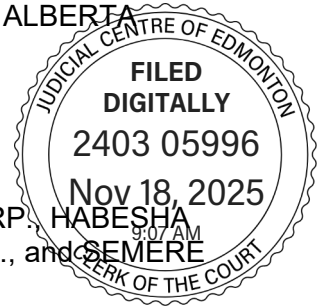


Clerk's Stamp:

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



DOCUMENT **APPLICATION OF BDO CANADA LIMITED AS RECEIVER OF BEREKET & G HOLDINGS CORP. and HABESHA AFRICAN SUPERMARKET LTD.**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
 MILLER THOMSON LLP
 Barristers and Solicitors
 2700 Commerce Place
 10155 – 102 Street
 Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey
 Phone: 780-429-9746 / 780-429-9777
 Email: snorris@millerthomson.com / dbailey@millerthomson.com
 File No. 0249783.0002

NOTICE TO RESPONDENTS:

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the justice.

To do so, you must be in Court when the application is heard as shown below:

Date	<u>November 27th, 2025</u>
Time	<u>11:30 A.M.</u>
Where	<u>Edmonton Law Courts (via WEBEX) Virtual Courtroom 86 https://albertacourts.webex.com/meet/virtual.courtroom86</u>
Before Whom	<u>The Honourable Justice Douglas R. Mah (Commercial List)</u>

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. The Applicant, BDO Canada Limited in its capacity as court-appointed receiver (the “Receiver”) in respect of the assets, undertakings and properties (the “Property”) of

Bereket & G Holdings Corp. (“**Bereket**”) and Habesha African Supermarket Ltd. (“**Habesha**” and together with Bereket, the “**Companies**”) seeks among other things, the following relief:

- (a) an Order substantially in the form attached as **Schedule “A”**:
 - (i) abridging, the time for service of this application and the supporting material, if necessary, and deeming service thereof to be good and sufficient;
 - (ii) authorizing and approving the transaction (the “**Transaction**”) contemplated under the purchase sale agreement (the “**Sale Agreement**”) between the Receiver and Lizotte Investments Inc. (the “**Purchaser**”) dated November 3rd, 2025 for the commercial property located at 10709 105 Street NW in Edmonton, Alberta (the “**Real Property**” or the “**Purchased Asset**”);
 - (A) authorizing and directing the Receiver take all steps reasonably required to carry out the terms of the Sale Agreement;
 - (B) upon closing of the Transaction, vesting title to the Purchased Asset in and to the Purchaser, or its nominee; and
- (b) an Order substantially in the form attached as **Schedule “B”**:
 - (i) approving and ratifying the actions, conduct and activities of the Receiver as set out in the Third Report of the Receiver, dated November 17, 2025 (the “**Third Report**”);
 - (ii) approving the Receiver’s Interim Statement of Receipts and Disbursements as set out in Appendix “B” of the Third Report (the “**Interim SRD**”);
 - (iii) approving the professional fees and disbursements of the Receiver and its legal counsel, Miller Thomson LLP (“**Miller Thomson**”), for the period ending October 31, 2025, for Bereket and Habesha (collectively, the “**Professional Fees**”);

- (iv) temporarily sealing the Confidential Supplement to the Third Report of the Receiver dated November 17, 2025 (the “**Confidential Supplement to the Third Report**”) until thirty (30) days following the closing of sale of the Real Property has been completed or until further order of this Honourable Court;
- (c) granting such further and other relief as counsel may advise and this Honourable Court deems just and appropriate.

Grounds for making this application:

Background

- 2. On April 4, 2024, upon the application of RBC, the Receiver was appointed receiver over Bereket and its Property pursuant to the Order of the Honourable Justice J. S. Little (the “**Initial Receivership Order**”).
- 3. On July 22, 2024, upon the application of RBC, the Receiver was appointed receiver over Habesha and its Property pursuant to the Order of the Honourable Justice K.G. Neilsen (the “**Amended Receivership Order**”).
- 4. Pursuant to the terms of the Amended Receivership Order, among other things, the Receiver is empowered and authorized:
 - (a) to take possession of and exercise control over the Property;
 - (b) to engage consultants, appraisers, agents, experