08/13 – Notice
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0733 (LT)

1. AL173685 – 2017/06/02 – Notice

PIN 31466-0819 (LT)

1. KC303 – 1932/08/02 – Transfer Easement
2. T140168 – 1973/09/11 – Notice of Claim

PIN 31467-0088 (LT)

1. LT19869 – 1932/07/12 – Transfer Easement
2. 1R9882 – 1999/10/04 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0194 (LT)

1. 1R13402 – 2018/02/13 – Plan Reference

PIN 31467-0200 (LT)

1. AL226094 – 2021/04/07 – Notice

PIN 31467-0087 (LT)

N/A

PIN 31467-0062 (LT)

1. 1R5352 – 1982/11/16 – Plan reference

PIN 31467-0002 (LT)

N/A

PIN 31467-0004 (LT)

1. 1R9884 – 1999/10/07 – Plan Reference
2. LT228101 -2000/04/14 – Transfer Easement
3. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0028 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228105 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0019 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0068 (LT)

N/A

PIN 31466-0065 (LT)

1. LT57877 – 1965/05/27 – Bylaw

AGRIROOTS REALTY INC., et al.

-and-

NORTHORIZON FARMS INC., et al.

Applicant

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

ORDER

HARRISON PENZA LLP

Barristers and Solicitors
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Email: tmasterson@harrisonpensa.com

Lawyers for the Receiver,
BDO Canada Limited

Schedule "A-1" – Approval and Vesting Order (Blackline)

Court File No. ~~CV-25-00029832-0000~~

ONTARIO
SUPERIOR COURT OF JUSTICE
~~COMMERCIAL LIST~~

THE HONOURABLE) ~~WEEKDAY~~FRIDAY, THE #15th
JUSTICE)
DAY OF ~~MONTH~~MAY, ~~20~~YR2026

B E T W E E N:

~~PLAINTIFF~~ AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

~~Plaintiff~~Applicants

- and -

~~DEFENDANT~~ NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

~~Defendant~~Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ Northhorizon Farms inc., Jonathan Karhi, and Amy Karhi (collectively, the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an real property purchase agreement ~~of purchase and sale~~ (the "Sale Agreement") between the Receiver and ~~[NAME OF PURCHASER]~~ Bizhiki-Wiiyaas Enterprises (the "Purchaser") dated ~~[DATE]~~ April 16, 2026 and appended to the Report of the Receiver dated May 4, 2026 ~~[DATE]~~ (the "Report"), and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), and referenced in Schedule "B"

hereto was heard this day, by judicial videoconference at 330 University Avenue, Toronto426 Queen Street East, Sault Ste. Marie, Ontario.

ON READING the First Report of the Receiver and Appendices thereto, the Confidential Supplement, and on hearing the submissions of counsel for the Receiver, ~~„[NAMES OF OTHER PARTIES APPEARING]“~~, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht~~[NAME]~~ sworn May 5, 2026~~[DATE]~~ filed¹:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the Sale Agreement by the Receiver³ 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 the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~{and listed on Schedule B hereto}~~⁴ shall vest absolutely in the Purchaser, 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,

~~¹ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

~~² In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

~~³ In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

~~⁴ To allow this Order to be free-standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

unsecured or otherwise (collectively, the "Claims"⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice ~~Rasaiah-[NAME]~~ dated June 13, 2025[DATE]; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ Land Titles Division of Algoma (No. 01){LOCATION} of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "Real Property") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the

⁵The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non-specific vesting out of "rights, titles and interests" is vague and therefore undesirable.

⁶Elect the language appropriate to the land registry system (Registry vs. Land Titles).

⁷The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".

sale⁸, 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.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. 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 Debtor.~~

7.6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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 the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or

~~⁸ This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~8. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).~~

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in 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 courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this 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.

9.8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

Justice _____, Ontario Superior Court of Justice

Schedule A – Form of Receiver’s Certificate

Court File No. CV-25-00029832-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

~~COMMERCIAL LIST~~

B E T W E E N:

**PLAINTIFF ~~AGRIROOTS REALTY INC. as general partner for AGRIROOTS~~
~~DIVERSIFIED LENDING FUND LP~~**

PlaintiffApplicants

- and -

~~DEFENDANT~~ ~~NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI~~

DefendantRespondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Rasaiah of the Ontario Superior Court of Justice (the "Court") dated June 13, 2025~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~ BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ Northhorizon Farms Inc., Jonathan Karhi and Amy Karhi (the "Debtors").

B. Pursuant to an Order of the Court dated May 15, 2026~~[DATE]~~, the Court approved the real property purchase agreement ~~of purchase and sale~~ made as of ~~[DATE OF AGREEMENT]~~ April 16, 2026 (the "Sale Agreement") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of the Debtor ~~[Debtor]~~ and Bizhiki-Wiyyaas Enterprises ~~[NAME OF PURCHASER]~~ (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’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 ~~section • 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.

C. Unless otherwise indicated herein, terms with initial capitals 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 ~~section • 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~~**[NAME OF RECEIVER]**~~, in its capacity as Receiver of the undertaking, property and assets of **Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi**~~**[DEBTOR]**~~, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The Purchased Assets, as defined in the Sale Agreement, without limitation, the Real Property described as follows:

LT 23 RCP H746; LAIRD (PIN 314700208 LT)

LOT 16 REGISTRAR'S COMPILED PLAN H755 EXCEPT PART 1 1R13333 TOWNSHIP OF LAIRD (PIN 314680530 LT)

PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A2262 EXCEPT LT22111, LT44422, LT44423, LT61108, PT 1 TO 4 1R2461, PT 1 1R3572 AND PTS 1 & 2 1R13484; S/T LT66841; TARBUTT AND TARBUTT ADDL (PIN 314660809 LT)

PART OF LOT 6 CONCESSION 5 TARBUTT ADDITIONAL DESIGNED AS PART 1, 1R-13374; TARBUTT AND TARBUTT ADDL (PIN 314660806 LT)

PT LT 7 CON 6 TARBUTT ADDITIONAL AS IN T451587 & T447239 EXCEPT PART 1 ON 1R13867; TOWNSHIP OF TARBUTT (PIN 314660812 LT)

PCL 856 SEC ACS; LT 7 CON 2 TARBUTT S/T LT19714; S/T LT113588; TARBUTT AND TARBUTT ADDL (314670017 LT)

PT LT 7 CON 5 TARBUTT ADDITIONAL SRO AS IN T393557; TARBUTT AND TARBUTT ADDL (PIN 314660733 LT)

PART LOT 7 CONCESSION 5 TARBUTT ADDITIONAL AS IN T430935 EXCEPT T83526 PART 2, PART 1 PLAN 1R12029, EXCEPT PART 1 PLAN 1R13921 AND SAVE AND EXCEPT PART 1 PLAN 1R13963 SUBJECT TO AN EASEMENT AS IN KC303 TOWNSHIP OF TARBUTT (PIN 314660819 LT)

PCL 765 SEC ALG; S ½ LT 5 CON 1 TARBUTT EXCEPT LT58173; S/T LT19869; LT228351; TARBUTT AND TARBUTT ADDL (PIN 314670088 LT)

PART N ½ OF LOT 5, CONCESSION 1 TARBUTT DESIGNATED AS PART 1, 1R-13402; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670194 LT)

N ½ OF LOT 5, CONCESSION 1 TARBUTT; EXCEPT TOW OF THE ONTARIO AND SAULT STE. MARIE RAILWAY ACROSS SAID HALF LOT & PARTS 1 & 2, 1R-10261; SAVE & EXCEPT PART 1,

1R-13402 PART 1 1R13660; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670200 LT)

PCL 663 SEC ALG; N ½ LT 4 CON 1 TARBUTT; TARBUTT AND TARBUTT ADDL (PIN 314670087 LT)

PCL 7386 SEC ACS; PT N1/2 LT3 CON 1 TARBUTT PT 1R5352; TARBUTT AND TARBUTT ADDL (PIN 314670062 LT)

PCL 4 SEC ACS; S ½ LT 3 CON 1 TARBUTT EXCEPT LT3557, PT 1-3 1R2556, PT 4 1R9884 & PT 1, 2 & 4 1R10085; TARBUTT AND TARBUTT ADDL (PIN 314670002 LT)

PCL 17 SEC ACS; PT S1/2 LT 3 CON 1 TARBUTT AS IN LT3557 EXCEPT PT 3, 1R10085; S/T LT228101; TARBUTT AND TARBUTT ADDL (PIN 314670004 LT)

PCL 1566 SEC ACS; E ½ OF S ½ LT 4 CON 1 TARBUTT; S/T LT228105; TARBUTT AND TARBUTT ADDL (PIN 314670028 LT)

PCL 1003 SEC ACS; W1/2 OF S1/2 LT 4 CON 1 TARBUTT EXCEPT ROW FOR THE ONTARIO AND SAULT STE. MARIE RAILWAY; S/T LT228351; TARBUTT AND TARBUTT ADDL (314670019 LT)

PCL 1150 SEC ALG; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A847 EXCEPT LT11127, LT25513, PT 1 1R9612 & PT 2 TO 4 1R10173; TARBUTT AND TARBUTT ADDL (PIN 31466068 LT)

PCL 899 SEC ACS; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN LT11127; CAUTION: PT PCL DEALINGS MAY REQUIRE CONSENT PURSUANT TO THE PROVISIONS OF THE PLANNING ACT; TARBUTT AND TARBUTT ADDL (PIN 314660065 LT)

Schedule C – Claims to be deleted and expunged from title to Real Property

PIN 31470-0208 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31468-0530 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0809 (LT)

1. AL241043 – 2021/12/22 – Charge
2. AL258163 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0806 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
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PIN 31466-0812 (LT)

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PIN 31467-0017 (LT)

1. AL241070 – 2021/12/22 – Charge
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3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0733 (LT)

1. AL241042 – 2021/12/22 – Charge

2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0819 (LT)

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3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0088 (LT)

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2. AL258165 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0194 (LT)

1. AL241044 – 2021/12/22 – Charge
2. AL258162 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0200 (LT)

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PIN 31466-0065 (LT)

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**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

PIN 31470-0208 (LT)

1. T429438 – 2002/05/29 – Deposit

PIN 31468-0530 (LT)

N/A

PIN 31466-0809 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. AR486 – 1969/01/13 – Plan Reference
3. LT66841 – 1969/02/21 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements
5. 1R14159 – 2024/05/13 – Plan Reference

PIN 31466-0806 (LT)

1. 1R2573 – 1976/04/20 – Plan Reference
2. 1R13374 – 2017/11/16 – Plan Reference

PIN 31466-0812 (LT)

1. T109976 – Agreement of Purchase & Sale

PIN 31467-0017 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. LT113588 – 1981/07/13 – Transfer
3. LT114012 – 1981/08/13 – Notice
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0733 (LT)

1. AL173685 – 2017/06/02 – Notice

PIN 31466-0819 (LT)

1. KC303 – 1932/08/02 – Transfer Easement
2. T140168 – 1973/09/11 – Notice of Claim

PIN 31467-0088 (LT)

1. LT19869 – 1932/07/12 – Transfer Easement
2. 1R9882 – 1999/10/04 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0194 (LT)

1. 1R13402 – 2018/02/13 – Plan Reference

PIN 31467-0200 (LT)

1. AL226094 – 2021/04/07 – Notice

PIN 31467-0087 (LT)

N/A

PIN 31467-0062 (LT)

1. 1R5352 – 1982/11/16 – Plan reference

PIN 31467-0002 (LT)

N/A

PIN 31467-0004 (LT)

1. 1R9884 – 1999/10/07 – Plan Reference
2. LT228101 -2000/04/14 – Transfer Easement
3. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0028 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228105 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0019 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0068 (LT)

N/A

PIN 31466-0065 (LT)

1. LT57877 – 1965/05/27 – Bylaw

Applicant

Respondents

Court File No. CV-25-00029832-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

ORDER

HARRISON PENZA LLP

Barristers and Solicitors

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Lawyers for the Receiver,

BDO Canada Limited

Schedule "B" – Ancillary Order

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE	)	FRIDAY, THE 15TH DAY
	)	
JUSTICE	)	OF MAY, 2026

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

ORDER

THIS MOTION, made by BDO Canada Limited ("**BDO**"), in its capacity as the Court-appointed receiver (the "**Receiver**") of all the assets, undertakings and properties of Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (collectively, the "**Debtors**"), for an order for the distribution of proceeds, providing for the discharge of the Receiver, and for other associated relief, was heard this day by judicial teleconference via Zoom at 426 Queen Street East, Sault Ste. Marie, Ontario.

ON READING the Notice of Motion dated May 1, 2026, the First Report to the Court of the Receiver dated May 4, 2026 (the "**First Report**"), the appendices thereto, including the affidavits of the Receiver and its counsel as to fees (the "**Fee Affidavits**"), and the confidential supplement to the First Report (the "**Confidential Supplement**") and on hearing the submissions of counsel for the Receiver and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served, as appears from the Affidavit of Service of Sydney Inghelbrecht sworn May 1 2026, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service, filing and confirmation of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof.

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that capitalized terms not defined herein, shall have the meanings ascribed thereto in the First Report.

REPORT AND ACTIVITIES OF THE RECEIVER

3. **THIS COURT ORDERS** that the First Report and the activities and conduct of the Receiver as set out in the First Report, be and are hereby approved; provided, however, that only the Receiver, in its personal capacity only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

SEALING

4. **THIS COURT ORDERS** that the Confidential Supplement be and are hereby sealed, pending the completion of the Transaction, or until further Order of the Court.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

5. **THIS COURT ORDERS** that the Statement of Receipts and Disbursements as detailed in the First Report, be and is hereby approved.

PROFESSIONAL FEES

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel, as set out in the First Report and the Fee Affidavits, and the fee accrual (as detailed in the First Report) and payment thereof, be and are hereby approved.

DISTRIBUTION

7. **THIS COURT ORDERS** that the Receiver shall make the Proposed Distribution as detailed in the Second Report.

DISCHARGE

8. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraphs 6 and 7 hereof and upon the Receiver filing a certificate in a form as attached at Schedule "A", certifying that it has completed the other activities described in the First Report, the Receiver shall be discharged as Receiver of the undertaking, property and assets of the Debtors, provided however that notwithstanding its discharge herein (a) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO in its capacity as Receiver.

9. **THIS COURT ORDERS AND DECLARES** that BDO is hereby released and discharged from any and all liability that BDO now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of BDO while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, BDO is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

GENERAL

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, or any other

jurisdiction, 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 orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective from the date of this Order and is enforceable without any need for entry or filing.

Justice , *Ontario Superior Court of Justice*

Schedule A – Form of Receiver’s Certificate

Court File No.: CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

Applicant

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

RECEIVER’S DISCHARGE CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice Rasaiah of the Ontario Superior Court of Justice (the “**Court**”) made June 13, 2025, appointing BDO Canada Limited (“**BDO**”) as receiver (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of the Respondents, Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (collectively, the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors, including the proceeds thereof (the “**Property**”).

B. Pursuant to an Order of the Honourable Justice _____ made May 15, 2026 (the “**Discharge Order**”), BDO was discharged as the Receiver of all the assets, undertakings and properties of the Debtors, to be effective upon the filing by the Receiver with the Court of a certificate certifying that all matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of

such incidental duties as may be required to complete the administration of the receivership; and
(b) the Receiver will continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of BDO, in its capacity as the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Discharge Order.

THE RECEIVER CERTIFIES the following:

1. All matters to be attended to in connection with the receivership of the Debtors have been completed to the satisfaction of the Receiver; and,
2. This Certificate was filed by the Receiver with the Court on the _____ day of _____, 2026.

DATED the _____ day of _____, 2026.

BDO Canada Limited, solely in its capacity as
Receiver of the Property of the Debtors, and not
in its personal capacity

Per: _____
Name:
Title:

AGRIROOTS REALTY INC., et al.

-and-

NORTHORIZON FARMS INC., et al.

Applicant

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

RECEIVER'S DISCHARGE CERTIFICATE

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BDO Canada Limited

AGRIROOTS REALTY INC., et al.

-and-

NORTHORIZON FARMS INC., et al.

Applicant

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

ORDER

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BDO Canada Limited

AGRIROOTS REALTY INC., et al.

-and-

NORTHORIZON FARMS INC., et al.

Applicant

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

NOTICE OF MOTION

HARRISON PENZA LLP

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Lawyers for the Receiver,

BDO Canada Limited

Tab 2

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

AGRIROOTS REALTY INC. as general partner for AGRIROOTS

DIVERSIFIED LENDING FUND LP

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, AND AMY KARHI

Respondents

FIRST REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
IN ITS CAPACITY AS RECEIVER

May 4, 2026

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Appendix B	-	Receivership Order
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Appendix D	-	Redacted Bizhiki-Wiiyaas Asset Purchase Agreement
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Appendix F	-	Fee Affidavit of Melinda Vine
Appendix G	-	Statement of Receipts and Disbursements
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1.1 Introduction

- 1.1.1 Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (collectively, the “Debtor”, the “Company”, or “Northhorizon”) operated a bison farm and cash crop business in Desbarats, Ontario. A more fulsome of background of the Debtor is included in the affidavit of Shawn Bustin, sworn March 7, 2025, attached hereto as Appendix A.
- 1.1.2 On March 17, 2025, Agriroots Realty Inc., as general partner for Agriroots Diversified Lending Fund LP (“Agriroots” or the “Lender”), made an application (the “Initial Application”) to the Ontario Superior Court of Justice (the “Court”) to appoint BDO Canada Limited (“BDO”) as receiver (the “Receiver”) of all of the assets, undertakings, and properties of Northhorizon, pursuant to subsection 243 of the *Bankruptcy and Insolvency Act* (the “BIA”) and section 101 of the *Courts of Justice Act*, substantially in the form of the Commercial List Users Committee Model Order.
- 1.1.3 The Initial Application was adjourned and was brought back before the Court on June 13, 2025 (the “Date of Receivership”), at which time the receivership order (the “Receivership Order”), attached hereto as Appendix B, was granted by the Court.
- 1.1.4 The Receivership Order empowered and authorized, but did not obligate the Receiver to do, among other things, the following:
- (a) Take possession of and exercise control over all of the property and all proceeds, receipts and disbursements arising out of or from the property.
 - (b) Receive, preserve, and protect the property, or any part or parts thereof, including, but not limited to, changing the locks and security codes, the relocating of property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable.
 - (c) Manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor.
 - (d) Receive and collect all monies and accounts now owed or hereafter owing to the Company and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor.
 - (e) To market any or all of the property, including advertising and soliciting offers in respect of the property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
 - (f) Sell, convey, transfer, lease, or assign the property or any part or parts thereof out of the ordinary course of business without the approval of this Court in respect of any transaction not exceeding \$75,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000, and with the approval of the Court in which the purchase price exceeds these monetary thresholds.
- 1.1.5 The Receivership Order also authorized the Receiver to apply for a vesting order to convey the property free and clear of any liens or encumbrances.

1.2 Purpose of the Receiver's First Report

1.2.1 This constitutes the Receiver's first report to the Court in this matter (the "First Report") and is being filed to:

- report on the Receiver's activities and seek approval of the Receiver's activities to date;
- request approval of the Receiver's proposed sale of the Real Property (as defined below), inclusive of the Receiver's Sales Process (as defined below);
- request approval of the Proposed Distributions (as defined below) as outlined herein;
- request approval of the fees and disbursements of the Receiver and its counsel; and,
- request the discharge of the Receiver.

2.1 Possession

- 2.1.1 Following its appointment, the Receiver attended at the property, commonly referred to as the home parcel, municipally known as 3064 Government Road, Desbarats, Ontario (the "Home Parcel"). The Home Parcel forms part of the Real Property, and at the time of attendance, the Receiver observed that operations had ceased and that there were no employees present.
- 2.1.2 The Real Property consists of nineteen (19) parcels of land comprising approximately 1,691 acres in aggregate (collectively, the "Real Property"). The Real Property includes a residence, barn, workshop, and additional outbuildings, and is considered to have both agricultural and rural uses.
- 2.1.3 Receiver's counsel has registered a copy of the Receivership Order on title to the Real Property.
- 2.1.4 The Receiver documented the condition of the Real Property, including equipment and inventory located thereon, by way of photographs taken at the time of the Receiver's onsite attendance.
- 2.1.5 As at the Date of Receivership, the residence located on the Home Parcel was occupied by a month-to-month tenant. At the request of the Purchaser (as defined below), the Receiver made arrangements with the tenant to vacate the residence.
- 2.1.6 The Receiver further arranged for the winterization of the buildings on the Real Property and implemented periodic attendance and patrols to inspect the buildings.

2.2 Receiver's Banking

- 2.2.1 Immediately following its appointment, the Receiver established a new bank account in the name of the receivership for the purpose of facilitating all receipts and disbursements associated with the administration of the receivership proceedings.

2.3 Notice

- 2.3.1 The Receiver prepared and issued a combined notice pursuant to Section 245(1) and 246(1) of the BIA to the Office of the Superintendent of Bankruptcy and to all known creditors of the Company (the "Receiver's Notice"). A copy of the Receiver's Notice is attached hereto as Appendix C.

2.4 Employees

- 2.4.1 Paragraph 14 of the Receivership Order provided the Receiver with the authority to terminate the Debtor's employees, however, as at the Date of Receivership, the Company had no employees.

2.5 Canada Revenue Agency ("CRA")

- 2.5.1 Following the Date of Receivership, the Receiver notified CRA of its appointment in the event that CRA wished to conduct an audit of the Company's payroll source deduction and harmonized sales tax ("HST") accounts up to the Date of the Receivership. As of the date of this First Report, CRA has not scheduled any such audits. Furthermore, the Receiver requested a new HST account to be opened for the Receiver's reporting and remitting purposes.

2.6 Independent Counsel

- 2.6.1 The Receiver has retained Harrison Pensa LLP (“Harrison Pensa”) as its independent legal counsel. Harrison Pensa has reviewed the security documentation from Agriroots (the “Agriroots Security”) and has provided the Receiver with an opinion (the “Security Opinion”) on the validity and enforceability of the Agriroots Security as it relates to the other secured creditors and the unsecured creditors in these proceedings.
- 2.6.2 Subject to customary assumptions and qualifications contained therein, the Security Opinion details that the Agriroots Security is:
- (a) perfected and enforceable as against the Debtor;
 - (b) creates a valid and registered security interest granted by the Debtor; and
 - (c) creates a first in time priority charge against the Real Property.

2.7 Receiver's Certificate

- 2.7.1 In accordance with paragraph Section 23 of the Receivership Order, the Receiver issued four (4) Receiver's Certificates totalling \$67,000 to Agriroots. The Receiver has deposited the funds in its trust account and has utilized the funds primarily for ongoing insurance coverage and the appraisal of the Real Property.

3.1 Sales Process

3.1.1 As detailed above, the Receivership Order empowered the Receiver to market any or all of the property of the Debtor subject to Court approval.

3.1.2 In order to assess the value of the Real Property, the Receiver solicited appraisal proposals from three (3) appraisers, all of which were members of the Accredited Appraisers of the Canadian Institute. The results of the appraisal are further detailed in the confidential supplement to the First Report (the "Confidential Supplement").

3.1.3 In order to assess the fair market value of the Real Property, the Receiver determined that the Real Property should be exposed to the market. Accordingly, on or about June 24, 2025, the Receiver approached five (5) prospective commercial realtors and requested listing proposals detailing the following:

- (a) recommended list price;
- (b) fee and commission structure;
- (c) estimated realizable value; and
- (d) marketing plan and estimated time to close a transaction.

The submission deadline for the realtor proposals was 12:00PM ET on July 9, 2025 (the "Proposal Deadline").

3.1.4 At the Proposal Deadline, the Receiver summarized the four (4) submissions received (the "Listing Proposals") and discussed the Listing Proposals with Agriroots, which resulted in Stewart Team Real Estate (the "Stewart Team") being selected as the Receiver's listing agent.

3.1.5 The terms and conditions of the sales process (the "Sales Process") with the Stewart Team included, *inter alia*, the following:

- (a) acceptance of any offer is subject to Court approval;
- (b) purchase price is to be paid by certified funds, direct deposit, or wire transfer at the time of closing;
- (c) sale is on an "as is, where is" basis without representations and warranties of any kind;
- (d) offers are to be submitted using the draft form agreement of purchase and sale (the "APS"); and
- (e) transfer of title will be by way of Court approved vesting order.

3.1.6 The Sales Process included identifying potential buyers to contact in a direct targeted marketing approach, placing local signage, and online advertising with Multiple Listing Services, commercial property platforms, and social media.

3.2 Proposed Sale

3.2.1 The Sales Process resulted in the receipt of four (4) offers, including two (2) comprehensive offers for the purchase of all the Real Property, and two (2) offers that if both were accepted individually would encompass all of the Real Property (collectively, the “Initial Offers”).

3.2.2 The Initial Offers received for the Real Property can be summarized as follows:

All Real Property:

- (a) MacFarlane Capital Limited and Cnossen Holsteins Ltd. (the “MacFarlane Offer”); and
- (b) Bizhiki-Wiyyaas Enterprises Ltd. (“Bizhiki-Wiyyaas”).

Select Parcels:

- (c) Cronin Farms Ltd.; and
- (d) Haybury Farms Inc.

More fulsome details of the Initial Offers are set out in the Confidential Supplement.

3.2.3 The Receiver reviewed all Initial Offers with Agriroots, and determined that certain counter-offers were appropriate, but no APS could be reached.

3.2.4 After further discussions with Agriroots, the MacFarlane Offer was accepted by the Receiver; however, the MacFarlane Offer was conditional on further due diligence, and the condition was not waived by the purchaser prior to the condition deadline.

3.2.5 On January 19, 2026, the Receiver extended the initial six (6) month listing agreement with the Stewart Team for an additional three (3) month term (which term was further extended by an additional month thereafter).

3.2.6 As noted above, on February 19, 2026, the Receiver received an offer from Bizhiki-Wiyyaas, which offer was subject to certain conditions that could not be waived by Bizhiki-Wiyyaas prior to the condition deadline. On April 16, 2026, a further offer was received from Bizhiki-Wiyyaas (the “BW Offer”), with its only condition being Court approval.

3.2.7 After consulting with Agriroots, the Receiver entered into an APS with Bizhiki-Wiyyaas (the “Transaction”), a redacted copy of which is attached hereto as Appendix D. An unredacted copy of the APS is attached to the Confidential Supplement. As at the date of this Report, no conditions remain outstanding to close the Transaction, but for Court approval.

3.2.8 The Receiver recommends the Transaction be approved, and that the Court grant an Order authorizing the Receiver to complete the Transaction for the following reasons:

- (a) the Receiver is of the opinion that the Sales Process conducted following the Date of Receivership was efficient, fair, and provident and the assets and Real Property were properly marketed to obtain the best price and terms of sale in the circumstances;
- (b) the price and terms of the Transaction are supported by the appraisal and opinion of values (as further detailed in the Confidential Supplement);
- (c) the Transaction is in the interest of all parties and represents the best value for the Debtor’s assets and the Real Property under the circumstances; and

- (d) the Receiver has discussed the terms of the Transaction with the Lender and Agriroots is supportive of the Transaction.

3.3 Sealing

The Receiver requests that the Confidential Supplement be sealed by the Court until the recommended Transaction is completed. Publication of the appraisals, Initial Offers, and the proposed Transaction would undermine any future sales efforts for the Real Property should the Transaction not close.

- 4.1 In accordance with paragraph 18 of the Receivership Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of its counsel, constitute the "Receiver's Charge".
- 4.2 The fees and disbursements of the Receiver from the Date of Receivership, along with the estimated fees and disbursements of the Receiver to complete the receivership proceedings, are detailed in the affidavit of Robyn Duwyn, a copy of which is attached hereto as Appendix E.
- 4.3 The Receiver's fees from June 13, 2025 to April 24, 2026 encompass 189.2 hours at an average hourly rate of approximately \$411.44, for a total of \$77,845, prior to applicable taxes.
- 4.4 The Receiver is also requesting an additional \$12,500, plus disbursements and applicable taxes, for the completion of this matter, including preparation of this First Report, ongoing operations, as well as closing the Transaction.
- 4.5 The Receiver is therefore requesting that the Court approve its total fees and disbursements, prior to applicable taxes, in the amount of \$90,345.00.
- 4.6 The fees and disbursements of the Receiver's counsel from the Date of Receivership through to April 30, 2026, along with legal counsel's estimated fees to complete the receivership proceedings, are detailed in the affidavit of Melinda Vine, a copy of which is attached hereto as Appendix F.
- 4.7 The Receiver's legal counsel's fees from the Date of Receivership through to April 30, 2026 encompass 71.1 hours and total of \$32,275.50, plus disbursements of \$2,620.67, prior to applicable tax.
- 4.8 The Receiver's legal counsel is also requesting an additional \$20,000, plus disbursements and applicable taxes, for the completion of this matter, including preparation of the motion materials for the approval, vesting, ancillary, and discharge orders, as well as closing the Transaction.
- 4.9 The Receiver is therefore requesting that the Court approve its legal counsel's total fees and disbursements, inclusive of applicable taxes in the amount of \$39,423.46, and the completion accrual of \$20,000, plus disbursements and applicable taxes.

5.0

STATEMENT OF RECEIPTS AND DISBURSEMENTS AND PROPOSED DISTRIBUTIONS

5.1 Statement of Receipts and Disbursements

- 5.1.2 A summary of the Receiver's Statement of Receipts and Disbursements for the period June 13, 2025 to April 29, 2026 (the "R&D") is attached hereto as Appendix G.
- 5.1.3 As noted in the R&D, receipts total \$67,478 relating to the funds the Receiver borrowed from Agriroots, along with interest income.
- 5.1.4 The Receiver has made disbursements of approximately \$65,646, primarily related to insuring and appraising the Real Property.
- 5.1.5 As at April 29, 2026, the Receiver has \$1,832 in its trust account.

5.2 Secured Creditors

- 5.2.1 Based on claims filed to date, the Company's books and records, the demand letters received from certain secured creditors, and a search conducted of *the Personal Property Security Act* ("PPSA"), the following is a summary of the various secured creditors and equipment lessors:

Creditor Name	Security	Estimated Outstanding Debt
Agriroots Diversified Lending Fund LP	General Security Agreement ("GSA"); Mortgage	\$6,034,125.87
Agriculture and Agri Foods Canada	Other	\$316,602.10
Phillips Family Trust	GSA	\$236,723.18
Joel Lebel	GSA	\$160,000.00
CRA		\$199,800.00
Tarbutt Township	Property tax	\$33,380.48
Laird Township	Property tax	\$2,194.42
PNC Vendor Finance Corporation	PMSI	\$0.00
Bodkin, a division of Bennington Financial	PMSI	Unknown

5.3 Distribution

- 5.3.1 As discussed above, the Security Opinion details that Agriroots is the first ranking secured creditor with security over all of the Debtor's assets and the Real Property.

- 5.3.2 The property taxes owing to the Township of Tarbutt and the Township of Laird will be paid on closing of the Transaction. As of April 17, 2026, a total of \$35,574.90 in property tax was owing on the Real Property.
- 5.3.3 There were no employees of the Company at the Date of Receivership, and as a result, there is no amount owing pursuant to s. 81.4 of the BIA.
- 5.3.4 As noted above, the Receiver has provided notice of the receivership proceedings to CRA. To date the Receiver has not received any deemed trust claims related to unremitted payroll source deductions and/or HST. On April 17, 2026, CRA verbally confirmed that the deemed trust property claim related to the payroll account was approximately \$65,000, while the HST deemed trust property claim was approximately \$20,000. The Receiver has proposed a holdback of \$100,000, included in the Receiver's Holdback (as defined below), to account for the future deemed trust claims of CRA.
- 5.3.5 As at September 15, 2025, the Debtor was indebted to Agriroots in the amount of approximately \$6,034,126 plus ongoing interest accrued thereafter (the "Agriroots Indebtedness").
- 5.3.6 With the exception of the potential deemed trust claims of CRA, the Receiver is not aware of any creditors ranking in priority to Agriroots (subject to the charges granted under the Receivership Order). Accordingly, subject to receiving the proceeds from the Transaction, the Receiver is proposing to make the following distributions (the "Proposed Distribution"):
- (a) the fees and costs of the Receiver and its counsel as detailed in Section 4.0;
 - (b) a holdback of \$150,000 (the "Receiver's Holdback") for ongoing costs of administration and to complete the Outstanding Matters (as defined below); and
 - (c) a distribution of the residual Transaction proceeds and any residual funds remaining from the Receiver's Holdback to Agriroots, not to exceed the Agriroots Indebtedness.

6.1 Discharge of Receiver

- 6.1.1 Following completion of the Transaction, the Receiver will have realized on all of the assets of the Debtor and will have substantially completed the administration of the estate, subject to completion of the Outstanding Matters as defined below.
- 6.1.2 The Receiver therefore respectfully requests that the receivership proceedings be terminated and the Receiver be discharged, subject to the Receiver performing the following (collectively, the "Outstanding Matters"):
- closing of the Transaction;
 - completing the Proposed Distributions as outlined in Section 5.0 of this First Report;
 - payment of CRA's property claim related to payroll and HST once determined;
 - filing the Receiver's final HST returns and collecting the resulting HST refunds and distributing same, along with the net balance of the Receiver's Holdback, if any, as outlined in this First Report; and
 - issuing the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA.
- 6.1.3 Upon completion of the Outstanding Matters, the Receiver will file a certificate with the Court confirming same (the "Certificate of Performance"), whereupon the termination of the receivership proceedings and the discharge of the Receiver, and the accompanying release of the Receiver, shall become effective. A copy of the Certificate of Performance is attached hereto as Appendix H.

7.1 The Receiver respectfully submits this First Report to the Court in support of the Receiver's motion to:

- approve the First Report and the activities of the Receiver as described herein;
- approve the Receiver's Sales Process as outlined herein;
- approve the proposed sale of the Real Property;
- approve the Proposed Distributions as outlined herein;
- approve the fees and disbursements of the Receiver and its counsel as described herein; and,
- approve the discharge of the Receiver.

All of which is respectfully submitted this 4th day of May, 2026.

BDO CANADA LIMITED
COURT-APPOINTED RECEIVER OF
NORTHORIZON FARMS INC., JONATHAN KARHI,
AND AMY KARHI



Per: _____
Robyn Duwyn CA, CPA, CIRP, LIT
Senior Vice President

APPENDIX A

Court File No.CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

(Court Seal)

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

Applicants

and

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
RSC 1985, c B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
RSO 1990, c.C43, AS AMENDED

AFFIDAVIT

I, Shawn Bustin, of the Municipality of Chatham, in the Municipality of Chatham-Kent,
MAKE OATH AND SAY:

1. I am the President of Agriroots Realty Inc. as general partner of Agriroots Diversified Lending Fund LP (“**Agriroots**” or the “**Lender**”), the applicant in this proceeding, and, as such, have knowledge of the matters contained in this affidavit. Unless I indicate to the contrary, these matters are within my own knowledge and are true. Where I have indicated that I have obtained facts from other sources, I have identified the source and believe those facts to be true.

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BACKGROUND

2. Jonathan Karhi and Amy Karhi are individuals residing in the Town of Desbarats in the Province of Ontario and are spouses of one another. Northorizon Holdings Inc. is a corporation incorporated pursuant to the laws of the Province of Ontario (collectively, the “Debtors”).

3. The Debtors own real property which is legally described as follows (identified by charges registered in favour of AgriRoots, as more particularly described below):

Under Mortgage AL241044 registered on December 22, 2021

Part N ½ of Lot 5, Concession 1 Tarbutt designated as Part 1, 1R-13402; Township of Tarbutt and Tarbutt Additional and having PIN 31467-0194 (LT) in Land Registry Office No. 01;

Under Mortgage AL241043 registered on December 22, 2021

LT 21 RCP H746; S/T T77061; Laird and having PIN 31470-0198 (LT) in Land Registry Office No 01 (Algoma); being known municipally as 4424 Highway 17 East, Echo Bay ON

PT LT 4 CON 6 Tarbutt Additional as in A2262 except LT22111, LT44422, LT44423, LT61108, PT 1 to 6 1R2302, PT 1 to 4 1R2461, PT 1 1R3572 and PTS 1 & @ 1R13484; S/T LT66841; Tarbutt and Tarbutt Addl and having PIN 31466-0809 (LT) in Land Registry Office No. 01; being known municipally as Desbarats ON

Under Mortgage AL241042 registered on December 22, 2021

PCL 765 SEC ALG; S ½ LT 5 Con 1 Tarbutt except LT58173; S/T LT19869, LT228351; Tarbutt and Tarbutt Addl and having a PIN 31467-0088 in Land Registry Office No 01 (Algoma); being known municipally as Main Farm, Desbarats ON

LT 14 RCP H746 save and except Parts 1 & 2 1R7853; Save and except PT 1 1R9551; Township of Laird and having PIN 31470-0374 (LT) in Land Registry Office No. 01 (Algoma)

LT 23 RCP H746; Laird and having PIN 31470-0208 (LT) in Land Registry Office No. 01 (Algoma) being known municipally as Echo Bay ON

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Lot 16 Registrar's compiled plan H755 except Part 1 1R1138 and Part 1 1R13333; Township of Laird and having PIN 31468-0530 in Land Registry Office No. 01 (Algoma) being known municipally as Desbarats

N ½ of Lot 5, Concession 1 Tarbutt; Except ROW of the Ontario and Sault Ste. Marie Railway across said half lot & Parts 1 & 2, 1R-10261; Save & Except Part 1, 1R-13402 Part 1 1R13660; Township of Tarbutt and Tarbutt Additional and having PIN 31467-0200 in Land Registry Office No. 01 (Algoma) being known municipally as Desbarats

PCL 663 SEC ALG; N ½ LT 4 Con 1 Tarbutt; Tarbutt and Tarbutt Addl and having PIN 31467-0087 in the Land Registry Office No. 01 (Algoma) being known municipally as Farm Desbarats

PCL 7388 SEC ACS; PT N1/2 LT 3 Con 1 Tarbutt PT 1 1R5352; Tarbutt and Tarbutt Addl and having PIN 31467-0062 being known municipally as Desbarats

PCL 1003 SEC ACS; W1/2 of S1/2 LT 4 Con 1 Tarbutt except ROW for the Ontario and Sault Ste. Marie railway; S/t LT228351; Tarbutt and Tarbutt Addl and having PIN 31467-0019 being known municipally as Farm Desbarats

PCL 1566 SEC ACS; E ½ of S ½ LT 4 Con 1 Tarbutt; S/T LT228105; Tarbutt and Tarbutt Addl and having PIN 31467-0028 being known municipally as Farm Desbarats

PCL 17 SEC ACS; PT S1/2 LT 3 Con 1 Tarbutt as in LT3557 Except PT 3, 1R10085; S/T LT228101; Tarbutt and Tarbutt Addl and having PIN 31467-0004 being known municipally as Farm Desbarats

PCL 4 SEC ACS; 2 ½ LT 3 Con 1 Tarbutt except LT3557, PT 1-3 1R2556, PT 4 1R9884 & PT 1, 2 & 4 1R10085; Tarbutt and Tarbutt Addl and having PIN 31467-0002 being known municipally as Farm Desbarats

PT LT 7 Con 6 Tarbutt Additional as in T451587 & T447239; Tarbutt and Tarbutt Addl and having PIN 31466-0708 being known municipally as 791 Mac Lennan Road, Desbarats

PCL 1150 SEC ALG; PT LT 4 Con 6 Tarbutt Additional as in A846 except LT11127, LT25513, PT 1 1R9612 & PT 2 to 4 1R10173; Tarbutt and Tarbutt Addl and having PIN 31466-0068 being known municipally as 3064 Government Road, Desbarats ON

PCL 899 SEC ACS; PT LT 4 Con 6 Tarbutt Additional as in LT11127; Caution: PT PCL Dealings may require consent pursuant to the provisions of The Planning Act; Tarbutt and Tarbutt Addl and having PIN 31466-0065 being known municipally as 3064 Government Road, Desbarats ON

PT LT 7 Con 5 Tarbutt Additional SRO as in T393557; Tarbutt and Tarbutt Addl and having PIN 31466-0733 being known municipally as Desbarats ON

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PT LT 7 Con 5 Tarbutt Additional as in T430935 except T833526 PT 2, PT 1 1R12029; S/T KC303; Tarbutt and Tarbutt Addl and having PIN 31466-0789 and being known municipally as Desbarats ON

PART OF LOT 6 Concession 6 Tarbutt Additional designated as Part 1, 1R-13374; Tarbutt and Tarbutt Addl and having PIN 31466-0806 and being known municipally as Desbarats ON

PCL 7918 SEC ACS; PT LT 5 Con 5 Tarbutt PT 3 1R6299; Tarbutt and Tarbutt Addl and having PIN 31466-0171 and being known municipally as Gagnon Pit, Desbarats; and

Under Mortgage AL241070 registered on December 22, 2021

PCL 856 SEC ACS; LT 7 Con 2 Tarbutt S/T LT19714, S/T LT113588; Tarbutt and Tarbutt Addl and having a PIN 31467-0017 in Land Registry Office No 01 (Algoma); being known municipally as Desbarats ON

(collectively, the “**Properties**”).

4. Over the course of time, the Debtors have obtained partial discharges with respect to some but not all of the Properties.

5. The Debtors operate a cash crop business from the premises and to my knowledge may also have livestock, including horses, dogs, bison, cattle and/or pigs. The individual Debtors occupied a residence at 2854 Government Road, Desbarats ON, but I understand that this property is in the process of being sold pursuant to power of sale proceedings instituted by a different lender. I understand that the Debtors may now reside at their original homestead at 3064 Government Road, Desbarats, ON.

AGRIROOTS LOANS

6. On or about December 2, 2021, Agriroots issued a Mortgage Loan Commitment to the Debtors whereby Agriroots committed to provide first mortgage financing to the Debtor with a face value of \$4,050,000.00. The Commitment was subsequently amended by way of a Mortgage Commitment Addendum, dated December 15, 2021 (the “**Commitment**”). The

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interest rate applicable was 11.50 per cent per annum, calculated monthly, and payments, as agreed between Xquisite, and the Debtor were to be as follows:

Monthly interest only payments of \$38,812.50 commencing on December 10, 2021.

Attached hereto as **Exhibit "A"** is a true copy of the Commitment.

Annexed hereto as **Exhibit "B"** is a true copy of the amendment to the Commitment.

7. The loan was further evidenced by a Promissory Note given to AgriRoots by Northhorizon in the amount of \$4,050,000.00. Annexed hereto as **Exhibit "C"** is a true copy of the note.

8. As security for this loan, the Debtors agreed to provide to Agriroots security over the Debtors' real property and personal property, farm equipment and livestock.

9. Agriroots made the advance of \$4,050,000.00 on the Loan on or about December 22, 2021.

AGRIROOTS SECURITY

10. As security for the Loan, the Debtors granted to Agriroots the following security:

(a) A Charge/Mortgage of Land securing repayment of the principal sum of \$4,860,000.00 which Charge was receipted as Instrument No. AL241044 on December 22, against the real property indexed in paragraph 3 above. Attached hereto as **Exhibit "D"** is a true copy of the said charge as registered.

(b) A Charge/Mortgage of Land securing repayment of the principal sum of \$4,860,000.00 which Charge was receipted as Instrument No. AL241043 on

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December 22, 2021 against the real property indexed in paragraph 3 above.

Attached hereto as **Exhibit “E”** is a true copy of the said charge as registered;

- (c) A Charge/Mortgage of Land securing repayment of the principal sum of \$4,860,000.00 which Charge was receipted as Instrument No. AL241042 on December 22, 2021 against the real property indexed in paragraph 3 above. Attached hereto as **Exhibit “F”** is a true copy of the said charge as registered

- (d) A Charge/Mortgage of Land securing repayment of the principal sum of \$350,000.00 which Charge was receipted as Instrument No. AL241070 on December 22, 2021 against the real property indexed in paragraph 3 above. Attached hereto as **Exhibit “G”** is a true copy of the said charge as registered.

(Exhibits “D” through “G” being the “**Charges**”)

- (e) General Security Agreements (“**GSAs**”) dated December 20, 2021, granting to Agriroots a security interest in all the undertaking of the Debtors, and all of its property both real and personal, as a general and continuing collateral security for payment of all then existing and future indebtedness and liability of the Debtors to Agriroots.

Attached hereto as **Exhibit “H”** is a true copy of the said General Security Agreement given by the individual debtors / guarantors.

Attached hereto as **Exhibit “I”** is a true copy of the General Security Agreement given by Northhorizon.

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DEFAULT AND DEMAND

11. As of February 19, 2025, \$5,468,514.06 was due and owing on the Loan, with continuing interest. Attached hereto as **Exhibit “J”** is a statement of account for the debt.

12. The Debtors have been in default since at least April, 2022, though the Debtors enjoyed a period of forbearance as set out below.

13. The Lender made demand on the Debtor and issued a Notice of Intention to Enforce Security (“**NITES**”) on September 9, 2024. Attached hereto as **Exhibit “K”** are copies of the demand and NITES, including a notice pursuant to section 244 of the *Bankruptcy and Insolvency Act*. The 10-day period stipulated under section 244 of the *Bankruptcy and Insolvency Act* expired on September 19, 2024.

14. I have caused my counsel to perform the following searches:

- (a) Personal Property Security Registry (attached hereto as **Exhibit “L”** is a true copy of the results of these searches);
- (b) *Bank Act* security registry (attached hereto as **Exhibit “M”** is a true copy of the results of this search); and
- (c) Parcel registers for property over which Agriroots maintains security (attached hereto as **Exhibit “N”** are true copies of the results of these searches).

APPOINTMENT OF THE RECEIVER

15. The Charges (Exhibit “D”, “E”, “F” and “G”) are all subject to Standard Charge Terms 201922 (“**SCT**”). Section 15 of the SCT provide that the Lender may appoint a Receiver upon default:

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Remedies - If you are in default in the payment, fulfillment, or performance of any of the Obligations, or you are otherwise in default under the Mortgage or the Loan Agreement, we shall have the following remedies which we can exercise from time to time, in whatever order we determine appropriate, and exercising one remedy shall not prevent us from exercising additional remedies or that remedy again:

...

Appoint a Receiver - We can appoint, in writing, a receiver (which includes a receiver and manager) to collect any income from and to manage your Property. The receiver will be your agent, not ours, and you alone will be responsible for any of the receiver's acts or omissions. We are not accountable for any moneys received by the receiver except to the extent that we actually receive any such moneys. The receiver may use every available remedy which we have under the Mortgage and under Applicable Law to sell your Property or any part or parts thereof, to collect the income from your Property, to take possession of the whole or part of your Property or any part or parts thereof, to manage your Property and to keep it in good condition.

Annexed hereto as **Exhibit "O"** is a true copy of the SCT.

16. Further, the General Security Agreements (Exhibits "G" and "H") held by the Lender give the Lender the right to appoint a Receiver upon default. Clause 5.01 of the General Security Agreement reads as follows:

... the Secured Party may appoint, by written instrument, a receiver or receiver and manager (each herein referred to as the "Receiver") of the Collateral (Which term when used in this Section will include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term "Secured Party" when used in this Section will include any Receiver so appointed and the agents, officers and employees of such Receiver; the Secured Party will not be in any way responsible for any misconduct or negligence of any such Receiver;

17. Lastly, the Debtors entered into a forbearance agreement with the Lender on May 30, 2023. That agreement reaffirmed the Lender's right to appoint a receiver. Annexed hereto as

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Exhibit "P" is a true copy of the forbearance agreement. The period of forbearance ended on December 31, 2023.

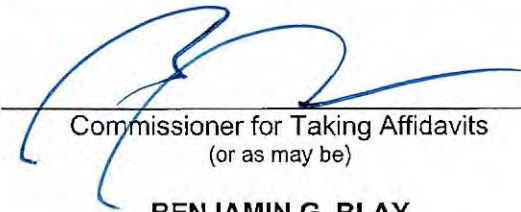
18. In addition to the contractual right to appoint a Receiver, I also believe the appointment of a Receiver is necessary for the preservation of the assets, the land and the equipment and will simplify the process of liquidating the property of the Debtor, in particular because of the need to realize on mobile personal property (e.g., equipment), growing crops, a residence occupied by the Debtors, and potentially livestock. A Receiver will be able to more effectively gather in, market and sell the assets than the Lender acting under a self-help remedy.

19. I therefore am of the view that the appointment of a Receiver is just and equitable in the circumstances.

20. Robyn Duwyn, a Licensed Insolvency Trustee with BDO Canada Limited ("**BDO**"), has consented to be appointed as Receiver should this Court grant an order appointing him. Attached hereto as **Exhibit "Q"** is a true copy of Mr. Duwyn's consent.

21. I swear this Affidavit in support of the Lender's motion appointing BDO as Receiver of the Debtors and for no other or improper purpose.

SWORN by Shawn Bustin of the Municipality of Chatham, in the Municipality of Chatham-Kent, before me at the City of London, in the Province of Ontario, on March 6, 2025 in accordance with O. Reg. 431/20, *T&P* Administering Oath or Declaration Remotely.


Commissioner for Taking Affidavits
(or as may be)

BENJAMIN G. BLAY
(LSO 62688Q)


SHAWN BUSTIN

APPENDIX B

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE
JUSTICE RASIAH

) FRIDAY, THE 13th
)
) DAY OF JUNE, 2025

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LENDING FUND LP

Applicants

and

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
RSC 1985, c B-3, AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
RSO 1990, c C 43, AS AMENDED

ORDER

(appointing Receiver)

THIS APPLICATION made by the Applicants for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO CANADA LIMITED as receiver (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI (collectively, the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 426 Queen St E, Sault Ste Marie, Ontario.

ON READING the affidavit of Shawn Bustin sworn March 7, 2025 and the Exhibits thereto and on hearing the submissions of counsel for the Applicants, no one appearing for Jonathan Karhi and Northhorizon Farms Inc., and on being advised of the consent of Jonathan Karhi and Northhorizon Farms Inc., and Amy Karhi not appearing, and on reading the consent Robyn Duwyn, CA, CPA, CIRP, LIT to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO CANADA LIMITED is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating

such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$75,000.00, provided that the aggregate consideration for all such transactions does not exceed \$200,000.00; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records,

or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by

the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

14. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal

information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

17. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to

the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Ontario Superior Court of Justice.

20. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

22. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

24. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/northhorizon-farms'.

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

27. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

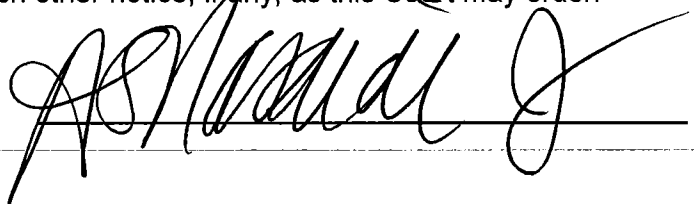
28. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in 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 courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this 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.

30. THIS COURT ORDERS that the Receiver be at liberty and is 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, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. THIS COURT ORDERS that the Plaintiff shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in black ink, appearing to read "AS M... J", is written over a horizontal line.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO CANADA LIMITED, the receiver (the "Receiver") of the assets, undertakings and properties of NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI (collectively, the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 4th day of April, 2025 (the "Order") made in an action having Court file number CV-25-00029832-0000, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the _____ day of each month after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

BDO CANADA LIMITED, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name: Robyn Duwyn

Title: Senior Vice-President

AGRIROOTS REALTY INC.
Applicant

-and-

NORTHORIZON FARMS ET AL.
Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE MARIE

ORDER

SCOTT PETRIE LLP
200 – 252 Pall Mall Street
London, ON N6A 5P6

Benjamin G. Blay (LSO# 62688Q)
Tel: 519-433-5310
Fax: 519-433-7909
bblay@scottpetrie.com

Lawyers for the applicants

APPENDIX C

Notice of Receiver
Subsection 245(1) of the Act
Form 87

In the matter of the receivership of the property of:

Northhorizon Farms Inc. (the "Company"), Jonathan Karhi and Amy Karhi

Take Notice that:

1. On the 13th day of June, 2025, the undersigned BDO Canada Limited ("BDO") became Receiver (the "Receiver") in respect of the property of Northhorizon Farms Inc. ("Company"), Jonathan Karhi and Amy Karhi, described below as:

I.	Real Property	Unknown
II.	Machinery and Equipment	Unknown
III.	All other assets, undertakings and properties	Unknown

- 2 The undersigned became Receiver in respect of the property described above by virtue of Order of the Ontario Superior Court of Justice. The Order was issued on June 13, 2025. A copy of the Appointment Order is attached herewith.
- 3 The undersigned has not taken possession and control of the property described above.
- 4 The following information relates to the receivership:

Address of Company :	3064 Government Road Sault Ste Marie, ON P0R 1E0
----------------------	---

Principal Business Operations:	Bison farm and cash crops
--------------------------------	---------------------------

- 5 The intended plan of action of the Receiver during the receivership is:

The Receiver will determine what, if any assets are owned by the Company and determine a plan for realization.

- 6 The parties below hold a security interest over the property of the Debtor:

Agriroots Diversified Lending Fund LP	\$5,468,000
City of Salut Ste Marie	Unknown

- 7 A list of unsecured creditors, if any, has not yet been obtained by the Receiver.

- 8 Contact person for the Receiver:

BDO Canada Limited
100-633 Colborne Street
London ON N6B 2V3

Attention: Maxine Finnegan
519-660-6540

Dated at London, Ontario this 17th day of June, 2025

BDO Canada Limited
Court Appointed Receiver of
Northorizon Farms Inc., Jonathan Karhi and Amy Karhi.

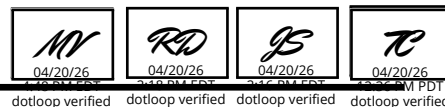
A handwritten signature in dark ink, appearing to read "Robyn Duwyn". The signature is fluid and cursive, with the first name "Robyn" and last name "Duwyn" clearly distinguishable.

Per: Robyn Duwyn, CPA, CA, CIRP
Senior Vice President

APPENDIX D

Confirmation of Co-operation and Representation

Buyer/Seller



BUYER: BIZHIKI-WIYAAS ENTERPRISES LTD & Cnossen Holsteins Ltd
SELLER: BDO Canada Limited, as Receiver

For the transaction on the property known as: 3064 Government RD Townships of Tarbutt, Laird, Desbarats, ON P0R1E0

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, landlord, lessor or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Trust in Real Estate Services Act, 2002 (TRESA).

1. SELLER BROKERAGE (Single Representation)

- a) ☒ The Seller Brokerage or a Designated Representative of the Seller Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ Neither the Seller Brokerage nor a Designated Representative of the Seller Brokerage is representing the Buyer and has not entered into a representation agreement with the Buyer.
 - 2) ☐ The Seller Brokerage or a Designated Representative of the Seller Brokerage is providing assistance to the Buyer and the Buyer is a self-represented party.
 - 3) ☐ The Seller client and Buyer client are each separately represented by different designated representatives of the same Brokerage and there is no multiple representation.

Additional comments and/or disclosures by Seller Brokerage:

2. SELLER BROKERAGE (Multiple Representation)

- a) ☐ The Seller Brokerage has entered into a Representation Agreement with the Buyer and there is Multiple Representation.
 b) ☐ The Designated Representative who represents the Seller also represents the Buyer and there is Multiple Representation.

Additional comments and/or disclosures by Seller Brokerage: (e.g., The Seller Brokerage represents more than one Buyer offering on this property.)

3. PROPERTY SOLD BY BUYER BROKERAGE

- a) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid by the Buyer directly.
 b) ☐ The Brokerage or a Designated Representative of the Brokerage represents the Buyer and the Brokerage will be paid according to the Commission Agreement entered into between the Buyer and the Seller.

4. CO-OPERATING BROKERAGE

- a) ☒ **CO-OPERATING BROKERAGE – REPRESENTATION:**
- 1) ☒ The Co-operating Brokerage or a Designated Representative of the Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ **CO-OPERATING BROKERAGE – COMMISSION:**
- 1) ☐ The Seller Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property in the amount of 2% + HST to be paid from the amount paid by the Seller to the Seller Brokerage.
 (Commission As Indicated In MLS® Information)
 - 2) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

04/16/26
3064

04/07/26
CO-OPERATING BUYER BROKERAGE

04/17/26
4 SELLER

04/17/26
SELLER BROKERAGE



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Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Seller Brokerage, then the agreement between Seller Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Seller Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 4 above. The Seller Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

Exit Realty True North
(Name of Co-operating/Buyer Brokerage)
207 Northern Ave E - Suite 1 SAULT STE. MARIE ON P6B4H9
Tel.: (705) 942-6500 Fax: (705) 942-6502

Meagan Vance
dotloop verified
04/07/26 1:39 PM EDT
M7CY-B7LC-YG1K-BZMB
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)
Meagan Vance
(Print Name of Salesperson/Broker/Broker of Record)

Royal LePage® Northern Advantage
(Name of Seller Brokerage)
1193 Richards Street Richards Landing ON P0R1J0
Tel.: (705) 246-3975 Fax:

Jonathan Stewart
dotloop verified
04/17/26 9:37 AM EDT
YNT7-QOYE-WYPN-BL3E
Jonathan Stewart
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION

The Buyer and Seller confirm that they have previously consented to Multiple Representation.
The Buyer and Seller consent with their initials Multiple Representation for this transaction.

 **INITIALS OF BUYER(S)**  **INITIALS OF SELLER(S)**

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Tom Child
dotloop verified
04/16/26 3:07 PM PDT
2UZU-JHSV-QAPW-LEMK
(Signature of Buyer) BIZHIKI-WIYYAAS ENTERPRISES LTD
(Signature of Buyer)

BDO Canada Limited as Receiver, Per Robyn Dunlop
dotloop verified
04/17/26 4:25 PM EDT
RQBD-HRC9-HWGP-V5JR
(Signature of Seller) BDO Canada Limited, as Receiver (Date)
(Signature of Seller) (Date)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 16th day of April, 2026

BETWEEN:

BDO CANADA LIMITED, in its capacity as Court-appointed receiver of the assets, undertakings and properties of Northhorizon Farms Inc, Jonathan Kalevi Karhi, Amy Katherine Karhi, and not in its personal or corporate capacity and without personal or corporate liability.

(the “**Vendor**”)

OF THE FIRST PART

- and -

BIZHIKI-WIIYAAS ENTERPRISES LTD

(the “**Purchaser**”)

OF THE SECOND PART

WHEREAS

- A. Pursuant to the Receivership Order, the Vendor was appointed receiver to, among other things, market and sell the Purchased Assets;
- B. Subject to the Court issuing the Approval and Vesting Order, the Purchaser has agreed to purchase from the Vendor, and the Vendor has agreed to sell to the Purchaser, the right, title, and interest of the Debtor in and to the Purchased Assets on the terms and conditions set out herein.

IN CONSIDERATION of the mutual agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the Vendor and the Purchaser, the Vendor and the Purchaser agree as follows:

1. **DEFINITIONS**

In this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- (a) **“Act”** means, for purposes of Section 19 hereof only, the *Excise Tax Act* (Canada);
- (b) **“Agreement”** means this agreement of purchase and sale, together with the attached schedules;
- (c) **“Approval and Vesting Order”** means an order of the Court substantially in the form of the template Approval and Vesting Order approving the transaction provided for in this Agreement and ordering that the Debtor’s right, title and interest in the Purchased Assets be vested in the Purchaser free and clear of encumbrances except for Permitted Encumbrances upon satisfaction by the Purchaser of its obligations under this Agreement, a draft of which is attached hereto at **Schedule “C”**;
- (d) **“Assignment of Contracts”** means an assignment and assumption of the right, title and interest and obligations of the Debtor in the Assumed Contracts to the Purchaser in the form mutually agreed upon between the Vendor and the Purchaser, each acting reasonably;
- (a) **“Assignment of Leases”** means an assignment and assumption agreement in respect of the Assumed Leases, including an indemnity by the Purchaser in favour of the Vendor in respect of all obligations arising prior to or after the Closing Date;
- (b) **“Assumed Contracts”** means the Contracts that are legally assignable by the Vendor and which the Purchaser agrees to assume on Closing, as set out in **Schedule “E”**;
- (c) **“Assumed Leases”** means the Leases that are legally assignable by the Vendor and which the Purchaser agrees to assume on Closing, as set out in **Schedule “F”**;
- (e) **“Buildings”** means the buildings situate on the Lands, including all improvements thereto and all fixtures forming a part thereof;
- (f) **“Business”** means the business formerly operated by the Debtor from the Lands;
- (g) **“Business Day”** means any day other than a Saturday or a Sunday or a statutory holiday in the Province of Ontario;
- (h) **“Chattels”** means the chattels and equipment owned by the Debtor located on, incorporated or situated in, on, around or upon any Buildings or upon the Lands, and includes all equipment, devices or any other chattels or other tangible personal property owned by the Debtor and located on the Lands or in any Buildings and used exclusively

in the operation and maintenance of the Lands, including, without limitation, the chattels listed in Schedule "D" attached hereto, but excluding any chattels and equipment owned by persons other than the Debtor;

- (i) **"Closing"** shall have the meaning ascribed to it in Section 9 hereof;
- (j) **"Closing Adjustments"** shall have the meaning ascribed to it in Section 7(a) hereof;
- (k) **"Closing Documents"** means the Vendor's closing deliveries and the Purchaser's Closing deliveries together as set forth in Sections 16 and 17 hereof;
- (l) **"Contracts"** means the full benefit and advantage of all contracts, agreements and entitlements of the Debtor related to the Lands;
- (m) **"Court"** means the Ontario Superior Court of Justice;
- (n) **"Damages"** shall have the meaning ascribed to it in Section 17(i) hereof;
- (o) **"Date of Closing"** shall have the meaning ascribed to it in Section 9 hereof;
- (p) **"Debtor"** means Northhorizon Farms Inc., Jonathan Kalevi Karhi, Amy Katherine Karhi, or any combination or group thereof, as may be applicable
- (q) **"Deposit"** shall have the meaning ascribed to it in Section 6(a) hereof;
- (r) **"DRA"** shall have the meaning ascribed to it in Section 10(a)(i) hereof;
- (s) **"Environmental Activity"** means any past or present activity, event or circumstance in respect of any Hazardous Materials, including its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation or its release, escape, leaching, dispersal, emission, discharge or migration into the natural environment, including movement through or in the air, soil, subsoil, surface water or ground water, or in indoor spaces;
- (t) **"Environmental Law"** means all applicable federal, provincial, municipal, and local laws, by-laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives, authorizations, rules, codes, permits, licenses, agreement, or other governmental restrictions having the force of law relating to the environment, occupational health and safety, health protection, Hazardous Materials, or any Environmental Activity, including, without limitation, the *Environmental Protection Act* (Ontario), as amended;
- (u) **"ETA Election"** shall have the meaning ascribed to it in Section 19(c) hereof;

- (v) **"Excluded Assets"** means the following assets, property, rights, and interests of the Debtor:
- (i) all cash on hand, bank deposits, guaranteed investment certificates, securities and other similar cash or cash equivalent items;
 - (ii) all notes receivable and other debts due or accruing due to the Debtor, whether or not related to the Business;
 - (iii) all prepaid expenses not related to the Business;
 - (iv) all income tax refunds, HST refunds and all other tax refunds and amounts that may be due to the Debtor from Canada Revenue Agency or any provincial tax authorities;
 - (v) all corporate records, minute books, tax records and returns, and other records having to do with the corporate organization of the Debtor;
 - (vi) any goods and chattels located on the Lands and owned by a third party; and
 - (vii) all information and materials in electronic and physical form of the Debtor not specifically related to or used in connection with the Business.
- (w) **"Government Authority"** means any person, body, department, bureau, agency, board, tribunal, commission, branch, or office of any federal, provincial, or municipal government having or claiming to have jurisdiction over part or all of the Purchased Assets, the transaction contemplated in this Agreement and/or one or both of the parties hereto and shall include a board or association of insurance underwriters;
- (x) **"Hazardous Materials"** means any substance, material, matter or thing defined or regulated by any Environmental Law, contaminants, pollutants, substances or materials that, when released to the natural environment, could cause, at some immediate or future time, harm or degradation to the natural environment or risk to human health, whether or not such contaminants, pollutants, substances or materials are or shall become prohibited, controlled or regulated by any Government Authority and any "contaminants", "dangerous substances", "hazardous materials", "hazardous substances", "hazardous wastes", "industrial wastes", "liquid wastes", "pollutants" and "toxic substances", all as defined in, referred to or contemplated in any Environmental Law and, not to limit the generality of the foregoing, includes asbestos, mould, urea formaldehyde foam insulation and mono- or poly-chlorinated biphenyl wastes;
- (y) **"HST"** shall have the meaning ascribed thereto in Section 19(a) hereof;

(z) **"ICA"** shall have the meaning ascribed thereto in Section 13(f) hereof;

(aa) **"Inventory"** means the inventory of the Debtor's Business;

(bb) **"Lands"** means the lands and premises municipally known as

, Ontario, as legally described on **Schedule "A"** hereto;

(cc) **"Leases"** means the full benefit and advantage of all premises leases or occupancy agreements related to the Lands;

(dd) **"Material Damage"** shall have the meaning ascribed to it in Section 11 hereof;

(ee) **"Permitted Encumbrances"** means the encumbrances listed in **Schedule "B"** hereof;

(ff) **"Purchase Price"** shall have the meaning ascribed thereto in Section 6 hereof;

(gg) **"Purchased Assets"** means, collectively:

- (i) The Lands;
- (ii) The Buildings;
- (iii) The Inventory;
- (iv) The Chattels;
- (v) The Assumed Contracts;
- (vi) The Assumed Leases.

and the interest of the Debtor in same;

(hh) **"Purchaser"** means BIZHIKI-WIIYAAS ENTERPRISES LTD _____;

(ii) **"Purchaser's Solicitor"** means SPADAFORA JOHNSON LEPORE LLP _____

(jj) **"Receivership Order"** means the order of the Honourable Justice Rasaiah dated the 13th day of June, 2025 in the receivership proceeding of the Debtor whereby the Vendor was appointed receiver of the assets, undertakings, and properties of the Debtor;

(kk) **"Registry Office"** shall have the meaning ascribed to it in Section 10(a) hereof;

- (ll) **“Tenants”** means persons having a right to possess or occupy any portion of the Property, now or hereafter, pursuant to a Lease.
- (mm) **“TERS”** shall have the meaning ascribed to it in Section 10(a) hereof;
- (nn) **“Vendor”** means BDO Canada Limited, in its capacity as Court-appointed receiver of the assets, undertakings and properties of the Debtor and not in its personal or corporate capacity and without personal or corporate liability; and
- (oo) **“Vendor’s Solicitors”** means the firm of Harrison Pensa LLP.

2. **SCHEDULES**

The following Schedule are appended to this Agreement:

Schedule “A”	Legal Description of Lands
Schedule “B”	Permitted Encumbrances
Schedule “C”	Approval and Vesting Order (Draft)
Schedule “D”	List of Chattels
Schedule “E”	Assumed Contracts
Schedule “F”	Assumed Leases

3. **NATURE OF TRANSACTION**

The Purchaser shall purchase, and the Vendor shall sell all of the right, title, and interest, if any, of the Debtor in the Purchased Assets, upon and subject to the terms of this Agreement.

4. **OBLIGATIONS EXCLUDED**

The Purchaser is not assuming and shall not be responsible for any liabilities or obligations of the Debtor other than those liabilities and obligations arising from the Purchased Assets and Assumed Contracts.

5. **EXCLUDED ASSETS**

(a) The Vendor is not selling, and the Purchaser is not purchasing the Excluded Assets, all of which are excluded from the Purchased Assets and the purchase and sale hereunder.

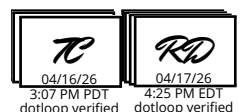
(b) If any of the Excluded Assets or any proceeds thereof shall at any time come into the possession of or under the control of the Purchaser, such assets and/or proceeds shall be held by the Purchaser, in trust for the benefit of the Vendor. Upon the Purchaser becoming aware that it has come into possession of such assets and/or proceeds, the Purchaser shall forthwith so advise the Vendor in writing of same and shall, if so, requested by the Vendor, account and deliver over to the Vendor, at the Vendor's cost, any such assets and/or proceeds.

6. **PURCHASE PRICE**

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets (the "**Purchase Price**") shall be the sum of [REDACTED] dollars [REDACTED]. The Purchase Price shall be paid, accounted for, and satisfied as follows:

(a) **Deposit**: The Vendor acknowledges receipt from the Purchaser prior to the date of this Agreement of a deposit in the principal amount of \$ [REDACTED] (the "**Deposit**"), which sum shall be held by the Vendor, in trust, as a deposit pending Closing or termination of this Agreement. Subject only to the terms of this Agreement, the Deposit is to be credited on account of the Purchase Price upon completion of the transaction contemplated in this Agreement. If this Agreement is not completed due to the Purchaser's default, then the Vendor, in addition to any other remedies that it may have, shall be entitled to retain the Deposit as liquidated damages and not as a penalty. If this Agreement is terminated for any reason whatsoever other than the default of the Purchaser, the Deposit shall be returned to the Purchaser forthwith, without interest or deduction, and the Purchaser shall have no recourse against the Vendor and this Agreement shall become null and void.

(b) **Balance Due at Closing**: the balance of the Purchase Price, net of the Deposit and subject to the adjustments contained in this Agreement, by payment at Closing to the Vendor by way of certified cheque, bank draft or wire transfer drawn upon one of Canada's chartered banks or other financial institution acceptable to the Vendor.



- (c) **Allocation**: the Purchase Price shall be allocated among the Purchased Assets as follows:

Lands and Buildings	\$	██████████
Inventory	\$	████
Chattels	\$	██████████████████
Assumed Contracts	\$	████
Assumed Leases	\$	████

7. **CLOSING AND POST-CLOSING ADJUSTMENTS**

- (a) **Closing Adjustments**: Adjustment shall be made, as of 12:01 a.m. on the Date of Closing, for realty taxes, local improvement rates, municipal/provincial levies and charges, water and assessment rates, utilities, fuel costs, and any other items which are usually adjusted in purchase transactions involving commercial properties in Ontario. The Date of Closing shall be for the account of the Purchaser. The Vendor shall not be required to re-adjust after closing any item on or omitted from the statement of adjustments. There shall be no adjustments nor liabilities for the account of the Vendor with respect to any cure costs for any Contracts or Leases which are not assignable or assigned, nor for any tenant deposits or pre-paid rent under the Assumed Leases.
- (b) **Reduction in Property Taxes**: The Purchaser acknowledges and agrees that the Vendor shall be entitled to the benefit of any reduction in the property taxes payable with respect to the Lands for the period prior to the Closing Date. To the extent that the Purchaser receives any amounts from the applicable municipality in respect of any reduction of property taxes relating to the period prior to the Date of Closing, the Purchaser shall forthwith forward such amounts to the Vendor.

8. **TERMS OF PURCHASE**

- (a) **"As Is, Where Is"**: The Purchaser acknowledges that the Vendor is selling and the Purchaser is purchasing the Purchased Assets on an "as is, where is" basis subject to whatever defects, conditions, impediments, Hazardous Materials or deficiencies which may exist on the Date of Closing, including, without limiting the generality of the foregoing, any latent or patent defects in the Purchased Assets and such defects as may be revealed in the Vendor's Deliveries. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not guarantee title to the Purchased Assets, that the Purchaser shall have conducted such inspections of the

condition and title to the Purchased Assets as it deems appropriate, and shall have satisfied itself regarding these matters. No representation, warranty or condition expressed or implied, statutory or non-statutory, oral or written has been or will be given by the Vendor as to title, encumbrances, description, fitness for any present or intended purpose or use, the existence or non-existence of Hazardous Materials, compliance or non-compliance with any Environmental Law, any Environmental Activity from, on or in relation to the Lands, the existence, state, nature, identity, extent or effect of any investigations, administrative orders, control orders, stop orders, compliance orders or any other orders, proceedings or actions under any Environmental Law in relation to the Lands, merchantability, condition, or quality, cost, state of repair, degree of maintenance, durability or in respect of any other matter or thing whatsoever concerning the Purchased Assets, or the right of the Vendor to sell same save and except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, all conditions, warranties, or representations expressed or implied pursuant to the *Sale of Goods Act* of Ontario do not apply hereto and have been waived by the Purchaser. The descriptions of the Purchased Assets contained in this Agreement are for the purposes of identification only and no representation, warranty or condition has or will be given by the Vendor concerning the accuracy of such descriptions. Any documentation, materials or information provided by the Vendor to the Purchaser regarding the Purchased Assets, or any part thereof, was provided solely for the convenience of the Purchaser and is not warranted or represented to be complete or accurate and does not form part of this Agreement. The Purchaser shall and shall be deemed to rely entirely on its own inspections and investigations concerning the Purchased Assets. The Purchaser acknowledges that its purchase of the Purchased Assets shall be entirely at the Purchaser's risk, that the Purchaser shall assume all liabilities, including environmental liabilities, and that the Purchaser shall have no recourse to the Vendor with respect to the environmental condition of the Lands and has satisfied itself with respect to same. If the Closing occurs, the Purchaser shall assume all risks relating to the physical condition of the Purchased Assets which existed on or prior to the Closing Date. Neither the Purchaser nor any permitted occupant of the Lands shall have any recourse to the Vendor because of the nature or condition of the Purchased Assets. This section shall not merge on Closing and is deemed incorporated by reference into all Closing documents and deliveries. The Purchaser further acknowledges that:

- (i) the Purchaser agrees to assume all Assumed Contracts and Assumed Leases on a without recourse basis and without any representations or warranties whatsoever on the part of the Vendor as to validity, authorization, execution, delivery, enforceability or any other matter except as specifically set out herein, and that the Purchaser has satisfied itself with respect to all such matters;

- (ii) without limiting the generality of the foregoing, the Purchaser acknowledges that the Lands forming part of the Purchased Assets may not meet applicable standards under Environmental Law. The Purchaser shall rely entirely on its own investigations and satisfy itself with respect to the environmental condition of the Lands, and acknowledges that the Vendor shall have no obligation whatsoever to remediate or otherwise bring the Lands into compliance with applicable Environmental Law.
 - (iii) the Vendor makes no representations or warranties, with respect to title in or to, and shall have no obligations whatsoever in respect of, the Inventory or Chattels, all of which shall be purchased by the Purchaser on an “as is, where is” basis.
- (b) **Title:** The Purchaser acknowledges that it shall, at its own expense, examine title to the Lands and satisfy itself as to the state thereof, satisfy itself as to outstanding work orders affecting the Lands, satisfy itself as to the use of the Lands being in accordance with applicable zoning requirements and satisfy itself that the Buildings may be insured to the satisfaction of the Purchaser. The Purchaser further acknowledges and agrees that notwithstanding any law whether statutory or otherwise to the contrary, the Purchaser has satisfied itself as to title and agrees that it has no right to submit requisitions: (i) in respect of the title and accepts same subject to the Permitted Encumbrances and the encumbrances to be extinguished pursuant to the Approval and Vesting Order; nor (ii) in respect of any zoning matter, land use, work orders or property standards compliance orders and the Purchaser shall accept title to the Property subject to the foregoing and shall satisfy itself as to compliance therewith. The Vendor shall not be required to furnish or produce any survey, abstract, deed, declaration or document or evidence of title except those in its possession.

9. **DATE OF CLOSING**

Subject to the provisions of Section 14 hereof, the transaction contemplated hereunder shall be completed (the moment of completion shall be referred to as “**Closing**”) on the first Business Day following the date upon which the time to appeal the Approval and Vesting Order has expired, or, in the event that an appeal from the Appeal and Vesting Order is filed, the first Business Day following the final dismissal of the appeal (the “**Date of Closing**”), unless the parties hereto otherwise agree to such other date in writing.

10. **ELECTRONIC REGISTRATION**

- (a) In the event that the electronic registration system (“**TERS**”) is operative in the relevant land registry office (the “**Registry Office**”), the following provisions shall apply:

- (i) The Purchaser shall be obliged to retain a solicitor who is an authorized TERS user, has the necessary computer facilities to complete the transaction via TERS and is in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction and shall authorize such solicitor to enter into the Vendor's Solicitor's standard form of escrow closing agreement or document registration agreement which will establish the procedures and timing for closing this transaction, provided they are in accordance with Law Society guidelines (the "**DRA**").
- (ii) The delivery and exchange of the closing documents:
 - (1) shall not occur contemporaneously with the registration of the Application for Vesting Order and other registerable documentation; and
 - (2) shall be governed by the DRA, pursuant to which the Vendor's Solicitors and Purchaser's Solicitor shall hold all closing documents in escrow and will not be entitled to release them except in strict accordance with the provisions of the DRA.
- (b) The Purchaser expressly acknowledges and agrees that the Vendor will not release the Receiver's Certificate confirming the effectiveness of the Approval and Vesting Order for until the balance of funds due on Closing, in accordance with the statement of adjustments, are remitted by personal delivery to the Vendor's Solicitors (or in such other manner as the Vendor or Vendor's Solicitors may direct).
- (c) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Vendor upon the Purchaser when the Vendor's Solicitors have:
 - (i) delivered to the Purchaser's Solicitor all closing documents required to be delivered by the Vendor to the Purchaser pursuant to Section 16 hereof;
 - (ii) advised the Purchaser's Solicitor in writing that the Vendor is ready, willing, and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) completed all steps required by TERS to complete this transaction that can be performed or undertaken by the Vendor's Solicitors without the cooperation or participation of the Purchaser's Solicitor, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Vendor's Solicitors,

without the necessity of personally attending upon the Purchaser or the Purchaser's Solicitor with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.

- (d) Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been made by the Purchaser upon the Vendor, when the Purchaser's Solicitor has:
- (i) delivered to the Vendor's Solicitor the balance due at Closing and all Closing Documents required to be delivered by the Purchaser to the Vendor pursuant to Section 17 hereof;
 - (ii) advised the Vendor's Solicitors in writing that the Purchaser is ready, willing, and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) completed all steps required by TERS to complete this transaction that can be performed or undertaken by the Purchaser's Solicitor without the cooperation or participation of the Vendor's Solicitors, and specifically when the "completeness signatory" for the Application for Vesting Order has been electronically "signed" by the Purchaser's Solicitor,

without the necessity of personally attending upon the Vendor or the Vendor's Solicitors with the closing documents, and without any requirement to have an independent witness evidencing the foregoing.

- (e) If through no fault of the Purchaser's Solicitor or the Vendor's Solicitors TERS is unavailable on the Closing Date, such that the Purchaser's Solicitor is unable to register the Application for Vesting Order, then the transaction contemplated by this Agreement shall be completed in escrow in accordance with the terms of the DRA which shall apply until such time as TERS becomes available. Upon TERS becoming available, the Vendor's Solicitors shall advise the Purchaser's Solicitor forthwith and the parties shall arrange to complete the registration of the Application for Vesting Order as expeditiously as possible, whereupon the escrow shall be released.

In the event of any conflict or inconsistency between the terms of this Section 10 and the terms of the DRA, the terms of this Section 10 shall prevail.

11. PRE-CLOSING RISK AND POST-DAMAGE ENTITLEMENTS

The Purchased Assets are and shall remain at the Vendor's risk until Closing. In the event of damage to the Purchased Assets prior to the Closing Date, in excess of two hundred and fifty thousand (\$250,000) Dollars, as determined by an independent third party expert appointed by

the Vendor ("**Material Damage**"), the Purchaser may, at its option: (a) complete the transaction contemplated by this Agreement without reduction of the Purchase Price, in which event all proceeds of insurance or compensation shall be payable to the Purchaser; or (b) rescind this Agreement, and the parties hereto shall have no further rights and remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without interest or deduction, and the Purchaser shall not be entitled to any other compensation of any kind whatsoever with respect to the failure to close as a result of such loss or damage. The Vendor shall use its best efforts to advise the Purchaser, in writing, within twenty-four (24) hours of the Vendor learning of any Material Damage to the Purchased Assets. The Purchaser shall have five (5) days, or such longer period as the Vendor in its sole and absolute discretion may agree to in writing, from delivery of such notice to advise the Vendor in writing as to its election, if any. In the event that the Purchaser fails to notify the Vendor in writing as to its election within the prescribed time period, the Vendor may terminate this Agreement immediately by providing written notice to the Purchaser and the parties hereto shall have no further rights and remedies against each other and the Deposit shall be returned to the Purchaser forthwith, without deduction, failing which, the Purchaser shall be deemed to have elected to complete the transaction in accordance with subparagraph (a) above.

12. **VENDOR'S REPRESENTATIONS AND WARRANTIES**

The Vendor represents and warrants to the Purchaser that, as at the date hereof and as of the Closing Date:

- (a) **Non-Residency**: The Vendor is not now and does not intend to become, prior to Closing, a non-resident of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and the Vendor is not now and does not intend to become, prior to Closing, an agent, or a trustee of such non-resident;
- (b) **Receivership Order**: The Receivership Order is in full force and effect; and

13. **PURCHASER'S REPRESENTATIONS AND WARRANTIES**

The Purchaser represents and warrants to the Vendor that, as at the date hereof and as of the Closing Date:

- (a) **Corporate Matters Regarding Purchaser**: the Purchaser is a corporation duly incorporated, organized and validly subsisting under the laws of Ontario and has all requisite corporate power, authority and capacity to execute and deliver and to perform each of its obligations pursuant to this Agreement; neither the execution of this Agreement nor the performance (such performance shall include, without limitation, the exercise of any of the Purchaser's rights and compliance with each of the Purchaser's obligations hereunder) by the Purchaser of the transaction contemplated hereunder will violate:

- (i) the Purchaser's articles of incorporation and by-laws;
- (ii) any agreement to which the Purchaser is bound or is a party;
- (iii) any judgement or order of a court of competent authority or any Government Authority; or
- (iv) any applicable law;

and the Purchaser has duly taken, or has caused to be taken, all requisite corporate action required to be taken by it to authorize the execution and delivery of this Agreement and the performance of each of its obligations hereunder;

- (b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid, and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms;
- (c) there are no orders or proceedings pending before any Government Authority, or threatened to be brought by or before any Government Authority by or against the Purchaser, affecting the legality, validity or enforceability of this Agreement or the consummation of the transaction contemplated hereby by the Purchaser;
- (d) the Purchaser has made adequate arrangements to have sufficient funds available to satisfy its obligations to pay the cash portion of the Purchase Price to the Vendor on Closing;
- (e) the Purchaser will be responsible for and will remit to or reimburse, as applicable, all taxes, including (without limitation) land transfer tax, levies or the like that arise from the sale of the Purchased Assets unless otherwise specified in this Agreement;
- (f) **Investment Canada Act (Canada)**: either (i) the Purchaser is not a "non-Canadian", as defined in the *Investment Canada Act (Canada)* ("**ICA**"); or (ii) if the Purchaser is a "non-Canadian", this transaction is not a reviewable transaction under the ICA, or, if applicable, the Purchaser is a non-Canadian for the purpose of the ICA and will within three (3) Business Days of the execution of this Agreement submit to Investment Canada a fully completed Application for Review with respect to the transaction contemplated in this Agreement and will use its best efforts to obtain Investment Canada Approval within ten (10) days thereafter.
- (g) the Purchaser acknowledges that it is responsible for conducting its own searches and investigations of the current and past uses of the Purchased Assets;

- (h) the Purchaser acknowledges the Vendor makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Purchased Assets is or will be lawful or permitted;
- (i) the Purchaser is satisfied with the Purchased Assets and all matters and things connected therewith or in any way related thereto;
- (j) the Purchaser is relying entirely upon its own investigations and inspections in entering into this Agreement;
- (k) **Brokers:** The Purchaser has not engaged any broker or other agent in connection with the transaction provided for in this Agreement and, accordingly, there is no commission, fee, or other remuneration payable to any broker or agent who purports or may purport to have acted for the Purchaser;
- (l) **HST Registration:** The Purchaser shall be registered for the purposes of the ETA prior to the Closing and shall provide its registration number to the Vendor on or prior to the Closing.

The Purchaser shall promptly deliver to the Vendor written notice specifying the occurrence or likely occurrence of any event which may result in any of the Purchaser's representations and warranties contained in this Agreement not continuing to be true as at Closing.

14. **CONDITIONS OF CLOSING IN FAVOUR OF THE VENDOR**

- (a) The Vendor's obligations contained in this Agreement shall be subject to the fulfilment at or prior to Closing, of each of the following conditions:
 - (i) **Representations and Warranties:** Each of the Purchaser's representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;
 - (ii) **Covenants/Agreements:** The Purchaser shall have complied with each, and every covenant/agreement made by it herein and required to be completed at or prior to Closing;
 - (iii) **No Legal Action:** no action or proceeding shall be pending or threatened by any person to enjoin, restrict, or prohibit the completion of the transaction contemplated by this Agreement or the right of the Purchaser to own the Purchased Assets after the time of Closing and no Order restraining or prohibiting Closing shall have been made by the Court.

- (v) **Approval and Vesting Order:** The Vendor shall have obtained the Approval and Vesting Order.
- (vi) **No Stay or Appeal:** The Approval and Vesting Order shall not have been stayed, varied, or vacated and shall be in full force and effect and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding; and
- (vii) **Corporate Steps and Proceedings:** all necessary corporate steps and proceedings shall have been taken by the Purchaser to permit the Purchaser's execution of this Agreement and performance of each of the Purchaser's obligations hereunder.

For greater certainty, each of the conditions contained in this Section 14(a) have been inserted for the benefit of the Vendor.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled the condition contained in Section 14(a)(v) and the Purchaser covenants to use its reasonable commercial efforts to fulfil or cause to be fulfilled the conditions contained in Section 14 hereof prior to Closing which are under the Purchaser's control.
- (c) In the event that any of the foregoing conditions shall not be fulfilled, in whole or in part, at or prior to Closing, the Vendor may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Purchaser without penalty or liability whatsoever to the Vendor, subject to the provisions of Section 6(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from its obligations and liabilities hereunder.

15. **CONDITIONS OF CLOSING IN FAVOUR OF THE PURCHASER**

- (a) The Purchaser's obligations contained in this Agreement shall be subject to the fulfilment, at or prior to Closing, of each of the following conditions:
 - (i) **Representations and Warranties:** each of the Vendor's representations and warranties contained in this Agreement shall be true at and as of the date hereof and each of such representations and warranties shall continue to be true as at Closing;
 - (ii) **Covenants/Agreements:** The Vendor shall have complied with each, and every covenant/agreement made by it herein and required to be completed at or prior to Closing;

- (iii) **No Legal Action:** no action or proceeding shall be pending or threatened by any person to enjoin, restrict, or prohibit the completion of the transaction contemplated by this Agreement or the right of the Purchaser to own the Purchased Assets after the time of Closing and no Order restraining or prohibiting Closing shall have been made by the Court; and
- (iv) **Approval and Vesting Order:** The Purchaser shall have obtained the Approval and Vesting Order; and
- (v) **No Stay or Appeal:** The Approval and Vesting Order shall not have been stayed, varied, or vacated and shall be in full force and effect and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding.

For greater certainty, each of the conditions contained in this Section 15(a) have been inserted for the benefit of the Purchaser.

- (b) The Vendor covenants to use reasonable commercial efforts to fulfil or cause to be fulfilled all the conditions contained in section 15 which are under the Vendor's control.
- (c) In the event that any of the foregoing conditions shall not be fulfilled at or prior to Closing, the Purchaser may, in its absolute and unfettered discretion, terminate this Agreement by written notice to the Vendor without any penalty or liability whatsoever to the Purchaser, subject to the provisions of Section 6(a) hereof with respect to the Deposit, and otherwise without cost or other compensation and each of the Vendor and the Purchaser shall be released from all other obligations hereunder.

16. **VENDOR'S CLOSING DELIVERIES**

The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at Closing or on such other date expressly provided herein:

- (a) **Approval and Vesting Order:** A copy of the issued and entered Approval and Vesting Order;
- (b) **Statement of Adjustments:** a statement of adjustments prepared in accordance with Section 7 hereof, to be delivered not less than two (2) Business Days prior to Closing;
- (c) **Vendor's Certificate:** The Vendor's Certificate setting out that each of the Vendor's representations and warranties contained in this Agreement are true as of Closing and that each of the conditions in section 14 have been fulfilled, performed, or waived as of the Time of Closing;

- (d) **Assignment of Contracts**: an assignment and assumption agreement in respect of the Assumed Contracts;
- (e) **Assignment of Leases**: an assignment and assumption agreement in respect of the Assumed Leases along with a notice to Tenants advising of the sale of the Purchased Assets and directing that all amounts payable under the Leases after Closing be paid to the Purchaser or as the Purchaser directs;
- (f) **Direction Regarding Funds**: a direction from the Vendor designating the party or parties to which the balance of the Purchase Price described in Subsection 9(b)hereof shall be paid; in the event that the Vendor designates more than one party then it shall also designate amounts payable to each of the parties;
- (g) **Keys, etc.**: all keys, security cards and access codes for the Buildings in the Vendor's possession, if any;
- (h) **Receiver's Certificate**: The Receiver's Certificate as provided for in the Approval and Vesting Order;
- (i) **Certificate Re: Appeals**: a certificate of the Vendor certifying that except as disclosed in the Certificate, the Vendor has not been served with any notice of appeal with respect to the Receivership Order or the Approval and Vesting Order, or any notice of any application, motion or proceeding seeking to set aside or vary the Receivership Order or Approval and Vesting Order or to enjoin, restrict or prohibit the transaction provided for in this Agreement.
- (j) **Non-Residence Certificate**: The Vendor's certificate setting out that the Vendor is not a "non-resident" of Canada within the meaning and purpose of Section 116 of the *Income Tax Act* (Canada) and is not the agent nor trustee of a "non-resident";
- (k) **Receipt**: a receipt from the Vendor for the Purchase Price; and
- (l) **Further Documentation**: such further documentation relating to the completion of this Agreement as may be reasonably required by the Purchaser or the Purchaser's Solicitor, provided that such further documentation is in a form satisfactory to the Vendor, taking into consideration the fact that the Vendor is selling the Purchased Assets as Receiver.

17. **PURCHASER'S CLOSING DELIVERIES**

The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or prior to Closing:

- (a) **Undertaking To Re-Adjust**: the Purchaser's undertaking to re-adjust any item on or omitted from the statement of adjustments, subject to the limitation contained in Subsection 7(a) hereof;
- (b) **Purchaser's Certificate**: the Purchaser's certificate setting out that each of the Purchaser's representations and warranties contained in this Agreement are true as at Closing and that each of the conditions in section 15 have been fulfilled, performed, or waived as of the Time of Closing;
- (c) **Directors' Resolution**: a certified copy of a resolution of the board of directors of the Purchaser authorizing the execution of this Agreement and performance of each of the Purchaser's obligations hereunder;
- (d) **Property Tax Reduction**: such directions, acknowledgments and other documents as may be necessary or desirable to ensure that the benefit of any reduction in the property taxes payable with respect to the Lands for the period prior to the Closing Date is received by the Vendor;
- (e) **Taxes**: payment or evidence of payment of applicable federal and provincial taxes or alternatively, the ETA Election, if applicable, or appropriate self-assessment or exemption documentation;
- (f) **HST Indemnity**: the indemnity provided for under Subsection 19(d) hereof;
- (g) **Direction re Title**: provided that the Vendor has consented to an assignment of this Agreement in accordance with Section 38 hereof, a direction from the Purchaser designating the transferee(s) in the Approval and Vesting Order along with an assignment and assumption of this Agreement whereby the assignee agrees to assume all of the Purchaser's obligations and liabilities hereunder as if it were the original purchaser party to this Agreement (required only in the event that the Approval and Vesting Order is to be inscribed in favour of a person/entity other than the Purchaser);
- (a) **Assignment of Contracts**: an assignment and assumption agreement in respect of the Assumed Contracts;
- (b) **Assignment of Leases**: an assignment and assumption agreement in respect of the Assumed Leases;
- (c) **Certificate of Incumbency**: a certificate of incumbency setting out the names and specimen signatures of each of the directors and officers of the Purchaser;
- (d) **Environmental Indemnity**: an environmental indemnity indemnifying and holding the Vendor harmless from any and all damages, claims, actions, losses, costs, liabilities or

expenses (collectively “**Damages**”) suffered or incurred by the Vendor, directly or indirectly, whether caused by negligence, wilful misconduct or other acts or omissions of the Vendor, including non-compliance with applicable Environmental Law, as a result of or in connection with any of the following, and without restricting the generality of the foregoing, which include Damages incurred in addressing an administrative order by a Government Authority or in addressing a notice, investigation or other process which could reasonably be anticipated to result in such an order:

- (i) the presence or release of any Hazardous Materials in, on or under the Lands or the threat of a release;
 - (ii) the presence of any Hazardous Materials in, on or under properties adjoining or proximate to the Lands;
 - (iii) any other environmental matters relating to the Lands;
 - (iv) the breach by the Purchaser or those for whom it is responsible at law of any Environmental Law applicable to the Lands; or,
 - (v) the release or threatened release of any Hazardous Materials owned, managed, generated, disposed of, controlled, or transported by or on behalf of the Purchaser.
- (e) **Balance Due at Closing**: the balance of the Purchase Price described in Subsection 6(b) hereof; and
- (f) **Further Documentation**: any other documentation relative to the completion of this Agreement as may reasonably be required by the Vendor or the Vendor’s Solicitors.

18. **PLANNING ACT (ONTARIO)**

The Purchaser acknowledges that the parcels forming the Lands may have merged pursuant Part VI of the *Planning Act* (Ontario), and that the Vendor has no obligation to seek any form of consent, validation, rectification, or any other form of relief at law or equity in relation to such merger, which shall be the Purchaser’s sole obligation.

This Agreement shall be effective to create an interest in the Buildings or Lands for the Purchaser only if Part VI of the *Planning Act* (Ontario) is complied with prior to Closing or if a Court orders the completion of the Transaction notwithstanding what would otherwise be non-compliance with Part VI of the *Planning Act* (Ontario).

19. **HARMONIZED GOODS AND SERVICES TAX**

- (a) **Application of HST to this Agreement:** If the transaction contemplated hereunder shall be subject to Harmonized sales tax (“HST”) levied pursuant to the Act, then HST shall be in addition to and not included in the Purchase Price, shall be payable by the Purchaser and shall be collected and remitted in accordance with the Act.
- (b) **HST Registration:** The Purchaser is registered for the purposes of the Act, and its HST number is 72595 5769 RT0001 or shall be registered as of Closing.
- (c) **Self-Assessment:** If part or all the said transaction is subject to HST then, where applicable, the Purchaser shall have the option of furnishing the Vendor with appropriate exemption certificates and/or self-assessment indemnification documentation in form satisfactory to the Vendor. If available, the Vendor agrees to execute an election pursuant to s. 167(1) of the Act to have the sale of the Purchased Assets take place without the requirement for the collection or remittance of HST to the extent possible (the “ETA Election”). In such case, the Purchaser agrees to file such election in accordance with the provisions of the Act.
- (d) **HST Indemnity:** The Purchaser shall indemnify and save harmless the Vendor from all claims, liabilities, penalties, interest, costs, and legal and other expenses incurred, directly or indirectly, in connection with the assessment of HST payable in respect of the transaction contemplated hereunder.

20. **POSSESSION**

The Vendor shall remain in possession of the Purchased Assets until the time of Closing. Upon the completion of the transaction, the Vendor shall yield up possession of the Purchased Assets to the Purchaser and the Purchaser shall take possession of the Purchased Assets where situate. Title to the Purchased Assets shall not pass to the Purchaser until the completion of the transaction provided for herein and the Receiver’s Certificate has been delivered to the Purchaser. The Vendor shall be entitled, but shall not be obligated, to remove from the buildings any chattels, books, records, documents, or other personal property situate in the buildings which does not form part of the Purchased Assets. Any original books and records of the Debtors which remain on the Lands at Closing shall be retained by the Purchaser and made available to the Vendor for inspection for a period of six (6) years after the Date of Closing or such longer period as may be required by applicable laws.

21. **NOTICE**

Any notice given hereunder shall be in writing and delivered or communicated by facsimile or electronic transmission to:

in the case of the Purchaser to:

(a) In the case of the Purchaser:

Meagan Vance
EXIT Realty True North
207 Northern Ave
Sault Ste Marie ON

Phone: 705-942-6500 (office)
705-941-1545 cell

Meagan@Exitrealtytruenorth.com

and with a copy to the Purchaser's Solicitor:

SPADAFORA JOHNSON LEPORE LLP
747 QUEEN STREET EAST
SUITE 202
SAULT STE MARIE ON
P6A 2A8
705 949 7790

and in the case of the Vendor to:

BDO Canada Limited
in its capacity as
Court-Appointed Receiver of
Northhorizon Farms Inc.
Attention: Robyn Duwyn
Email: rduwyn@bdo.ca

—

with a copy to the Vendor's Solicitors at:

Harrison Pensa LLP

1101-130 Dufferin Ave.
London, ON N6A5R2

Attention: Melinda Vine
Email: mvine@harrisonpensa.com
Tel: 519-854-6021
Fax: 519-667-3362

Such notice shall be deemed to have been delivered upon delivery or communicated upon transmission unless such notice is delivered or transmitted outside of usual business hours, in which event the notice shall be deemed to have been delivered or transmitted on the next Business Day. A party may change its address and/or telecopier machine number by providing notice in accordance with this Section 21.

22. **WAIVER OF CONDITIONS**

Except as otherwise provided in this Agreement, all conditions contained herein have been inserted for the benefit of either the Vendor or the Purchaser, as indicated, and are conditions of the obligations of such party to complete the transaction contemplated hereunder at Closing and are not conditions precedent of this Agreement. Any one or more of the said conditions may be waived, in writing, in whole or in part, by the benefiting party without prejudice to the benefiting party's right of termination in the event of the non-fulfilment of any other condition, and, if so waived, this Agreement shall be read exclusive of the said condition or conditions so waived. For greater certainty, the closing of the transaction contemplated hereunder by a party hereof shall be deemed to be a waiver by such party of compliance with any condition inserted for its benefit and not satisfied at Closing.

23. **SEVERABILITY**

If any provision contained in this Agreement or the application thereof to any person/entity or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such provision to persons/entities or circumstances other than those to whom/which it is held invalid or unenforceable, shall not be affected thereby and each provision contained in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

24. **DIVISION/HEADINGS**

The division of this Agreement into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

25. ENTIRE AGREEMENT

This Agreement and the schedules attached hereto constitute the entire agreement between the Vendor and the Purchaser in respect of the Purchased Assets. Each of the parties acknowledges that, except as contained in this Agreement, there is no representation, warranty, collateral agreement, or condition (whether a direct or collateral condition or an express or implied condition) which induced it to enter into this Agreement.

26. CUMULATIVE REMEDIES

No remedy conferred upon or reserved to one or both of the parties hereto is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy conferred upon or reserved hereunder, whether such remedy shall be existing or hereafter existing, and whether such remedy shall become available under common law, equity, or statute.

27. INTERPRETATION

This Agreement shall be read with all changes of gender and number as required by the context.

28. REFERENCES TO STATUTES

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section or sections, paragraph, or paragraphs and/or clause or clauses of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

29. TIME OF ESSENCE

Time shall in all respects be of the essence hereof provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by the Vendor and the Purchaser or their respective solicitors who are hereby expressly appointed for that purpose.

30. CANADIAN FUNDS

All references to dollar amounts contained in this Agreement shall be deemed to refer to Canadian funds.

31. **TENDER**

Any tender of notices, documents and/or monies hereunder may be made upon the Vendor or the Purchaser or their respective solicitors. Monies may be tendered by a negotiable cheque certified by a Canadian chartered bank or by an official bank draft drawn upon one of Canada's five largest chartered banks.

32. **FURTHER ASSURANCES**

Except as otherwise expressed herein to the contrary, each party shall, without receiving additional consideration, therefore, co-operate with and take such additional actions as may be requested by the other party, acting reasonably, in order to carry out the purpose and intent of this Agreement. Provided that upon the discharge of the Vendor as receiver, the Vendor's obligation under this paragraph shall be at an end and the Vendor shall have no continuing obligation under this paragraph.

33. **CONFIDENTIALITY**

The Purchaser and its agents, advisors and authorized representatives shall maintain in strict confidence, until closing, all information and materials delivered or made available pursuant to this Agreement, except as may reasonably be disclosed by the Purchaser:

- (a) to facilitate the procurement of financing for the Purchased Assets;
- (b) to enforce any of its rights/remedies hereunder;
- (c) to enforce any of its other rights/remedies, if any, pursuant to common law, equity, or statute; or
- (d) to comply with laws requiring disclosure.

If the transaction contemplated in this Agreement is, for any reason whatsoever, not completed, then the Purchaser shall, upon request from the Vendor, promptly return to the Vendor all materials delivered hereunder and deliver to the Vendor all copies of materials made available hereunder.

34. **NON-BUSINESS DAYS**

In the event that any date specified, or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

35. **DOCUMENTATION PREPARATION AND REGISTRATION**

The Purchaser shall prepare or cause to be prepared the land transfer tax affidavit to be attached to the Application for Vesting Order. Each of the parties shall deliver draft documentation to the other not less than five (5) Business Days prior to Closing. Except as otherwise expressly provided in this Agreement, all such documentation shall be in form and have substance satisfactory to the Vendor and the Purchaser, acting reasonably. The Purchaser shall be responsible for and pay all registration costs incurred in connection with the transaction contemplated in this Agreement. Except as otherwise expressly provided in this Agreement, each of the Vendor and the Purchaser shall be responsible for and pay all legal and other professional/consultant fees and disbursements incurred by it, directly or indirectly, in connection with this Agreement.

36. **LAND TRANSFER TAXES AND SALES TAXES**

The Purchaser shall pay on or prior to Closing all applicable federal and provincial taxes exigible in connection with the transaction hereunder including, without limitation, HST and land transfer taxes (as required pursuant to the *Land Transfer Tax Act* (Ontario)).

37. **GOVERNING LAWS**

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws in effect within the Province of Ontario and each of the parties irrevocably attains to the Courts of the Province of Ontario.

38. **ASSIGNMENT AND ENUREMENT**

The Purchaser shall not assign part or all its interest under this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily withheld. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

39. **NON-REGISTRATION OF AGREEMENT**

The Purchaser acknowledges that this Agreement is personal to the Purchaser and that this Agreement, or any monies paid hereunder do not create an interest in the Lands and the Purchaser further acknowledges that upon any breach of this Agreement by the Vendor, the Purchaser has an adequate remedy in damages. The Purchaser agrees that it will not register or cause or permit to be registered this Agreement and that no reference to or notice of it or any caution, certificate of pending litigation or other similar court process in respect thereof shall be registered on title to the Lands, and the Purchaser shall be deemed to be in default under this Agreement if it makes any registration or causes or permits any registration to be made on title to the Lands prior to the Date of Closing.

40. **VENDOR'S CAPACITY**

It is acknowledged by the Purchaser that the Vendor is entering into this Agreement solely in its capacity as Court-appointed receiver of the Purchased Assets pursuant to the Receivership Order and that the Vendor shall have no personal or corporate liability under or because of this Agreement. Any claim against the Vendor shall be limited to and only enforceable against the property and assets then held by or available to it in its capacity as receiver of the Debtors and the Purchased Assets and shall not apply to its personal property and other assets held by it in any other capacity. The term "Vendor" as used in this Agreement shall have no inference or reference to the present registered owner of the Purchased Assets.

41. **FURTHER ASSURANCES**

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time after Closing at the expense of the requesting party for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Provided that upon the discharge of the Vendor as receiver, the Vendor's obligations under this paragraph shall be at an end and neither the Vendor nor msi Spergel Inc. shall have any continuing obligation under this paragraph.

42. **WAIVER, AMENDMENT**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

43. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

44. **COUNTERPARTS**

This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document and will become effective when one or more counterparts have been signed by all the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be

deemed to be dated the reference date set out above and accepted on the date of the last signature, and only one of which need be produced for any purpose.

45.

TIME FOR ACCEPTANCE


04/17/26
4:25 PM EDT
dotloop verified


04/17/26
3:18 PM PDT
dotloop verified


04/17/26
4:25 PM EDT
dotloop verified


04/17/26
3:18 PM PDT
dotloop verified

The offer to purchase comprising this Agreement shall be irrevocable by the Vendor and open for acceptance by the Purchaser until 5:00 o'clock p.m. on the 18th day of April, 2026 after which time, if not accepted and notice of such acceptance communicated to the Purchaser, then the said offer to purchase shall be null and void and of no further force and effect. This Agreement may be accepted by giving a copy thereof to the Purchaser with the Vendor's acceptance endorsed thereon personally or by facsimile or other electronic transmission. If accepted prior to the expiration hereof, this Agreement shall constitute a binding contract between the parties to purchase and sell the Purchased Assets on the terms and conditions set forth herein and is not subject to any conditions precedent.

DATED _____, Ontario as of the date first mentioned above.

By:


dotloop verified
04/16/26 3:07 PM PDT
WH7J-MRQI-D9LJ-LIRA

Name: BIZHIKI-WIIYAAS ENTERPRISES LTD

Title: AUTHORIZED SIGNATORY

I have authority to bind the Corporation.

The Vendor hereby accepts the foregoing offer to purchase and its terms and agrees with the Purchaser to duly complete the transaction contemplated thereunder.

DATED at Toronto, Ontario this ____ day of _____, 2025.

BDO CANADA LIMITED, in its capacity as Court-Appointed Receiver of the assets, undertakings and properties of **Northhorizon Farms Inc.** and not in its personal or corporate capacity and without personal or corporate liability

By:


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04/17/26 4:25 PM EDT
OECC-8G4I-N8KE-GAYM


04/16/26
3:07 PM PDT
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04/17/26
4:25 PM EDT
dotloop verified

PRD Canada Limited as Receiver, Per Robyn Duwyn dotloop verified
04/17/26 4:25 PM EDT
YD0R-DQZ4-JUID-PF4A

Name: Robyn Duwyn

Title: Senior Vice President

I have authority to bind the Corporation.

Schedule "A" – LEGAL DESCRIPTION

As shown in the attached Schedules, attached to and forming part of this Agreement:

B-1

C-2

D-3

E-4

F-5

G-6

H-7

I-8

The Buyer agrees to pay the balance of the Purchase Price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the Seller of notice of such assignment, together with the assignee's covenant in favour of the Seller to be bound hereby as Buyer.

The Buyer covenants and agrees that the Buyer shall be solely responsible for the payment of all land transfer tax payable in the connection with the transfer of title to the Property and shall pre pay such land transfer tax in full prior to closing, in accordance with applicable legislation.

Upon the Agreement becoming firm and unconditional, and prior to Closing, the Buyer shall be permitted to apply to the applicable township(s) and/or approval authority for consent to sever any or all of the Properties v, in whole or in par. Any such application(s) shall be made entirely at the Buyer's sole cost, expense, risk, including, without limitation, all application fees, surveys, studies, reports, professional fees, and any conditions imposed by the approving authority.

The Seller shall reasonably cooperate with such application(s), including the execution of documents as may be required, provided that the Seller shall not be required to incur any costs, perform any work, agree to any conditions, register any instruments on title, or delay Closing not shall the Purchase Price or any other term of this Agreement be amended or adjusted as a result.

Any severance approval obtained shall be for the benefit of the Buyer only and shall not constitute a condition of this Agreement. Failure to obtain approval, or approval being granted on terms unacceptable to the Buyer, shall not entitle the Buyer to terminate this Agreement, delay Closing, or make any claim against the Seller.

Schedule "B" – PERMITTED ENCUMBRANCES

1. Any undetermined or inchoate liens and charges incidental to the Purchased Assets.
2. The reservations, limitations, provisos, conditions, restrictions, and exceptions expressed in the letters patent or grant from the Crown and all statutory exceptions to title;
3. The provisions of governing municipal by-laws;
4. Municipal taxes, liens, charges, including hydro and water charges, rates and assessments accruing from day to day and not yet due and payable;
5. Any defects or minor encroachments which might be revealed by an up-to-date survey of the Lands;
6. Any right of expropriation conferred upon, reserved to, or vesting in His Majesty the King in Right of Canada and Ontario;
7. Any registered restrictions or covenants that run with the Lands provided that same have been complied with in all material respects;
8. Any easements, rights of way or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
9. Any agreements with municipal, utilities or public authorities provided that same have been complied with in all material respects;
10. The following instruments registered on title to the Lands in the applicable Land Registry Office:

Registration Number	Date	Instrument Type

Schedule “C” – DRAFT APPROVAL AND VESTING ORDER

Schedule "D" – LIST OF CHATTELS

Included: Any on property at time of closing

2001 Freightliner FL112
1FUBBGAN11HH61852

2005 Sundowner Trailer
13SAA483451AA6528

John Deere 6420 Tractor & 640 Loader
L06420H432529
Disassembled-transmission issue

Miller Welder

Vegetable Planter

Devair Air Compressor

Berlinic Bison handling equipment (hydraulic lines have been cut)

Any bison on site

Notwithstanding anything herein contained, the Chattels are deemed to include only those items listed above which are in fact owned by the Debtor and shall be deemed to exclude chattels and equipment owned by persons other than the Debtor.

Bale Boss Hay Wagon(green)
Single Row Bale Wagon(red)
2 x 4 Re-Fuel above ground tanks
Stainless Steel Water Wagon

Schedule "E" – ASSUMED CONTRACTS

The Purchaser hereby agrees to adopt, assume and be bound by the following:
Temporary Limited Interest Agreement Number N-17745 granting the Ministry of Transportation a
temporary Easement in Part of Pin 31466-0808(LT)


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04/16/26
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Schedule "F" – ASSUMED LEASES

NONE



**Schedule B – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

PIN 31470-0208 (LT)

1. T429438 – 2002/05/29 – Deposit

PIN 31468-0530 (LT)

N/A

PIN 31466-0809 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. AR486 – 1969/01/13 – Plan Reference
3. LT66841 – 1969/02/21 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements
5. 1R14159 – 2024/05/13 – Plan Reference

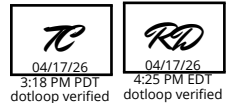
PIN 31466-0806 (LT)

1. 1R2573 – 1976/04/20 – Plan Reference
2. 1R13374 – 2017/11/16 – Plan Reference

3. Temporary Limited Interest Agreement N-17745
(and/or the registered easement if registered prior to
Closing)

PIN 31466-0812 (LT)

1. T109976 – Agreement of Purchase & Sale



PIN 31467-0017 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. LT113588 – 1981/07/13 – Transfer
3. LT114012 – 1981/08/13 – Notice
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0733 (LT)

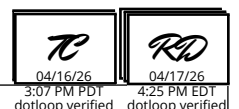
1. AL173685 – 2017/06/02 – Notice

PIN 31466-0819 (LT)

1. KC303 – 1932/08/02 – Transfer Easement
2. T140168 – 1973/09/11 – Notice of Claim

PIN 31467-0088 (LT)

1. LT19869 – 1932/07/12 – Transfer Easement
2. 1R9882 – 1999/10/04 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements



PIN 31467-0194 (LT)

1. 1R13402 – 2018/02/13 – Plan Reference

PIN 31467-0200 (LT)

1. AL226094 – 2021/04/07 – Notice

PIN 31467-0087 (LT)

N/A

PIN 31467-0062 (LT)

1. 1R5352 – 1982/11/16 – Plan reference

PIN 31467-0002 (LT)

N/A

PIN 31467-0004 (LT)

1. 1R9884 – 1999/10/07 – Plan Reference
2. LT228101 -2000/04/14 – Transfer Easement
3. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0028 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228105 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0019 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0068 (LT)

N/A

PIN 31466-0065 (LT)

1. LT57877 – 1965/05/27 – Bylaw

Court File No. CV-25-00029832-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 20YR
)

B E T W E E N:

**AGRIROOTS REALTY INC. as general partner for AGRIROOTS DIVERSIFIED
LENDING FUND LP**

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Northorizon Farms inc., Jonathan Karhi, and Amy Karhi (collectively, the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by a real property purchase agreement (the "Sale Agreement") between the Receiver and BIZHIKI - WIIYAAS ENTERPRISES LTD (the "Purchaser") dated [DATE] and appended to the Report of the Receiver dated [DATE] (the "Report"), and vesting in the Purchaser all of the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), and referenced in Schedule "B" hereto was heard this day, by judicial videoconference at 426 Queen Street East, Sault Ste. Marie, Ontario.


04/17/26
4:25 PM EDT
dotloop verified


04/17/26
3:18 PM PDT
dotloop verified


04/16/26
3:07 PM PDT

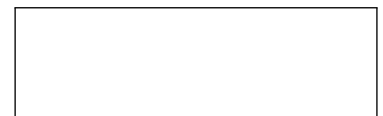
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ON READING the First Report of the Receiver and Appendices thereto, and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the 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 the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, 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") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Rasaiah dated June 13, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in the Land Registry Office for the Land Titles Division of Algoma (No. 01) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the



“Real Property”) in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the 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.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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 the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) 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.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in 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 courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this 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.

8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order and is enforceable without the need for entry or filing.

Schedule A – Form of Receiver’s Certificate

Court File No. CV-25-00029832-0000

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N:

**AGRIROOTS REALTY INC. as general partner for AGRIROOTS DIVERSIFIED
LENDING FUND LP**

Applicants

- and –

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Rasaiah of the Ontario Superior Court of Justice (the "Court") dated June 13, 2025, BDO Canada Limited was appointed as the receiver (the "Receiver") of the undertaking, property and assets of Northhorizon Farms Inc., Jonathan Karhi and Amy Karhi (the “Debtors”).

B. Pursuant to an Order of the Court dated [DATE], the Court approved the real property purchase agreement made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver, solely in its capacity as court-appointed receiver of all of the property and assets of the Debtor and [NAME OF PURCHASER] (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’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 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.

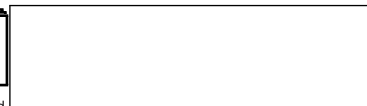
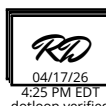
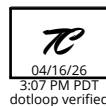
C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

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 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 of the undertaking, property and
assets of Northorizon Farms Inc., Jonathan
Karhi, and Amy Karhi, and not in its
personal capacity**

Per: _____
Name:
Title:



Schedule B – Purchased Assets

The Purchased Assets, as defined in the Sale Agreement, without limitation, the Real Property described as follows:

LT 23 RCP H746; LAIRD (PIN 314700208 LT)

LOT 16 REGISTRAR'S COMPILED PLAN H755 EXCEPT PART 1 1R13333 TOWNSHIP OF LAIRD (PIN 314680530 LT)

PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A2262 EXCEPT LT22111, LT44422, LT44423, LT61108, PT 1 TO 4 1R2461, PT 1 1R3572 AND PTS 1 & 2 1R13484; S/T LT66841; TARBUTT AND TARBUTT ADDL (PIN 314660809 LT)

PART OF LOT 6 CONCESSION 5 TARBUTT ADDITIONAL DESIGNED AS PART 1, 1R-13374; TARBUTT AND TARBUTT ADDL (PIN 314660806 LT)

PT LT 7 CON 6 TARBUTT ADDITIONAL AS IN T451587 & T447239 EXCEPT PART 1 ON 1R13867; TOWNSHIP OF TARBUTT (PIN 314660812 LT)

PCL 856 SEC ACS; LT 7 CON 2 TARBUTT S/T LT19714; S/T LT113588; TARBUTT AND TARBUTT ADDL (314670017 LT)

PT LT 7 CON 5 TARBUTT ADDITIONAL SRO AS IN T393557; TARBUTT AND TARBUTT ADDL (PIN 314660733 LT)

PART LOT 7 CONCESSION 5 TARBUTT ADDITIONAL AS IN T430935 EXCEPT T83526 PART 2, PART 1 PLAN 1R12029, EXCEPT PART 1 PLAN 1R13921 AND SAVE AND EXCEPT PART 1 PLAN 1R13963 SUBJECT TO AN EASEMENT AS IN KC303 TOWNSHIP OF TARBUTT (PIN 314660819 LT)

PCL 765 SEC ALG; S ½ LT 5 CON 1 TARBUTT EXCEPT LT58173; S/T LT19869; LT228351; TARBUTT AND TARBUTT ADDL (PIN 314670088 LT)

PART N ½ OF LOT 5, CONCESSION 1 TARBUTT DESIGNATED AS PART 1, 1R-13402; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670194 LT)

N ½ OF LOT 5, CONCESSION 1 TARBUTT; EXCEPT TOW OF THE ONTARIO AND SAULT STE. MARIE RAILWAY ACROSS SAID HALF LOT & PARTS 1 & 2, 1R-10261; SAVE & EXCEPT PART 1,

1R-13402 PART 1 1R13660; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL (PIN 314670200 LT)

PCL 663 SEC ALG; N ½ LT 4 CON 1 TARBUTT; TARBUTT AND TARBUTT ADDL (PIN 314670087 LT)

PCL 7386 SEC ACS; PT N1/2 LT3 CON 1 TARBUTT PT 1R5352; TARBUTT AND TARBUTT ADDL (PIN 314670062 LT)

PCL 4 SEC ACS; S ½ LT 3 CON 1 TARBUTT EXCEPT LT3557, PT 1-3 1R2556, PT 4 1R9884 & PT 1, 2 & 4 1R10085; TARBUTT AND TARBUTT ADDL (PIN 314670002 LT)

PCL 17 SEC ACS; PT S1/2 LT 3 CON 1 TARBUTT AS IN LT3557 EXCEPT PT 3, 1R10085; S/T LT228101; TARBUTT AND TARBUTT ADDL (PIN 314670004 LT)

PCL 1566 SEC ACS; E ½ OF S ½ LT 4 CON 1 TARBUTT; S/T LT228105; TARBUTT AND TARBUTT ADDL (PIN 314670028 LT)

PCL 1003 SEC ACS; W1/2 OF S1/2 LT 4 CON 1 TARBUTT EXCEPT ROW FOR THE ONTARIO AND SAULT STE. MARIE RAILWAY; S/T LT228351; TARBUTT AND TARBUTT ADDL (314670019 LT)

PCL 1150 SEC ALG; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A847 EXCEPT LT11127, LT25513, PT 1 1R9612 & PT 2 TO 4 1R10173; TARBUTT AND TARBUTT ADDL (PIN 31466068 LT)

PCL 899 SEC ACS; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN LT11127; CAUTION: PT PCL DEALINGS MAY REQUIRE CONSENT PURSUANT TO THE PROVISIONS OF THE PLANNING ACT; TARBUTT AND TARBUTT ADDL (PIN 314660065 LT)

Schedule C – Claims to be deleted and expunged from title to Real Property

PIN 31470-0208 (LT)

1. AL185306 – 2018/04/20 – Trans Personal Rep
2. AL241042 – 2021/12/22 – Charge
3. AL258164 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31468-0530 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0809 (LT)

1. AL241043 – 2021/12/22 – Charge
2. AL258163 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0806 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0812 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0017 (LT)

1. AL241070 – 2021/12/22 – Charge

2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0733 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 – Charge
4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0819 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0088 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258165 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0194 (LT)

1. AL241044 – 2021/12/22 – Charge
2. AL258162 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0200 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0087 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge

3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0062 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0002 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0004 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0028 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31467-0019 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0068 (LT)

1. AL241042 – 2021/12/22 – Charge
2. AL258164 – 2022/11/18 – Charge
3. AL258165 – 2022/11/18 - Charge



4. AL295670 – 2025/06/30 – Apl Court Order

PIN 31466-0065 (LT)

1. AL241042 – 2021/12/22 – Charge

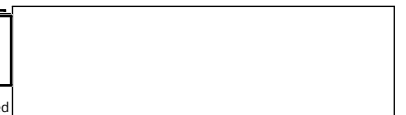
2. AL258164 – 2022/11/18 – Charge

3. AL258165 – 2022/11/18 - Charge

4. AL295670 – 2025/06/30 – Apl Court Order


04/16/26
3:07 PM PDT
dotloop verified


04/17/26
4:25 PM EDT
dotloop verified



**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

PIN 31470-0208 (LT)

1. T429438 – 2002/05/29 – Deposit

PIN 31468-0530 (LT)

N/A

PIN 31466-0809 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. AR486 – 1969/01/13 – Plan Reference
3. LT66841 – 1969/02/21 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements
5. 1R14159 – 2024/05/13 – Plan Reference

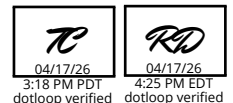
PIN 31466-0806 (LT)

1. 1R2573 – 1976/04/20 – Plan Reference
2. 1R13374 – 2017/11/16 – Plan Reference

3. Temporary Limited Interest Agreement N-17745
(and/or the registered easement if registered prior to Closing)

PIN 31466-0812 (LT)

1. T109976 – Agreement of Purchase & Sale



PIN 31467-0017 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. LT113588 – 1981/07/13 – Transfer
3. LT114012 – 1981/08/13 – Notice
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31466-0733 (LT)

1. AL173685 – 2017/06/02 – Notice

PIN 31466-0819 (LT)

1. KC303 – 1932/08/02 – Transfer Easement
2. T140168 – 1973/09/11 – Notice of Claim

PIN 31467-0088 (LT)



1. LT19869 – 1932/07/12 – Transfer Easement
2. 1R9882 – 1999/10/04 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0194 (LT)

1. 1R13402 – 2018/02/13 – Plan Reference

PIN 31467-0200 (LT)

1. AL226094 – 2021/04/07 – Notice

PIN 31467-0087 (LT)

N/A

PIN 31467-0062 (LT)

1. 1R5352 – 1982/11/16 – Plan reference

PIN 31467-0002 (LT)

N/A

PIN 31467-0004 (LT)

1. 1R9884 – 1999/10/07 – Plan Reference
2. LT228101 -2000/04/14 – Transfer Easement
3. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0028 (LT)

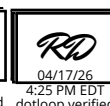
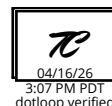
1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228105 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

PIN 31467-0019 (LT)

1. LT57877 – 1965/05/27 – Bylaw
2. IR9884 – 1999/10/07 – Plan Reference
3. LT228351 – 2000/05/01 – Transfer Easement
4. AL55942 – 2009/07/03 – APL re: transfer of easements

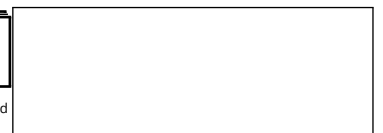
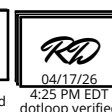
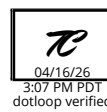
PIN 31466-0068 (LT)

N/A



PIN 31466-0065 (LT)

1. LT57877 – 1965/05/27 – Bylaw



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD

and

SELLER: BDO Canada Limited as Receiver

for the purchase and sale of 3064 Government Road, Desbarats, ON

dated the

Internal Reference: Group 1 (Home Farm and Contiguous Properties)

Property Identification Numbers (PINS):

1. 314670088 (Home Farm and Buildings)
2. 314670194 (North of Home Farm)
3. 314670200 (L Shape North of Home Farm)
4. 314670087 (East of McKnight Road, South of McCluskie)
5. 314670062 (South of McCluskie)
6. 314670002 (Smith Road)
7. 314670004 (North of Government Road East)
8. 314670028 (North of Government Road Middle)
9. 314670019 (North of Government Road West)
10. 314660068 (South of Government Road Main)
11. 314660065 (South of Government Road Small)

Legally Described As Follows:

1. PCL 765 SEC ALG; S 1/2 LT 5 CON 1 TARBUTT EXCEPT LT58173; S/T LT19869, LT228351; TARBUTT AND TARBUTT ADDL
2. PART N 1/2 OF LOT 5, CONCESSION 1 TARBUTT DESIGNATED AS PART 1, 1R-13402; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL
3. N 1/2 OF LOT 5, CONCESSION 1 TARBUTT; EXCEPT ROW OF THE ONTARIO AND SAULT STE. MARIE RAILWAY ACROSS SAID HALF LOT & PARTS 1 & 2, 1R-10261; SAVE & EXCEPT PART 1, 1R-13402 PART 1 1R13660 ; TOWNSHIP OF TARBUTT AND TARBUTT ADDITIONAL
4. PCL 663 SEC ALG; N 1/2 LT 4 CON 1 TARBUTT; TARBUTT AND TARBUTT ADDL
5. PCL 7386 SEC ACS; PT N1/2 LT 3 CON 1 TARBUTT PT 1 1R5352; TARBUTT AND TARBUTT ADDL
6. PCL 4 SEC ACS; S 1/2 LT 3 CON 1 TARBUTT EXCEPT LT3557, PT 1-3 1R2556, PT 4 1R9884 & PT 1, 2 & 4 1R10085; TARBUTT AND TARBUTT ADDL
7. PCL 17 SEC ACS; PT S1/2 LT 3 CON 1 TARBUTT AS IN LT3557 EXCEPT PT 3, 1R10085; S/T LT228101; TARBUTT AND TARBUTT ADDL
8. PCL 1566 SEC ACS; E 1/2 OF S 1/2 LT 4 CON 1 TARBUTT; S/T LT228105; TARBUTT AND TARBUTT ADDL
9. PCL 1003 SEC ACS; W1/2 OF S1/2 LT 4 CON 1 TARBUTT EXCEPT ROW FOR THE ONTARIO AND SAULT STE. MARIE RAILWAY; S/T LT228351; TARBUTT AND TARBUTT ADDL
10. PCL 1150 SEC ALG; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A847 EXCEPT LT11127, LT25513, PT 1 1R9612 & PT 2 TO 4 1R10173; TARBUTT AND TARBUTT ADDL
11. PCL 899 SEC ACS; PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN LT11127; CAUTION: PT PCL DEALINGS MAY REQUIRE CONSENT PURSUANT TO THE PROVISIONS OF THE PLANNING ACT; TARBUTT AND TARBUTT ADDL

Assessment Roll Numbers:

1. 571400000201700
2. 571400000201410
3. 571400000201400
4. 571400000201200
5. 571400000200801
6. 571400000201000
7. Joint with #6 Above
8. 571400000201100
9. Joint with #4 Above
10. 571400000209800
11. Joint with #10 Above

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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All dates shown on these forms are in Month/Day/Year format.



Form 505

for use in the Province of Ontario

Schedule C-2
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD _____ and

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of MacLennan Road/Hwy 17 SW Land

dated the _____

Internal Reference: Group 2 West of MacLennan Road/South of Highway 17 Contiguous Properties

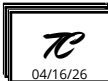
Property Identification Numbers (PINS):
1. 314660733 (South Side Hwy 17, West Parcel)
2. 314660819 (South Side Hwy 17, East Parcel)

Legally Described As:
1. PT LT 7 CON 5 TARBUTT ADDITIONAL SRO AS IN T393557; TARBUTT AND TARBUTT ADDL
2. PART LOT 7 CONCESSION 5 TARBUTT ADDITIONAL AS IN T430935 EXCEPT T83526 PART 2, PART 1 PLAN 1R12029, EXCEPT PART 1 PLAN 1R13921 AND SAVE AND EXCEPT PART 1 PLAN 1R13963 SUBJECT TO AN EASEMENT AS IN KC303 TOWNSHIP OF TARBUTT

Roll Numbers:
1. 571400000316901
2. 571400000317000

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):


04/16/26

INITIALS OF SELLER(S):


09/25/25
11:13 AM EDT
dotloop verified


04/17/26
4:25 PM EDT
dotloop verified

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All dates shown on these forms are in Month/Day/Year format.



Form 505

for use in the Province of Ontario

Schedule D-3
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIYYAAS ENTERPRISES LTD _____ and _____

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of 361 MacLennan/Rydall Mill Road _____

dated the _____

Internal Reference: Property 3 - 361 MacLennan/Rydall Mill Road Land and Garage

Property Identification Numbers (PINS):
314670017

Legally Described As:
PCL 856 SEC ACS; LT 7 CON 2 TARBUTT S/T LT19714; S/T LT113588; TARBUTT AND TARBUTT ADDL

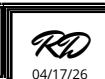
Roll Number:
571400000102000

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





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Form 505

for use in the Province of Ontario

Schedule E-4
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD _____ and

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of MacLennan Road/South Side Government Road _____

_____ dated the _____

Internal Reference: Property 4 (MacLennan And Government Road)

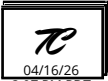
Property Identification Numbers (PINS):
314660812

Legally Described As:
PT LT 7 CON 6 TARBUTT ADDITIONAL AS IN T451587 & T447239 EXCEPT PART 1 ON PLAN 1R13867; TOWNSHIP OF TARBUTT

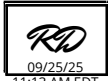
Roll Number:
571400000206400

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INITIALS OF SELLER(S):



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Form 505

for use in the Province of Ontario

Schedule F-5

Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD _____ and _____

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of MacLennan Road/Hwy 17 SE Corner

dated the _____

Internal Reference: Property 5 (MacLennan Road/Hwy 17 SE Corner)

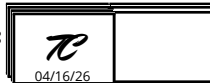
Property Identification Numbers (PINS):
314660806

Legally Described As:
PART OF LOT 6 CONCESSION 5 TARBUTT ADDITIONAL DESIGNATED AS PART 1, 1R-13374; TARBUTT AND TARBUTT ADDL

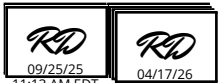
Roll Number:
571400000317500

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INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 505

for use in the Province of Ontario

Schedule G-6
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD _____ and

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of McKnight Road/Highway 17 _____

dated the _____

Internal Reference: Property 6 (McKnight Road East Side/North of Hwy 17)

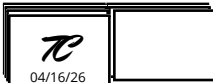
Property Identification Numbers (PINS):
314660809

Legally Described As:
PT LT 4 CON 6 TARBUTT ADDITIONAL AS IN A2262 EXCEPT LT22111, LT44422, LT44423, LT61108, PT 1 TO 6 1R2302, PT 1 TO 4 1R2461, PT 1 1R3572 AND PTS 1 & 2 1R13484; S/T LT66841; TARBUTT AND TARBUTT ADDL

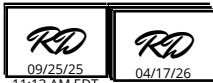
Roll Number:
571400000209600

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):


04/16/26

INITIALS OF SELLER(S):


09/25/25 04/17/26
11:13 AM EDT 4:25 PM EDT
dotloop verified dotloop verified

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Schedule H-7
Agreement of Purchase and Sale - Commercial

Form 505

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD and

SELLER: BDO Canada Limited as Receiver

for the purchase and sale of Rydall Mill Road North Side

dated the _____

Internal Reference: Property 7 (Rydall Mill Road North Side)

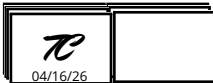
Property Identification Numbers (PINS):
314680530

Legally Described As:
LOT 16 REGISTRAR'S COMPILED PLAN H755 EXCEPT PART 1 1R11138 AND PART 1 1R13333 TOWNSHIP OF LAIRD

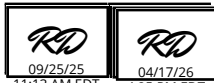
Roll Number:
571100000210200

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):





Form 505

for use in the Province of Ontario

Schedule I-8
Agreement of Purchase and Sale - Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: BIZHIKI-WIIYAAS ENTERPRISES LTD _____ and _____

SELLER: BDO Canada Limited as Receiver _____

for the purchase and sale of Calabogie Road/Hwy 17 NE Corner

dated the _____

Internal Reference: Property 8 (Calabogie Road/Hwy 17 NE Corner)

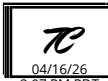
Property Identification Numbers (PINS):
314700208

Legally Described As:
LT 23 RCP H746; LAIRD

Roll Number:
571100000110200

This form must be initialised by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):


04/16/26 3:07 PM PDT
dotloop verified

INITIALS OF SELLER(S):


09/25/25 11:13 AM EDT
dotloop verified


04/17/26 4:25 PM EDT
dotloop verified

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APPENDIX E

**ONTARIO SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

**IN THE MATTER OF THE RECEIVERSHIP OF
NORTHORIZON FARMS INC., JONATHAN KARHI,
AND AMY KARHI**

AFFIDAVIT OF ROBYN DUWYN

I, Robyn Duwyn, of the City of Burlington, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Senior Vice-President of BDO Canada Limited (“BDO”), the Receiver of Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (the “Company”) and as such, I have knowledge of the matters hereinafter deposed to.
2. By Order dated June 13, 2025 BDO Canada Limited was appointed as Receiver of the Company (the “Receiver”).
3. Since appointment, the Receiver has been engaged in the following:
 - Attend the property consisting of nineteen (19) parcels of land (the “Real Property”);
 - Documented the condition of the Real Property, including equipment and inventory;
 - Send the Receiver’s 245 and 246 notice;
 - All required banking;
 - Sourced and secured alternative insurance coverage with Jones DesLauriers Insurance Management Inc., effective August 27, 2025, as Intact Insurance Company declined to renew coverage;
 - Renewed insurance coverage with HUB International, effective February 27, 2026;
 - Obtain an appraisal of the Real Property;
 - Commission a realtor to establish and implement a sales process for the real property;

- Advertising the Real Property on the MLS, commercial real estate platforms, and social media;
 - Review offers received for the Real Property and negotiate with successful bidder;
 - Prepare First Report to Court of the Receiver and the Confidential Supplement;
 - Accrual for the completion of the Transaction and oversight until closing.
4. In the course of performing the duties pursuant to the Receivership Order and as set out above at paragraph 3, the Receiver's staff expended 189.2 hours for the period of June 13, 2025 to April 27, 2026, plus an estimate of \$12,500 to finalize the administration of the estate. Attached hereto and marked as Exhibit "A" to this my Affidavit is the account of the Receiver together with a summary sheet.
5. To the best of my knowledge, the rates charged by the Receiver throughout the course of these proceedings are comparable to the rates charged by other insolvency practitioners in the Ontario mid-market for providing similar insolvency and restructuring services.
6. The hourly billing rates outlined in Exhibit "A" to this my Affidavit are not more than the normal hourly rates charged by BDO Canada Limited for services rendered in relation to similar proceedings.
7. I verily believe that the fees and disbursements incurred by the Receiver are fair and reasonable in the circumstances.
8. This Affidavit is sworn in support of the motion for approval of the Receiver's fees and disbursements and for no other or improper purposes.

SWORN BEFORE ME at the City of
London in the Province of Ontario
on the 1st day of May, 2026



Commissioner for Taking Affidavits



ROBYN DUWYN, CA, CPA, CIRP, LIT
Licensed Insolvency Trustee

Attached is Exhibit A
To the Affidavit of Robyn Duwyn
Sworn the 1st day of May, 2026.



A Commissioner, Etc

Maxine Beverly Finnegan, a Commissioner, etc.,
Province of Ontario, for BDO Canada Limited and BDO Canada LLP,
Expires May 14, 2027



Tel: 519 660 6540
Fax: 519 439 4351
www.bdo.ca

BDO Canada Limited
230-633 Colborne Street
London, ON N6B 2V3 Canada

Northhorizon Farms Inc
c/o BDO Canada Limited
230-633 Colborne Street
London, ON N6B 2V3

Date

April 27, 2026

Invoice No.

CINV

Re: Northhorizon Farms Inc. - Receivership

FOR PROFESSIONAL SERVICES RENDERED in connection with our engagement in the above noted matter for the period June 13, 2025 to April 24, 2026 as per the details below.

Our Fee:	\$ 77,845.00
HST - 13% (#R101518124)	10,119.85
Total Due	\$87,964.85

Summary of Time Charges	Hours	Rate	Amount
B. Warga, Sr. Vice President	58.5	495.00	\$ 28,957.50
R. Duwyn, Sr. Vice President	65.7	475.00	31,207.50
Z. Klassen, Analyst	59.4	275.00	16,335.00
Noah, Crozier, Analyst	3.0	275.00	825.00
C. Casco, Admin	0.6	200.00	120.00
M. Finnegan, Admin	2.0	200.00	400.00
Total	189.2		\$ 77,845.00

Name	Date	Timekeeper comment	Hours
R. Duwyn	13-Jun-25	Call with staff on planning, email to counsel. Email to debtor counsel. Call with company counsel. Call with company and counsel. Review court order.	1.5
B. Warga	13-Jun-25	Call with R. Duwyn re: appointment; call with Northhorizon and counsel re: file background; drafting initial information request and provision to debtor; preliminary review of appraisal report.	1.2
R. Duwyn	16-Jun-25	Call with lender counsel. Review appraisal, email to company on changes to land holdings. Email to Company, email to creditor counsel	0.7
R. Duwyn	17-Jun-25	Receiver notice, checklists and receivership planning.	0.7
R. Duwyn	17-Jun-25	Call with Agriroots. Call to BDO counsel. Plan for site visit and appraisal update.	0.7
B. Warga	17-Jun-25	Call with Agriroots and its counsel; call with appraiser; e-mail correspondence to appraiser; research re: local realtors.	0.7
R. Duwyn	18-Jun-25	Emails with counsel on plan and sale process. Scheduling site visit.	0.4
B. Warga	18-Jun-25	Correspondence from Appraiser; discussion of file matters with R. Duwyn.	0.2
R. Duwyn	19-Jun-25	Email to debtor. Email to real estate agent. 246 notice to osb. Review appraisal quote. Email to Agriroots on appraisal. Call with counsel.	0.9
Z. Klassen	19-Jun-25	Call with B. Warga re: realty solicitation; draft property/parcel listing and description; draft email to prospective realtors; research prospective realtors	1.8
R. Duwyn	20-Jun-25	Meeting with realtor on background and proposal. Setup of site visit. Call with counsel to second secured. Review email to realtors and land listing.	1.1
Z. Klassen	20-Jun-25	Call prospective realty companies re: proposals; correspondence with B. Warga and R. Duwyn re: realty solicitation	0.6
B. Warga	20-Jun-25	Correspondence to/from Z. Klassen re: realtor proposal process; review and edits to e-mail correspondence.	0.7
R. Duwyn	23-Jun-25	Receiver notice. Email with company on info request. Appraisal quotes. Property info summary for appraisal request.	0.7
Z. Klassen	23-Jun-25	Send out realty solicitation emails to prospective realtors; Correspondence with R. Duwyn re: property appraisal; call with Remax realtor re: parcel questions; correspondence with Boreal Appraisal re: quote for property appraisal; correspondence with B. Warga re: site visit	1.1
M. Finnegan	23-Jun-25	Mail out 245 notice to secured creditors listed on PPSA	0.3
R. Duwyn	24-Jun-25	Emails with real estate agent on proposal and land tracking.	0.2

Name	Date	Timekeeper comment	Hours
B. Warga	24-Jun-25	Correspondence to/from Z. Klassen and J. Karhi re: on-site attendance and logistics for same.	0.3
Z. Klassen	24-Jun-25	Emails to/from Remax realtor; correspondence with B. Warga re: on-site visit	0.3
R. Duwyn	25-Jun-25	Appraisal quotes and email with creditor. Obtain receiver certificate from osb	0.3
Z. Klassen	25-Jun-25	Emails to/from SWI Appraisals re: quote for appraisal; Call with E. Mick (realtor) re: viewing property; Correspondence with B. Warga re: showing property; Email J. Karhi re: property showing and parcel clarification	0.6
B. Warga	25-Jun-25	Correspondence to/from J. Karhi re: site attendance; correspondence to/from Z. Klassen re: file matters.	0.4
R. Duwyn	26-Jun-25	Emails on appraisals.	0.2
Z. Klassen	26-Jun-25	Call/emails with SWI Appraisals re: property appraisal; emails to/from R. Duwyn re: appraisal	0.4
R. Duwyn	27-Jun-25	Email with John on info request.	0.2
Z. Klassen	27-Jun-25	Call with Boreal Appraisals; Gather additional property information and prepare for Boreal; Email to Boreal Appraisals; Email to Century 21 re: showing of property	0.6
B. Warga	27-Jun-25	Correspondence to/from J. Karhi re: realtor on-site attendance; correspondence with Z. Klassen re: same.	0.2
B. Warga	29-Jun-25	Review of insurance policy.	0.3
B. Warga	2-Jul-25	Correspondence with J. Karhi re: site attendance; correspondence with appraiser.	0.2
Z. Klassen	2-Jul-25	Email to E. Mick re: property showing; email to/from S. Shurabura re: realty proposal; follow up with Exit Realty; correspondence with J. Karhi re: site visit details	0.4
R. Duwyn	3-Jul-25	Review registration on title. Email with counsel, confirm travel to site.	0.4
R. Duwyn	3-Jul-25	Update on the site attendance with staff. Call with agent on proposals.	0.5
Z. Klassen	3-Jul-25	Site visit of Parcel 1; inventory/photos of equipment/assets on site; discussion with J. Karhi re: Parcel 2 sale, renters in residence, bison count, financial/organizational information request, assets; call with R. Duwyn and B. Warga re: site visit; call with E. Mick re: realty proposal; call with J. Karhi re: construction equipment, abattoir location, insurance; call/emails to/from J. Stewart re: realty proposal; photos of abattoir; compile notes from site visit; draft list of equipment/assets	4
B. Warga	3-Jul-25	Call with Z. Klassen during on-site attendance; review of realtor proposal and appraisal proposal.	0.7
N. Crozier	3-Jul-25	Northhorizon Farms receivership site visit	3

Name	Date	Timekeeper comment	Hours
R. Duwyn	4-Jul-25	Review quote from appraiser. Review listing proposal and estimated value. Call with acc on liens. Review ag Canada documents, send to counsel. Have security review started. Update to Agriroots counsel.	0.9
R. Duwyn	7-Jul-25	Follow up on appraisal and site visit summary.	0.3
B. Warga	7-Jul-25	Review of correspondence re: site attendance and insurance matters.	0.3
Z. Klassen	7-Jul-25	Draft realtor proposal comparison summary and appraisal comparison; Email to/from Boreal re: estimated completion of appraisal quote; Emails to/from R. Duwyn re: insurance, site visit, realty proposals, appraisal quotes; transfer and upload site photos	1.5
R. Duwyn	8-Jul-25	Emails with counsel and Agriculture and Agri-Food Canada. Insurance policy updates. Review documents from Agri foods and send to counsel. Call with potential buyer and email to same.	1.1
Z. Klassen	8-Jul-25	Call with J. Stewart re: realty proposal; Call with M. Vance re: realty proposal; Call/voicemail to Intact Insurance	0.3
R. Duwyn	9-Jul-25	Update call with Agriroots counsel.	0.2
Z. Klassen	9-Jul-25	Call with and email to insurance broker re: policy amendments; Emails to/from Exit Realty and Century 21 Realty re: realty proposal; Compilation of realty proposals; Email to/from Boreal Appraisals; Review Boreal Appraisals proposal; Compile appraisal proposal info	1.2
R. Duwyn	10-Jul-25	F/u on status with staff. Email from secured creditor, review document and update creditor tracking. Respond to same. Appraisal summary review and discuss with staff. Draft and send update to Agriroots. Obtain equipment list and review, send to secured creditor for review and comment,.	0.9
R. Duwyn	11-Jul-25	Insurance matters.	0.3
Z. Klassen	11-Jul-25	Call with insurance broker; Call with J. Karhi re: insurance and financial information; Correspondence with R. Duwyn re: insurance; Email to C. Donnelly re: insurance quote; Finalize realtor proposal summary; Email to/from Exp Realty	1.1
R. Duwyn	13-Jul-25	Initial review of listing proposals and email to staff on same.	0.2
R. Duwyn	14-Jul-25	Review realtor listing summary.	0.4
B. Warga	14-Jul-25	Review and summarization of realtor proposals; call with R. Duwyn re: same.	1.2
M. Finnegan	14-Jul-25	Open bank account	0.1
R. Duwyn	15-Jul-25	Sign EL with appraiser. Receiver certificate.	0.5
B. Warga	15-Jul-25	Correspondence to/from interested appraisers.	0.2
B. Warga	16-Jul-25	Correspondence to/from appraisers, realtors, and J. Karhi.	0.2
R. Duwyn	17-Jul-25	Call with appraiser and schedule site visit. Invoice payments	0.3

Name	Date	Timekeeper comment	Hours
B. Warga	17-Jul-25	Correspondence to J. Karhi re: appraiser meeting; correspondence to/from realtors.	0.2
R. Duwyn	18-Jul-25	Call with broker on insurance. Prepare and send update on realtor listing proposals.	0.8
B. Warga	18-Jul-25	Review of e-mail correspondence to/from Agrirroots re: file update; correspondence to/from J. Karhi and counsel re: information requests; call with R. Duwyn re: file matters; call and e-mail correspondence to insurer.	1.2
Z. Klassen	21-Jul-25	Call with J. Stewart re: realty proposal acceptance; Emails to realtors re: decision to not move forward with proposals; Voicemail for A. Walls with BrokerLink; Call with B. Warga re: insurance, realty proposal	0.7
B. Warga	21-Jul-25	E-mail correspondence to/from Z/ Klassen re: realtor correspondence/insurance; calls with insurance provider re: ongoing coverage and policy loss payee.	1.1
Z. Klassen	22-Jul-25	Correspondence re: insurance	0.3
R. Duwyn	23-Jul-25	Review and sign listing.	0.4
B. Warga	23-Jul-25	Correspondence to/from Z. Klassen re: insurance; review of listing agreement; correspondence to/from appraiser and J. Karhi.	0.9
Z. Klassen	23-Jul-25	Correspondence re: insurance; Call/email to/from with J. Stewart re: listing agreement; Correspondence re: listing agreement; Review listing agreement	1.2
R. Duwyn	24-Jul-25	Coordinate banking and appraisal.	0.2
Z. Klassen	24-Jul-25	Call and emails with D. Sawyer re: insurance; Correspondence with B. Warga re: insurance; Emails re: listing agreement and insurance	0.6
B. Warga	24-Jul-25	Correspondence to/from J. Karhi re: site attendance; correspondence to/from appraiser re: site attendance; call with Z. Klassen re: insurance matters; review of various e-mail correspondence re: file matters; correspondence re: Receiver's borrowings.	1.2
R. Duwyn	25-Jul-25	Update with BDO counsel on security review.	0.1
B. Warga	25-Jul-25	Correspondence to/from appraiser; call with J. Karhi re: timing for of sales and refinancing efforts.	0.8
R. Duwyn	28-Jul-25	Update with staff on status.	0.2
R. Duwyn	30-Jul-25	Follow up on insurance and banking. Payment of appraisal.	0.4
B. Warga	30-Jul-25	Call with R. Duwyn re: insurance; correspondence to/from Z. Klassen re: same; call with R. Duwyn and Z. Klassen re: equipment; correspondence with J. Karhi re: refinancing efforts.	0.7
Z. Klassen	30-Jul-25	Correspondence with B. Warga and R. Duwyn re: insurance; email to A. Walls re: insurance; call with D. Macfarlane re:	1.1

Name	Date	Timekeeper comment	Hours
		equipment on property; request payment of invoice for retainer of SWI Appraisals	
R. Duwyn	31-Jul-25	Update on equipment and discuss next steps with staff.	0.3
Z. Klassen	31-Jul-25	Correspondence with D. Macfarlane re: equipment photos; correspondence with B. Warga re: Northhorizon equipment	0.7
B. Warga	31-Jul-25	Call with R. Duwyn re: equipment; review of e-mail correspondence from Z. Klassen re: same; call with land owner re: equipment; call with J. Karhi re: equipment.	0.8
R. Duwyn	1-Aug-25	Call and email with counsel to Agriroots.	0.2
B. Warga	1-Aug-25	Call with R. Duwyn re: file matters; call with J. Karhi re: equipment; correspondence to/from Z. Klassen and R. Duwyn re: same.	0.9
R. Duwyn	5-Aug-25	PPSA search on additional equipment located on neighboring property. Payment for appraisal, email to appraiser.	0.5
C. Casco	5-Aug-25	Receipt payment, prepared cheque requisition & other banking task.	0.6
B. Warga	5-Aug-25	Call with R. Duwyn re: file matters; correspondence to/from J. Karhi re: refinancing; review of correspondence from appraiser.	0.4
R. Duwyn	6-Aug-25	Update to Agriroots counsel on equipment and appraisal. Update on insurance.	0.3
B. Warga	6-Aug-25	Correspondence to/from J. Karhi re: refinancing.	0.2
R. Duwyn	12-Aug-25	Update with staff on draft appraisal timing and insurance.	0.2
Z. Klassen	12-Aug-25	Correspondence with J. Stewart re: property listing; call with D. Sawyer re: insurance; correspondence with B. Warga re: insurance; email to/from C. Donnelly re: insurance follow-up	0.5
B. Warga	12-Aug-25	Call with R. Duwyn re: file matters; correspondence to insurance broker re: coverage; correspondence to/from Z. Klassen re: file matters.	0.5
Z. Klassen	13-Aug-25	Email to J. Karhi re: arranging realtor property viewing	0.1
B. Warga	13-Aug-25	Review of correspondence from J. Karhi re: re-financing update.	0.1
R. Duwyn	14-Aug-25	Update on related property sale and update to creditors. Obtain insurance.	0.2
Z. Klassen	14-Aug-25	Email to C. Donnelly re: insurance quote; review insurance quote; call with D. Sawyer re: insurance cancellation	0.3
B. Warga	14-Aug-25	Correspondence to J. Karhi re: sales process; discussion with Z. Klassen re: insurance; review of correspondence re: same.	0.6
Z. Klassen	15-Aug-25	Correspondence with B. Warga re: direction on insurance; call with D. Sawyer re: insurance cancellation; call with C. Donnelly re: insurance; email to B. Wilcox re: appraisal timeline	0.7

Name	Date	Timekeeper comment	Hours
B. Warga	15-Aug-25	Call with R. Duwyn re: insurance and appraisal; call with Z. Klassen re: same; call with insurer; call and e-mail correspondence to J. Karhi re: insurance.	1.1
R. Duwyn	18-Aug-25	Review LOI and email with staff. Update on financing and details of adjacent property.	0.4
B. Warga	18-Aug-25	Correspondence to/from Z. Klassen re: appraisal and insurance; call with R. Duwyn re: LOI; call with J. Karhi re: LOI and insurance matters.	1.2
Z. Klassen	18-Aug-25	Emails/calls with SWI; calls/emails re: insurance matters; call/email with C. Donnelly re: insurance	0.6
R. Duwyn	19-Aug-25	Review and approve invoice.	0.1
B. Warga	21-Aug-25	Correspondence to J. Karhi re: insurance and refinancing; review of creditor correspondence.	0.2
B. Warga	22-Aug-25	Call with R. Duwyn re: file matters; correspondence to/from creditor.	0.3
B. Warga	25-Aug-25	Creditor correspondence.	0.1
R. Duwyn	26-Aug-25	Update with creditor on status. Review documents from Fair Financial Re debt against Northhorizon.	0.3
B. Warga	26-Aug-25	Creditor call and correspondence; review of security documents; call with R. Duwyn re: file matters; call with J. Karhi re: insurance and status of re-financing efforts.	1.1
R. Duwyn	27-Aug-25	Update on appraisal and invoice payment.	0.2
Z. Klassen	28-Aug-25	Emails re: insurance; email inquiry from realtor with interested party; email/call from J. Stewart re: property listing.	0.4
B. Warga	28-Aug-25	Correspondence to/from Z. Klassen re: insurance.	0.2
R. Duwyn	29-Aug-25	Email on debt and refinancing.	0.1
B. Warga	29-Aug-25	Call with B. Constable re: financing; correspondence to/from B. Constable re: Notice and Statement of the Receiver.	0.6
B. Warga	2-Sep-25	Correspondence to/from Z. Klassen and J. Karhi re: realtor site attendance; review of correspondence from R. Duwyn re: file matters.	0.3
Z. Klassen	2-Sep-25	Email re: appraisal status; direction re: realtor site visit	0.2
R. Duwyn	3-Sep-25	Appraisal matters.	0.2
B. Warga	3-Sep-25	Correspondence to/from Z. Klassen re: realtor attendance; correspondence to/from J. Karhi re: same; correspondence to appraiser re: final reporting.	0.5
Z. Klassen	3-Sep-25	Correspondence re: appraisal	0.2
R. Duwyn	4-Sep-25	Appraisal work and review draft.	0.5
B. Warga	4-Sep-25	Call with J. Karhi re: realtor site attendance; call with R. Duwyn re: appraisal; call with realtor re: appraisal values.	1.2

Name	Date	Timekeeper comment	Hours
Z. Klassen	4-Sep-25	Review appraisal for changes/edits; call with B. Warga and J. Stewart re: property listing; emails to/from J. Stewart	1
B. Warga	5-Sep-25	Correspondence to/from Realtor re: confidentiality undertaking for sharing the appraisal report; correspondence to appraiser re: same; correspondence to J. Karhi re: site attendance.	0.8
R. Duwyn	8-Sep-25	Appraisal matters and update with staff, initial review of report.	0.4
B. Warga	8-Sep-25	Correspondence to/from Stewart Team and SWI re: parcel valuations; call with SWI re: same.	1
R. Duwyn	9-Sep-25	Call with second secured, call with staff on refinancing update. Email from appraiser and update to Agriroots counsel.	0.3
B. Warga	9-Sep-25	Call with R. Duwyn re: file matters; correspondence to/from appraiser; correspondence to/from J. Karhi re: refinancing.	0.9
R. Duwyn	12-Sep-25	Review update form listing agent, review pictures and proposed grouping of lots. Email to counsel on lot grouping. Review update from appraiser and email with staff on draft update and funding request.	0.5
B. Warga	12-Sep-25	Review of various correspondence to/from appraiser and realtor; call with R. Duwyn re: appraisal matters.	0.8
Z. Klassen	12-Sep-25	Emails/calls re: appraisal and property listing; draft update to lender	0.5
R. Duwyn	15-Sep-25	Update on appraisal. Discuss with Agriroots counsel. Request payout. Call with appraiser.	0.6
B. Warga	15-Sep-25	Call with appraiser.	0.5
B. Warga	16-Sep-25	Review of Agriroots payout details; correspondence to/from J. Khari re: same.	0.5
Z. Klassen	17-Sep-25	Review appraisal and revise update to lender	0.3
R. Duwyn	18-Sep-25	Listing update. Review draft update.	0.3
B. Warga	18-Sep-25	Drafting of update correspondence to Agriroots; review of appraisal and realtor correspondence.	0.8
R. Duwyn	19-Sep-25	Complete and send update. Receiver certificate	0.4
R. Duwyn	22-Sep-25	Update with counsel to Agriroots. Email to and from Agriroots. Start listing and call with staff. Email to counsel on aps	0.4
R. Duwyn	22-Sep-25	Bank rec	0.1
Z. Klassen	22-Sep-25	Emails to/from Stewart Team	0.2
B. Warga	22-Sep-25	Call with R. Duwyn re: file matters; correspondence to/from realtor and J. Karhi re: listing and process; correspondence to/from B. Constable re: refinancing.	0.8
R. Duwyn	23-Sep-25	Call with Max Prince on listing. Email to counsel on providing appraisal and NDA. Email with broker and review listing documents.	0.4

Name	Date	Timekeeper comment	Hours
B. Warga	23-Sep-25	Correspondence to/from J. Karhi re: refinancing and review of LOI; correspondence to/from Realtor re: listing.	1.1
R. Duwyn	24-Sep-25	Review LOI and listing agreement provided by John. Call with staff on same. Discussion on marketing strategy	0.6
B. Warga	24-Sep-25	Review of correspondence from Realtor; call with R. Duwyn re: listing matters; correspondence to J. Karhi re: LOI.	0.5
R. Duwyn	25-Sep-25	Review and sign listings for the various parcels. Emails with interested parties. Review data room. Update on insurance and banking.	0.7
B. Warga	25-Sep-25	Review of correspondence from Realtor; various correspondence to/from J. Karhi; call and e-mail correspondence with Homelife Today Realty.	1.1
Z. Klassen	25-Sep-25	Review MLS listing documents and emails	0.4
R. Duwyn	26-Sep-25	Obtain funds form receiver certificate, approve payments from estate. Call and email to Dixon commercial on creditors. Update on loi.	0.4
R. Duwyn	29-Sep-25	Email with agent on listing and house lease. Send interested party. Review listing.	0.4
Z. Klassen	29-Sep-25	Review listing; Correspondence with interested party and realtor re: property listing	0.3
B. Warga	29-Sep-25	Review of correspondence from Realtor re: listing and lease; call with R. Duwyn re: interested parties; call and e-mail correspondence with interested broker.	0.9
R. Duwyn	30-Sep-25	Email with agent on potential pre-receivership land sale.	0.3
B. Warga	30-Sep-25	Review of correspondence from realtor; call with interested party re: incomplete land purchase; call with J. Karhi re: same.	0.7
R. Duwyn	2-Oct-25	Review legal memo on land grouping.	0.4
Z. Klassen	2-Oct-25	Call with R. Duwyn to review memo from counsel and review parcel groupings; email to/from realtor re: revised groupings	0.6
R. Duwyn	3-Oct-25	Call with counsel on pins and split of land. Review documents from agent on same. Pay insurance invoice. Review response from counsel on land and update to agent. Review avo	0.6
R. Duwyn	6-Oct-25	Update to second secured on listing.	0.2
B. Warga	6-Oct-25	Review and comments on initial offer; review of listings; call with R. Duwyn re: same.	0.5
R. Duwyn	7-Oct-25	Obtain update from agent. Prepare and send update to lender and counsel.	0.4
B. Warga	7-Oct-25	Review of realtor correspondence; correspondence to J. Karhi re: same.	0.5
R. Duwyn	8-Oct-25	Email from agent on lease and follow up with company.	0.2
Z. Klassen	8-Oct-25	Call with unsecured creditor	0.1

Name	Date	Timekeeper comment	Hours
R. Duwyn	14-Oct-25	Review residential lease and discuss with staff.	0.4
B. Warga	14-Oct-25	Review of correspondence from realtor; review of lease agreement; call with R. Duwyn re: same; e-mail correspondence to/from J. Karhi re: lease options.	0.7
R. Duwyn	15-Oct-25	Emails with agent on AVO.	0.2
Z. Klassen	15-Oct-25	Review offer on property	0.2
B. Warga	15-Oct-25	Review of offer; correspondence to/from realtor re: rental agreement.	0.7
R. Duwyn	16-Oct-25	Review offer for land. Call with agent on offers and strategy. Lease matters. Update with counsel to Agriroots	1.2
Z. Klassen	16-Oct-25	Meeting with realtor; review and contemplate offers	1
B. Warga	16-Oct-25	Call with Realtor re: offers and next steps; review of offers and assessment against appraisal/listing prices; correspondence to J. Karhi re: tenant.	1.2
R. Duwyn	17-Oct-25	Review previous MOE approval for on site sewage lagoon. Additional work on MOE approval and emails to agent.	0.6
B. Warga	17-Oct-25	Review of correspondence to/from realtor re: MOE and environmental matters; call with R. Duwyn re: same; correspondence to J. Karhi re: tenant.	0.9
Z. Klassen	17-Oct-25	Review realtor correspondence and discuss	0.3
R. Duwyn	20-Oct-25	Review amended offers. Call with agent. Call with counsel.	0.7
B. Warga	20-Oct-25	Review of offer; call with R. Duwyn re: same.	0.3
R. Duwyn	21-Oct-25	Review offer for home farm, call with agent on same. Call with agent and staff on offers. Call with counsel to Agriroots. Draft and send email to Agriroots.	1.3
Z. Klassen	21-Oct-25	Review offers on real estate and draft summary; discussion with realtor re: offers	1
B. Warga	21-Oct-25	Summarization of offers; call with realtor re: offers; review of e-mail correspondence to/from realtor.	0.9
R. Duwyn	22-Oct-25	Emails with counsel on APS. Emails with agent on potential buyers. Emails with Agriroots on next step. Emails on PIN in sale. Review equipment excluded from potential sale and avenue for sale.	0.6
B. Warga	22-Oct-25	Review of correspondence to/from realtor; call with R. Duwyn re: same.	0.3
Z. Klassen	22-Oct-25	Correspondence re: land parcels	0.3
R. Duwyn	23-Oct-25	Update with counsel on counteroffer.	0.2
R. Duwyn	23-Oct-25	Review revised APS and sign back. OSB estate payments. Feedback and call from agent on counteroffer.	0.9
R. Duwyn	24-Oct-25	Call with agent on counter off received.	0.4
B. Warga	24-Oct-25	Review of offers; call with R. Duwyn re: same.	0.5

Name	Date	Timekeeper comment	Hours
R. Duwyn	27-Oct-25	Review revised offer from Wasserman and update to counsel for Agriroots. Review revised rational form Dalton on offer. Discuss next steps with staff. Call with agent on revised offers and next steps.	0.8
B. Warga	27-Oct-25	Review of offers; correspondence to J. Karhi re: tenant; calls with R. Duwyn re: offers.	0.7
R. Duwyn	28-Oct-25	Updated offer and call with second secured	0.2
B. Warga	28-Oct-25	Review of offer; call with R. Duwyn re: same.	0.3
R. Duwyn	29-Oct-25	Call with agent to review offers and plan for communication back to potential purchaser. Update to lender.	1
B. Warga	29-Oct-25	Call with realtor to discuss offers; call with R. Duwyn re: realtor correspondence; review of realtor e-mail correspondence.	0.8
R. Duwyn	30-Oct-25	Update with Agriroots on offers and next steps.	1.4
B. Warga	30-Oct-25	Call with realtor and Agriroots; follow up call with R. Duwyn; review of realtor correspondence.	0.9
R. Duwyn	31-Oct-25	Email with equipment lender. Call with agent on assets in listing.	0.5
R. Duwyn	31-Oct-25	Call on offer with creditor and call with agent.	0.5
B. Warga	31-Oct-25	Call with realtor and R. Duwyn re: equipment and impact on offer.	0.5
R. Duwyn	3-Nov-25	Call with counsel to Agriroots. Emails with agent. Call with staff on listing.	0.4
B. Warga	3-Nov-25	Correspondence to/from Z. Klassen re: garnishment; review of realtor correspondence; discussion with R. Duwyn re: same.	0.4
Z. Klassen	3-Nov-25	Call with credit bureau; correspondence re: credit bureau	0.3
R. Duwyn	4-Nov-25	Emails with agent and lender on offers. Call with agent.	0.4
B. Warga	4-Nov-25	Review of correspondence from realtor and Agriroots; call with R. Duwyn re: same.	0.4
R. Duwyn	6-Nov-25	Call with agent, review offer. Email to Agriroots.	0.6
B. Warga	6-Nov-25	Call with realtor; review of offers.	0.5
R. Duwyn	7-Nov-25	Call with lender, call with agent.	0.2
B. Warga	7-Nov-25	Call with Agriroots re: offer; call with realtor re: same and counteroffer.	0.6
R. Duwyn	10-Nov-25	Call with agent.	0.1
R. Duwyn	11-Nov-25	Review offer. Call with agent. Call with counsel. Email to creditor. Discuss with staff.	0.6
R. Duwyn	12-Nov-25	Call with creditor and counsel on offer	0.5

Name	Date	Timekeeper comment	Hours
B. Warga	12-Nov-25	Call with Agriroots and legal counsel; calls with R. Duwyn re: offer; review and signing of offer; call/e-mail correspondence with J. Karhi; call with legal counsel.	1.6
R. Duwyn	13-Nov-25	Call with counsel. Calls and emails with pnc. Review security opinion. Website update	0.7
B. Warga	13-Nov-25	Call with R. Duwyn re: offer; correspondence to/from realtor re: same; execution of amended offer.	0.6
Z. Klassen	13-Nov-25	Call with R. Duwyn re: secured assets; contact PNC re: secured assets; review PPSA; email secured creditor; review file/notes for information pertaining to secured asset	1.2
R. Duwyn	14-Nov-25	Follow up on tenant letter. Website update. Call with agent. F/u with pnc bank.	0.4
Z. Klassen	14-Nov-25	Call/voicemail to J. Karhi re: secured equipment	0.1
R. Duwyn	17-Nov-25	Update on PNC debt.	0.1
R. Duwyn	17-Nov-25	Review counteroffer. Discuss with staff and counsel to lender. Tenant matters	0.5
B. Warga	17-Nov-25	Calls with R. Duwyn re: counteroffer; execution of same; e-mail correspondence to J. Karhi re: chattels.	0.4
R. Duwyn	18-Nov-25	Tenant letter review. Email on chattels, call with agent, call with staff.	0.4
B. Warga	18-Nov-25	Calls with R. Duwyn re: chattels and next steps; review of e-mail correspondence to/from realtor.	0.3
R. Duwyn	19-Nov-25	Call with counsel on tenant. Call with agent on chattels. Email to creditor and creditor counsel.	0.4
B. Warga	19-Nov-25	Review of e-mail correspondence re: chattels; call to J. Khari re: same.	0.3
B. Warga	20-Nov-25	Call with R. Duwyn re: chattels; review of e-mail correspondence from realtor re: same.	0.2
B. Warga	21-Nov-25	Call with R. Duwyn re: reporting.	0.1
R. Duwyn	21-Nov-25	Obtain court dates. Outline of report with staff and discuss same. Discussion with agent on update and closing date. Call with counsel on court date and tenant notice. Update to creditor and counsel.	0.8
Z. Klassen	21-Nov-25	Direction from R. Duwyn; draft First Report to Court	4.1
Z. Klassen	24-Nov-25	Draft first report Sales Process, Proposed Sale and accompanying appendices	2.5
R. Duwyn	25-Nov-25	Follow up on purchaser review of APS and tenant letter. Call with counsel on court timing. Obtain deposit on sale. Work on First Report with staff.	0.9
Z. Klassen	25-Nov-25	Draft confidential supplement and accompanying appendices; email to realtor re: sales process analytics; call/direction from R. Duwyn	2.8

Name	Date	Timekeeper comment	Hours
Z. Klassen	26-Nov-25	Review and edit First Report and Confidential Supplement; finalize First Report and Confidential Supplement appendices; follow up email/call on equipment security inquiry	2.9
Z. Klassen	27-Nov-25	Review email from realtor and analytics report; update draft Confidential Supplement with listing analytics	0.5
R. Duwyn	28-Nov-25	Follow up with agent on conditions and counsel on tenant.	0.2
R. Duwyn	1-Dec-25	Update on conditions of sale. Update from counsel on tenant move out. Email on Berlinic. Email update to creditor. Additional update with agent.	0.5
B. Warga	1-Dec-25	Correspondence to/from L. Dunk re: Berlinic Bison Handling Facility; call with R. Duwyn re: same and closing matters.	0.3
R. Duwyn	2-Dec-25	Emails on Berlinic ownership	0.2
B. Warga	2-Dec-25	Correspondence to from R. Duwyn and L. Dunk re: Berlinic fence matter; review of supporting details.	0.3
R. Duwyn	3-Dec-25	Call and email with agent on conditions. Update on revised date and email to creditor.	0.3
R. Duwyn	4-Dec-25	Berlinic and funds in BMO account.	0.3
Z. Klassen	4-Dec-25	Email to PNC and legal counsel re: secured equipment; direction from R. Duwyn re: secured equipment; draft letter to bank; call and fax to bank	0.8
R. Duwyn	5-Dec-25	Update on sale from agent, call with same. Call with bdo staff. Update to lender. Email to counsel.	0.6
Z. Klassen	5-Dec-25	Call/email to BMO re: banking matters	0.2
B. Warga	5-Dec-25	Calls with realtor and R. Duwyn re: transaction; review of e-mail correspondence re: same.	0.5
R. Duwyn	9-Dec-25	Email from counsel on deposit. Call to agent on same. Update with agent on revived listing. Berlinic and pnc debt.	0.4
Z. Klassen	9-Dec-25	Email to/from PNC re: security on equipment; email to R. Duwyn re: security on equipment	0.1
R. Duwyn	11-Dec-25	Update with agent. Update with counsel on tenant.	0.3
R. Duwyn	12-Dec-25	Review release with tenant. Emails with counsel on same. Receiver certificate. Update to lender.	0.5
R. Duwyn	15-Dec-25	Emails on tenant and deposit.	0.3
B. Warga	15-Dec-25	Review of correspondence from realtor re: mutual release; call with R. Duwyn re: same; correspondence to/from realtor re: deposit retention.	0.8
R. Duwyn	16-Dec-25	Deposit matters.	0.2
B. Warga	18-Dec-25	Correspondence to/from realtor.	0.1
R. Duwyn	19-Dec-25	Update on deposit. Banking.	0.2
R. Duwyn	19-Dec-25	Sign lease termination documents, follow up on funding and update to creditor. Call with agent on listing. Review lagoon	0.7

Name	Date	Timekeeper comment	Hours
		documentation. Tenant matters and discuss taking over control of the house.	
B. Warga	19-Dec-25	Calls with R. Duwyn re: tenant and environmental matters; discussion of same with Z. Klassen.	0.6
Z. Klassen	19-Dec-25	Direction from B. Warga re: environmental matters; call and email to Karhi Contracting re: environmental matters; review appraisal re: property winterizing; review old site closure plan	0.9
R. Duwyn	22-Dec-25	Receive funds. Payment to tenant. Utility matters.	0.4
M. Finnegan	22-Dec-25	Supplier payment	0.2
Z. Klassen	22-Dec-25	Review property matters; call/email to setup utilities	0.7
R. Duwyn	29-Dec-25	Tenant and house matters	0.3
Z. Klassen	29-Dec-25	Correspondence re: utilities and tenant; follow up re: site closure plan	0.2
R. Duwyn	5-Jan-26	Update on utilities and tenant.	0.1
Z. Klassen	5-Jan-26	Correspondence with tenant re: key drop off; utility matters	0.8
B. Warga	6-Jan-26	Review of various correspondence to/from realtor re: residence.	0.4
Z. Klassen	6-Jan-26	Correspondence re: key pickup by realtor; review emails from realtor	0.3
R. Duwyn	7-Jan-26	Update with agent on winterization. Discuss same with staff. Update with agent. Update to creditor.	0.6
B. Warga	7-Jan-26	Review of e-mail correspondence from realtor re: interested party and deposit; call with R. Duwyn re: same; correspondence to J. Khari re: property attendance.	0.5
Z. Klassen	7-Jan-26	Calls re: winterizing property; correspondence with realtor re: property access and winterization; correspondence with former tenant re: winterization	0.7
B. Warga	8-Jan-26	Correspondence to/from J. Khari re: site attendance; review of correspondence from realtor.	0.3
R. Duwyn	9-Jan-26	House winterization	0.1
Z. Klassen	9-Jan-26	Obtain quotes for garbage removal; correspondence re: garbage removal and winterization	1.2
Z. Klassen	12-Jan-26	Calls/emails re: garbage removal	0.3
R. Duwyn	13-Jan-26	Update on winterization of house.	0.1
Z. Klassen	13-Jan-26	Calls with plumber and realtor re: winterizing property; correspondence re: junk removal at property	0.7
R. Duwyn	14-Jan-26	Winterizing and update on listing.	0.2
Z. Klassen	14-Jan-26	Call with plumber; Correspondence re: winterizing and junk removal	0.2
Z. Klassen	15-Jan-26	Email to realtor; call re: junk removal;	0.2

Name	Date	Timekeeper comment	Hours
R. Duwyn	16-Jan-26	Email update to creditor. Review invoices for payment.	0.2
Z. Klassen	16-Jan-26	Call re: junk removal; payable matters	0.3
R. Duwyn	19-Jan-26	Review and sign listing extension.	0.3
B. Warga	19-Jan-26	Review of correspondence to/from R. Duwyn, Z. Klassen, and realtor; call with R. Duwyn re: listing extension.	0.3
Z. Klassen	19-Jan-26	Called Karhi Contracting and Ed Karhi re: environmental matters	0.2
R. Duwyn	21-Jan-26	Invoice approval	0.1
Z. Klassen	21-Jan-26	Call with plumbing company; payable matters	0.2
R. Duwyn	26-Jan-26	Email and call with agent. Call with B. Warga, email to agent.	0.4
R. Duwyn	29-Jan-26	Email to and from counsel on new offer and deposit.	0.3
M. Finnegan	30-Jan-26	Pay supplier invoice	0.2
R. Duwyn	30-Jan-26	Call with counsel on return of deposit and offer. Update to creditor.	0.2
R. Duwyn	5-Feb-26	Emails and call with counsel on new offer and deposit.	0.2
R. Duwyn	10-Feb-26	Update on insurance and renewal.	0.2
Z. Klassen	10-Feb-26	Review correspondence re: insurance and email to B. Warga and R. Duwyn for direction; email to insurance broker	0.2
R. Duwyn	13-Feb-26	Call from MTO Re: work on property. Review agreement form same and send to counsel.	0.4
M. Finnegan	17-Feb-26	Bill payment	0.2
R. Duwyn	17-Feb-26	Deposit, MTO matters. Approve payments. Call agent on deposit. Insurance matters.	0.4
Z. Klassen	17-Feb-26	Email to/from JDIMI re: insurance; field call from credit bureau inquiring about operations	0.6
R. Duwyn	18-Feb-26	Deposit return matters. Call with agent on interested parties and lease of land.	0.4
M. Finnegan	18-Feb-26	Return of deposit on sale of assets by wire payment	0.2
Z. Klassen	18-Feb-26	Correspondence re: insurance; email re: quote for insurance; Call with HUB international re: insurance; review current policy	0.4
R. Duwyn	19-Feb-26	Review offer on land. Call with agent and email to lender. Insurance and comments form counsel on offer.	0.8
B. Warga	19-Feb-26	Review of offer; call with realtor and R. Duwyn.	0.5
R. Duwyn	20-Feb-26	Call on property sale	0.2
B. Warga	20-Feb-26	Call with R. Duwyn; review of correspondence from realtor and legal counsel re: offer; execution of offer; calls with realtor re: same.	1.2

Name	Date	Timekeeper comment	Hours
Z. Klassen	20-Feb-26	Review email from HUB insurance; email to realtor re: property inquiry; correspondence form R. Duwyn re: insurance; email to/from HUB insurance	0.4
R. Duwyn	23-Feb-26	Insurance matters	0.1
Z. Klassen	23-Feb-26	Review email from realtor; correspondence re: insurance items; Call re: periodic property check-ins; emails to from insurance brokers re: insurance; Call and email to North Channel Heating and Cooling re: property check-ins; Call with Tom Young during property site visit	1.4
R. Duwyn	24-Feb-26	Follow up with Agent on sale. Insurance matters.	0.2
Z. Klassen	24-Feb-26	Emails to/from insurance broker	0.2
R. Duwyn	25-Feb-26	Update on commission, email to Lender. Follow up with MTO on temporary land use, call with HP and email with MTO on same.	0.4
Z. Klassen	26-Feb-26	Review and sign Property Inspection Agreement; direction from R. Duwyn re: site check-ins	0.2
R. Duwyn	2-Mar-26	Email from agent with update and purchaser position on MTO, sign and return MTO documents.	0.2
Z. Klassen	2-Mar-26	Email to HUB re: invoice for insurance	0.1
R. Duwyn	3-Mar-26	Email with MTO on access for repair to adjacent road.	0.1
Z. Klassen	3-Mar-26	Email to landlord re: site access	0.2
Z. Klassen	4-Mar-26	Call with T. Young re: property inspection; correspondence with R. Duwyn re: site visits; email to realtor re: site visits	0.3
Z. Klassen	9-Mar-26	Voicemail from Tom Young; query R. Duwyn re: site check-ins	0.1
Z. Klassen	10-Mar-26	Correspondence re: site attendance concerns; Call with T. Young re: property check-in	0.2
Z. Klassen	11-Mar-26	Email re: laptop pickup from Layer3 IT	0.1
R. Duwyn	12-Mar-26	Update with agent on closing and send update to Lender.	0.3
R. Duwyn	13-Mar-26	Update with agent on conditions. Multiple calls and emails with agent.	0.4
B. Warga	13-Mar-26	Call with R. Duwyn re: transaction; review of e-mail correspondence re: same.	0.1
R. Duwyn	16-Mar-26	Update with agent on status of offer.	0.2
Z. Klassen	17-Mar-26	Email/call from T. Young re: property inspection/update	0.2
R. Duwyn	19-Mar-26	Complete MTO access request.	0.2
Z. Klassen	19-Mar-26	Payable matters	0.1
R. Duwyn	20-Mar-26	Email update to lender. Receiver certificate.	0.4
B. Warga	20-Mar-26	Call with J. Karhi's bookkeeper re: access to premises and records; correspondence to/from Z. Klassen re: same.	0.3

Name	Date	Timekeeper comment	Hours
Z. Klassen	20-Mar-26	Call with T. Young re: remaining items in the residence; emails re: bookkeeper's request	0.2
R. Duwyn	23-Mar-26	Call with counsel to lender.	0.3
B. Warga	23-Mar-26	Call with R. Duwyn re: file matters; review of correspondence to Agrirroots.	0.2
R. Duwyn	24-Mar-26	Discussion on lease of farmland.	0.3
Z. Klassen	24-Mar-26	Call to J. Karha's bookkeeper Lori re: site access; call to T. Young re: providing site access to Lori	0.2
R. Duwyn	25-Mar-26	Review offer to lease land and email with agent. Update call with agent.	0.3
R. Duwyn	30-Mar-26	Call with agent.	0.2
Z. Klassen	30-Mar-26	Email to/from T. Young re: site inspection and house photos	0.1
R. Duwyn	31-Mar-26	Email on land lease. Update with agent. Insurance matters.	0.4
Z. Klassen	31-Mar-26	Review insurance policy documents and query R. Duwyn	0.2
R. Duwyn	1-Apr-26	Update with agent x2. Emails on land lease and agree to same.	0.3
Z. Klassen	1-Apr-26	Respond to creditor inquiry email	0.1
R. Duwyn	2-Apr-26	Land lease and land sale update.	0.2
R. Duwyn	6-Apr-26	Update on lease and potential land sale.	0.4
Z. Klassen	6-Apr-26	Update and review APS for property sale	0.7
R. Duwyn	8-Apr-26	Discuss report with staff.	0.2
B. Warga	8-Apr-26	Correspondence to/from Z. Klassen re: creditor inquiries.	0.1
Z. Klassen	8-Apr-26	Respond to creditor inquiry; email to/from HUB re: payables for insurance; update Confidential Supplement for Receiver's First Report to Court	0.6
Z. Klassen	9-Apr-26	Review and update Appendices for Receiver's First Report to Court and Confidential Supplement	0.9
R. Duwyn	10-Apr-26	Update on potential offer.	0.4
Z. Klassen	10-Apr-26	Edits to Receiver's First Report to Court and Confidential Supplement; respond to email inquiry from party doing periodic property patrols	1.6
R. Duwyn	14-Apr-26	Update with second mortgage holder.	0.2
R. Duwyn	16-Apr-26	Insurance matters and estate funding.	0.2
R. Duwyn	17-Apr-26	Call with agent on revised offer. Review offer, send to counsel. Work on updated CRA and property tax amounts. Review and edit report.	1.2
M. Finnegan	17-Apr-26	Calls and emails to two township offices to request property tax statements	0.5

Name	Date	Timekeeper comment	Hours
B. Warga	17-Apr-26	Call with R. Duwyn re: Court hearing, offer, and reporting; review of final offer; updates to First Report; updates to Confidential Supplement.	1.9
R. Duwyn	20-Apr-26	Work on confidential report and appendix.	0.7
R. Duwyn	21-Apr-26	Edits to report. Payment of insurance.	0.3
M. Finnegan	22-Apr-26	Receipt of funds, process wire payment for insurance	0.3
R. Duwyn	22-Apr-26	Pay invoices. Call with CRA.	0.3
R. Duwyn	23-Apr-26	Issues with assets on site, call with staff, call with property manager, call with counsel. Review email from second secured. Call with staff on discussion with buyer. Call with agent on same.	1.2
B. Warga	23-Apr-26	Call with Purchaser re: chattels; call with R. Duwyn re: same.	0.8
R. Duwyn	24-Apr-26	Update to Farm Lending on status of offer. Call with CRA on account. Call with counsel land allocation, send appraisal to same.	0.8
B. Warga	24-Apr-26	Review of e-mail correspondence to/from Farm Lending; call with R. Duwyn re: same.	0.6

APPENDIX F

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LEADING FUND LP

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

**AFFIDAVIT OF THOMAS MASTERSON
(Sworn April 30, 2026)**

I, **THOMAS MASTERSON**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for BDO Canada Limited, in its capacity as Court-Appointed Receiver of the Respondents, Northhorizon Farms Inc. Jonathan Karhi and Amy Karhi, in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of March 31, 2025, to April 30, 2026.
3. Attached hereto and marked as **Exhibit "B"** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of March

31, 2025 to April 30, 2026 and an account statement detailing the services provided dated April 30, 2026.

4. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.
5. The fees and disbursements of Harrison Pensa ^{LLP} in this matter to April 30, 2026, are as follows:
 - a. Total Billed Fees and Disbursements from March 31, 2025, to April 30, 2026 - \$39,423.46
6. The weighted average hourly rate charged by professionals at Harrison Pensa ^{LLP} is \$453.94.
7. I estimate that the legal fees incurred by professionals at Harrison Pensa ^{LLP} from March 31, 2025, to close this matter will total an additional \$20,000.00.
8. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

Sworn before me: ☒ in person OR ☐ by video conference

by Thomas Masterson, at the City of London, in the County of Middlesex, before me on April 30, 2026.



Commissioner for Taking Affidavits

Sydney Inghelbrecht LSO#P20593



THOMAS MASTERSON

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

AGRIROOTS REALTY INC. as general partner for AGRIROOTS
DIVERSIFIED LEADING FUND LP

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, and AMY KARHI

Respondents

EXHIBITS

TABS "A" TO "B" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
THOMAS MASTERSON
SWORN THIS 30th DAY OF APRIL, 2026



A Commissioner for taking Affidavits

EXHIBIT A

(From March 31, 2025 to April 30, 2026)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Bill Mitches	2007	20.20	\$525.00	\$10,605.00
	Melinda Vine	2007	26.50	\$600.00	\$15,900.00
Associates	Jason DiFruscia	2021	5.90	\$275.00	\$1,622.50
	Thomas Masterson	2019	5.20	\$315.00	\$1,638.00
Clerks	Sydney Inghelbrecht		2.20	\$165.00	\$363.00
	Nicole Clayton		0.30	\$165.00	\$49.50
	Olivia Rajsp		0.20	\$215.00	\$43.00
	Andrea Tingey		2.50	\$100.00	\$250.00
	Amy Broome		0.30	\$165.00	\$49.50
Students	Kinsey Greenfield		7.80	\$225.00	\$1,755.00
TOTAL FEES					\$32,275.50
HST ON FEES					\$4,195.82
TOTAL TAXABLE DISBURSEMENTS					\$2,549.77
TOTAL NON – TAXABLE DISBURSEMENTS					\$70.90
HST DISBURSEMENTS					\$331.47
TOTAL FEES, DISBURSEMENTS AND HST					\$39,423.46

EXHIBIT B

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

BDO Canada Limited
300-51 Breithaupt Street
Kitchener, ON N2H 5G5

April 30, 2026
Invoice #: 2263115
Account #: 2263115-206877

File#: 206877/Melinda Vine
Re: Northhorizon Farms Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
31-Mar-25	To various correspondence with client;	0.30	\$180.00	MVI
13-Jun-25	To review file;	0.20	\$33.00	SIN
13-Jun-25	To correspondence with client;	0.20	\$120.00	MVI
17-Jun-25	To correspondence with client;	0.20	\$120.00	MVI
17-Jun-25	To correspondence with client;	0.20	\$120.00	MVI
18-Jun-25	To various correspondence re: registration on title;	0.20	\$120.00	MVI
18-Jun-25	To correspondence with client and counsel;	0.30	\$180.00	MVI
18-Jun-25	To correspondence with client;	0.20	\$120.00	MVI
18-Jun-25	To receipt and review of Order Appointing Receiver;	0.30	\$157.50	BDM
19-Jun-25	To conference borrower's counsel;	0.30	\$180.00	MVI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
19-Jun-25	To conference client;	0.20	\$120.00	MVI
19-Jun-25	To correspondence with counsel;	0.20	\$120.00	MVI
21-Jun-25	To review file;	0.20	\$105.00	BDM
21-Jun-25	To review Application Record for Parcel Registers;	0.20	\$105.00	BDM
23-Jun-25	To various correspondence re: PINS;	0.20	\$120.00	MVI
24-Jun-25	To correspondence;	0.10	\$52.50	BDM
30-Jun-25	To registration of court order;	0.20	\$105.00	BDM
30-Jun-25	To review of draft order, title matters, appraisal listed PINS, Application Record PINs and dummy transfers to ensure complete list of properties to be impacted by Registered Order;	0.40	\$210.00	BDM
30-Jun-25	To correspondence re: Registering Order on title;	0.20	\$120.00	MVI
01-Jul-25	To correspondence with client;	0.20	\$120.00	MVI
02-Jul-25	To correspondence with client;	0.20	\$120.00	MVI
15-Jul-25	To obtain searches;	0.20	\$43.00	ORA
15-Jul-25	Title services: PIN/MPAC x20, Mortgages, writ search	1.50	\$150.00	ATI
15-Jul-25	To request searches.	0.30	\$67.50	KGR
16-Jul-25	To start drafting security report.	1.20	\$270.00	KGR
18-Jul-25	Title services Parcel x11, teranet block map x5, instruments x3	1.00	\$100.00	ATI
18-Jul-25	To continue drafting Security Report.	1.00	\$225.00	KGR

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
21-Jul-25	To edit documents;	1.10	\$181.50	SIN
24-Jul-25	To finish and finalize Security Report.	3.40	\$765.00	KGR
24-Jul-25	To revise Opinion re: Agriroots	0.70	\$220.50	THM
24-Jul-25	To draft Opinion re: AAFC	1.00	\$315.00	THM
25-Jul-25	To add additional documents to file.	0.20	\$45.00	KGR
25-Jul-25	To correspondence with client;	0.20	\$120.00	MVI
28-Jul-25	To revise Opinion	0.30	\$94.50	THM
03-Sep-25	To security reports;	1.00	\$600.00	MVI
12-Sep-25	To correspondence with client;	0.20	\$120.00	MVI
22-Sep-25	To correspondence with client;	0.20	\$120.00	MVI
23-Sep-25	To email with client;	0.20	\$120.00	MVI
24-Sep-25	To review of title matters for planning act purposes.	0.60	\$315.00	BDM
24-Sep-25	To prepare draft APS for use with farms;	1.20	\$630.00	BDM
26-Sep-25	To revise Purchase Agreement;	0.50	\$262.50	BDM
30-Sep-25	To correspondence re Planning Act;	0.20	\$105.00	BDM
30-Sep-25	To further Planning Act review on abutting lands;	0.30	\$157.50	BDM
30-Sep-25	To APS;	0.50	\$300.00	MVI

GST / HST REGISTRATION NO: R867630543

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TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
01-Oct-25	To prepare memo on planning act.	0.90	\$472.50	BDM
01-Oct-25	To email with client;	0.20	\$120.00	MVI
02-Oct-25	To draft approval and vesting order	1.00	\$275.00	JDI
02-Oct-25	To Planning Act Memo;	0.20	\$120.00	MVI
02-Oct-25	To correspondence with client;	0.20	\$120.00	MVI
03-Oct-25	To receipt and review of email and mapping from client (and realtor) on abutting lands;	0.30	\$157.50	BDM
03-Oct-25	To further review of Planning Act re Travelled Road and merger;	0.40	\$210.00	BDM
03-Oct-25	To conference client;	0.20	\$120.00	MVI
03-Oct-25	To review correspondence from RE agent;	0.20	\$120.00	MVI
03-Oct-25	To Approval and Vesting Order;	0.30	\$180.00	MVI
03-Oct-25	To email with client;	0.20	\$120.00	MVI
04-Oct-25	To various correspondence re: merger;	0.20	\$120.00	MVI
14-Oct-25	To correspondence with client;	0.20	\$120.00	MVI
14-Oct-25	To review lease;	0.30	\$180.00	MVI
16-Oct-25	To review law re transfer at undervalue and residential tenancy act	0.50	\$137.50	JDI
16-Oct-25	To call with client;	0.20	\$105.00	BDM
16-Oct-25	To correspondence with client;	0.20	\$120.00	MVI
20-Oct-25	To conference client;	0.20	\$120.00	MVI

GST / HST REGISTRATION NO: R867630543

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TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
20-Oct-25	To receipt and review of APS; to correspondence with client;	0.50	\$300.00	MVI
21-Oct-25	To review and comment on provisions of offer to purchase;	0.90	\$472.50	BDM
21-Oct-25	To review APS changes;	0.30	\$180.00	MVI
21-Oct-25	To conference client;	0.20	\$120.00	MVI
22-Oct-25	To correspondence with client; to review with real estate counsel;	0.40	\$240.00	MVI
22-Oct-25	To correspondence with client; and to update and review title;	0.40	\$210.00	BDM
22-Oct-25	To call with client and to review of title;	0.30	\$157.50	BDM
22-Oct-25	To draft schedule of permitted encumbrances	1.00	\$275.00	JDI
22-Oct-25	To various correspondence re: APS and PINS;	0.30	\$180.00	MVI
22-Oct-25	To call with client;	0.20	\$120.00	MVI
23-Oct-25	To review and revise Permitted Encumbrances; and to modify included PINS;	0.90	\$472.50	BDM
23-Oct-25	To correspondence;	0.20	\$105.00	BDM
23-Oct-25	To revise APS and schedules	1.30	\$357.50	JDI
23-Oct-25	To emails with client re APS	0.20	\$55.00	JDI
30-Oct-25	To conference client;	0.20	\$120.00	MVI
11-Nov-25	To correspondence;	0.20	\$105.00	BDM
11-Nov-25	To revise APS	0.20	\$55.00	JDI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
11-Nov-25	To call with client	0.20	\$120.00	MVI
11-Nov-25	To email with client	0.20	\$120.00	MVI
12-Nov-25	To review of APS (as revised) and making notes on deficiencies.	0.30	\$157.50	BDM
12-Nov-25	To review of title matters and allocation of purchase price; and to correspondence;	0.20	\$105.00	BDM
12-Nov-25	To telephone call with client;	0.20	\$105.00	BDM
12-Nov-25	To modify APS;	0.20	\$105.00	BDM
12-Nov-25	To further revise and deliver APS;	0.20	\$105.00	BDM
12-Nov-25	To review of security and revise draft report;	0.90	\$472.50	BDM
12-Nov-25	To phone call with Brent Warga at BDO	0.20	\$105.00	BDM
12-Nov-25	To revise approval and vesting order and agreement of purchase and sale	1.70	\$467.50	JDI
12-Nov-25	To call with client	0.20	\$120.00	MVI
12-Nov-25	To meet with client and creditor	0.20	\$120.00	MVI
12-Nov-25	To various correspondence re: APS and chattels	0.20	\$120.00	MVI
12-Nov-25	To security report	0.30	\$180.00	MVI
13-Nov-25	To call with receiver; and to modify and deliver opinion;	0.70	\$367.50	BDM
13-Nov-25	To call with client	0.20	\$120.00	MVI
18-Nov-25	To draft letter to Tenant	0.30	\$49.50	ABR
18-Nov-25	To review lease and draft letter	0.50	\$300.00	MVI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
19-Nov-25	To various correspondence with client re: tenant issue	0.30	\$180.00	MVI
21-Nov-25	To various correspondence with client	0.30	\$180.00	MVI
25-Nov-25	To update documents and review file;	0.60	\$99.00	SIN
25-Nov-25	To finalize letter to tenant	0.20	\$120.00	MVI
25-Nov-25	To conference client	0.20	\$120.00	MVI
25-Nov-25	To call with Tenant	0.20	\$120.00	MVI
01-Dec-25	To various correspondence with tenant	0.30	\$180.00	MVI
05-Dec-25	To correspondence from client;	0.20	\$105.00	BDM
05-Dec-25	To call with tenant; to emails with client	0.40	\$240.00	MVI
08-Dec-25	To correspondence from client re conditions;	0.20	\$105.00	BDM
08-Dec-25	To review APS terms and deposit issue	0.20	\$120.00	MVI
08-Dec-25	To call with client	0.20	\$120.00	MVI
11-Dec-25	To draft Release / N11 Notice.	0.60	\$135.00	KGR
12-Dec-25	To amend release.	0.20	\$45.00	KGR
12-Dec-25	To finalize/compile release/N11.	0.30	\$67.50	KGR
12-Dec-25	To issue full and final release.	0.20	\$45.00	KGR
12-Dec-25	To draft Release and N11 form	1.00	\$600.00	MVI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Dec-25	To correspondence with client	0.30	\$180.00	MVI
15-Dec-25	To follow with Tenant	0.20	\$120.00	MVI
16-Dec-25	To receipt and review of mutual release	0.20	\$120.00	MVI
16-Dec-25	To correspondence with client	0.20	\$120.00	MVI
17-Dec-25	To send e-mail correspondence;	0.30	\$49.50	SIN
18-Dec-25	To email tenant.	0.20	\$45.00	KGR
18-Dec-25	To organize documents and send e-mail;	0.30	\$49.50	NCL
18-Dec-25	To correspondence with tenant	0.20	\$120.00	MVI
19-Dec-25	To receipt and review of Release; to correspondence with client; to correspondence with Tenant	0.50	\$300.00	MVI
06-Jan-26	To review file.	0.20	\$45.00	KGR
06-Jan-26	To correspondence with client	0.20	\$120.00	MVI
07-Jan-26	To correspondence with client	0.20	\$120.00	MVI
07-Jan-26	To call with client	0.20	\$120.00	MVI
08-Jan-26	To call to counsel for Purchaser	0.20	\$120.00	MVI
29-Jan-26	To call with deposit holder lawyer	0.20	\$120.00	MVI
29-Jan-26	To email with client	0.30	\$180.00	MVI
30-Jan-26	To call with client	0.20	\$120.00	MVI
30-Jan-26	To call with client	0.20	\$120.00	MVI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
05-Feb-26	To correspondence from deposit counsel	0.20	\$120.00	MVI
05-Feb-26	To correspondence with counsel	0.20	\$120.00	MVI
05-Feb-26	To call with client; to email to client	0.20	\$120.00	MVI
17-Feb-26	To review of correspondence;	0.20	\$105.00	BDM
17-Feb-26	To various correspondence re: work easement	0.30	\$180.00	MVI
17-Feb-26	To various correspondence re: deposit	0.30	\$180.00	MVI
17-Feb-26	To correspondence with counsel re: deposit	0.20	\$120.00	MVI
19-Feb-26	To review of new APS and schedules; and to correspondence with BDO;	0.90	\$472.50	BDM
19-Feb-26	To receipt and review of mutual release	0.20	\$120.00	MVI
19-Feb-26	To correspondence with client	0.20	\$120.00	MVI
25-Feb-26	To call with Robyn re temporary rights to MTO;	0.20	\$105.00	BDM
25-Feb-26	To correspondence from client	0.20	\$120.00	MVI
12-Mar-26	To correspondence with client	0.20	\$120.00	MVI
13-Mar-26	To correspondence re: court dates	0.20	\$120.00	MVI
16-Mar-26	To correspondence with client	0.20	\$120.00	MVI
20-Mar-26	To review of materials and correspondence from MTO;	0.20	\$105.00	BDM
27-Mar-26	To receipt and review of MTO documents; and to email to Robyn;	0.30	\$157.50	BDM

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
06-Apr-26	To call with client	0.20	\$120.00	MVI
06-Apr-26	To correspondence re: court date	0.20	\$120.00	MVI
10-Apr-26	To conference client	0.20	\$120.00	MVI
17-Apr-26	To receipt and review of new offer; and to review of MTO package and correspondence with Robyn Duwyn;	0.60	\$315.00	BDM
17-Apr-26	To revising APS and correspondence with Robyn Duwyn;	0.60	\$315.00	BDM
17-Apr-26	To draft Motion	1.50	\$472.50	THM
17-Apr-26	To draft Ancillary Order	0.70	\$220.50	THM
17-Apr-26	To draft Factum	1.00	\$315.00	THM
17-Apr-26	To conference client; to correspondence with client	0.50	\$300.00	MVI
20-Apr-26	To receipt and review of fully executed APS;	0.20	\$105.00	BDM
20-Apr-26	To review terms of alleged Lease for Marble Slab;	0.20	\$105.00	BDM
21-Apr-26	To receipt and review of signed Agreement materials from listing brokerage;	0.30	\$157.50	BDM
23-Apr-26	To review of email from Max Prince (solicitor for creditor);	0.20	\$105.00	BDM
23-Apr-26	To review correspondence from Prince; to call with client	0.30	\$180.00	MVI
24-Apr-26	To review allocation issues and to call with Robyn Duwyn;	0.50	\$262.50	BDM
24-Apr-26	To review allocation; to correspondence with client; to documents from client	0.50	\$300.00	MVI
24-Apr-26	To correspondence with Prince	0.20	\$120.00	MVI
24-Apr-26	To correspondence re: marshalling	0.20	\$120.00	MVI

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
27-Apr-26	To review of title to 19 parcels; and to review of new and old appraisal; and to prepare allocation of purchase price spreadsheet; to review the concept of marshalling; to create summary of encumbrances broken out per parcel; and to review of AgriRoots security;	2.70	\$1,417.50	BDM
27-Apr-26	To call with client	0.20	\$120.00	MVI
27-Apr-26	To review Receiver's Report; to various issues re: allocation and PIN; to calls with client	0.60	\$360.00	MVI
28-Apr-26	To meeting to review marshalling issue raised by third mortgagee;	0.30	\$157.50	BDM
28-Apr-26	To review marshalling and price allocation; to call with client	0.40	\$240.00	MVI
29-Apr-26	To correspondence;	0.20	\$105.00	BDM
29-Apr-26	To correspondence with Max Prince (solicitor for third mortgagee).	0.20	\$105.00	BDM
29-Apr-26	To correspondence from Max Prince.	0.20	\$105.00	BDM
29-Apr-26	To various correspondence with Prince	0.20	\$120.00	MVI
29-Apr-26	To review First Report of the Receiver and Confidential Supplement	1.00	\$600.00	MVI
30-Apr-26	To Notice of Motion	0.50	\$300.00	MVI
Total Fees			\$ 32,275.50	
Plus GST:			0.00	
Plus HST:			4,195.82	
Total Fees (INCL TAX)			<u>\$ 36,471.32</u>	

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Bill Mitches	20.20	525.00	\$10,605.00
Melinda Vine	26.50	600.00	\$15,900.00
Jason DiFruscia	5.90	275.00	\$1,622.50
Kinsey Greenfield	7.80	225.00	\$1,755.00

GST / HST REGISTRATION NO: R867630543

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TERMS: DUE UPON RECEIPT

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Thomas Masterson	5.20	315.00	\$1,638.00
Nicole Clayton	0.30	165.00	\$49.50
Sydney Inghelbrecht	2.20	165.00	\$363.00
Olivia Rajsp	0.20	215.00	\$43.00
Andrea Tingey	2.50	100.00	\$250.00
Amy Broome	0.30	165.00	\$49.50

NON-TAXABLE DISBURSEMENTS

Register Application		70.90
Total Non-taxable Disbursements:	\$	\$70.90

TAXABLE DISBURSEMENTS

Entity Profile Report	28.00
PPSA	122.10
Teranet Search	1,006.70
Teranet Writs	40.20
Teranet Registration Fee	11.80
Courier (Outside)	49.97
Title Services	411.00
Title Services	750.00
Registration Services	130.00

Total Taxable Disbursements	\$2,549.77
Plus HST	331.47

Total Disbursements (INCL TAX) **\$ 2,952.14**

TOTAL DUE & OWING **\$ 39,423.46**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: 
Melinda Vine

E. & O.E.

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101

P.O. Box 3237

London, ON N6A 4K3

Lawyer Name	Account #	File Number	Invoice #	Amount
Melinda Vine	2263115-206877	206877	2263115	\$39,423.46

Payment Method #1 – EFT/Wire (Preferred Method)

Beneficiary Customer:

Harrison Pensa LLP
130 Dufferin Ave, Suite 1101
London, ON, Canada N6A 5R2

Beneficiary Bank:

CIBC
King & Wellington Banking Centre
355 Wellington Street, Unit #177
London, ON, Canada N6A 3N7

Account #: **4401212**

Bank #: **0010**

Transit #: **00082**

Account Name: **Harrison Pensa LLP General Account**

SWIFT Code: **CIBCCATT**

Canadian Clearing Code: **CC001000082**

*For international wire instructions please contact receivables@harrisonpensa.com OR
call 519-661-6779*

**For Payment method #1 a payment remittance MUST be sent by email to receivables@harrisonpensa.com in order to ensure
your payment is applied to your account correctly.**

The payment remittance should include your file number and invoice number.

Payment Method #2 – Online Payment (Canadian funds only)

You may pay your invoice(s) through participating Canadian financial institution's online banking by selecting **Harrison Pensa LLP** as the Payee entering your **Account #** (as noted above).

Payment Method #3 – Credit Card & Visa Debit Payments

Credit card payments can be made through our online payment portal at: <http://www.harrisonpensa.com/make-a-payment/>

Payment Method #4 - Cheque

By Mail:

Harrison Pensa LLP
130 Dufferin Ave.
P.O. Box 3237
London, ON, Canada N6A 4K3

For additional information please contact receivables@harrisonpensa.com OR call 519-661-6779

GST / HST REGISTRATION NO: R867630543

Interest of 2.5% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT

AGRIROOTS REATLY INC. as general partner for
AGRIROOTS DIVERSIFIED LENDING FUND LP

-and-

NORTHORIZON FARMS INC., et al.

Applicants

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

AFFIDAVIT OF THOMAS MASTERSON

Harrison Pensa^{LLP}

Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO#53612R)
Thomas Masterson (LSO#76835U)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com
Email: tmasterson@harrisonpensa.com

Solicitors for the Receiver,
BDO Canada Limited

APPENDIX G

NORTHORIZON FARMS INC., JONATHAN KARHI, AND AMY KARHI
STATEMENT OF RECEIPTS AND DISBURSEMENTS
for the period June 13, 2025 to April 29, 2026

	<u>Amount</u>	Notes
Receipts		
Interest	478	
Receiver's borrowings	67,000	
Total Receipts	67,478	
Disbursements		
Appraisal fees	18,920	
Filing fees	252	
HST paid on disbursements	2,860	
Insurance	33,399	
Miscellaneous	7,200	(1)
Repairs and maintenance	2,753	
Utilities	262	
Total Disbursements	65,646	
Excess of Receipts over Disbursements - Funds Held in Trust as at April 29, 2026	\$ 1,832	

Notes:

(1) Miscellaneous represents a rent settlement per agreement with prior tenant.

APPENDIX H

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

AGRIROOTS REALTY INC. as general partner for AGRIROOTS

DIVERSIFIED LENDING FUND LP

Applicants

- and -

NORTHORIZON FARMS INC., JONATHAN KARHI, AND AMY KARHI

Respondents

APPLICATION UNDER Subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended, Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and Rule 14.05(3)(g) and (h) of the *Rules of Civil Procedure*

RECEIVER'S CERTIFICATE OF PERFORMANCE

RECITALS

A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 13, 2025, BDO Canada Limited was appointed receiver and manager (the "**Receiver**") of the assets, undertakings and properties of Northhorizon Farms Inc., Jonathan Karhi, and Amy Karhi (collectively, the "**Debtor**").

B. Pursuant to an Order of the Court dated _____ (the "**Discharge Order**"), the Court authorized and directed the Receiver to carry out certain outstanding matters to complete the receivership (the "**Outstanding Matters**") that were proposed in the First Report, and further provided that upon the Receiver filing a Certificate of Performance with this Court certifying that the Outstanding Matters had been completed, the Receiver shall thereby be immediately discharged and the Receiver and all of its directors, officers, partners, employees, agents, attorneys and counsel released from any and all claims in respect of all acts or omissions of any such parties in the performance or intended performance of the Receiver's mandate or any activity related thereto.

THE RECEIVER HEREBY CERTIFIES the following:

1. The Receiver has completed the Outstanding Matters in accordance with the terms of the First Report and the Discharge Order such that the discharge and release of the Receiver should now be effective.

DATED at London, Ontario this _____ day of _____, 2026.

**BDO CANADA LIMITED
COURT-APPOINTED RECEIVER OF
NORTHORIZON FARMS INC., JONATHAN KARHI,
AND AMY KARHI**

Per: Robyn Duwyn CA, CPA, CIRP, LIT
Senior Vice-President

AGRIROOTS REALTY INC.

and

NORTHORIZON FARMS INC., et al.

Applicants

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

FIRST REPORT OF THE RECEIVER

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Melinda Vine (LSO #53612R)
Thomas Masterson (LSO#76835U)

Tel: (519) 679-9660
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Lawyers for the Receiver,
BDO Canada Limited

AGRIROOTS REALTY INC.

and

NORTHORIZON FARMS., et al

Applicants

Respondents

Court File No. CV-25-00029832-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
SAULT STE. MARIE, ONTARIO

MOTION RECORD

HARRISON PENZA LLP

Barristers & Solicitors
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Email: tmasterson@harrisonpenza.com

Lawyers for the Receiver,
BDO Canada Limited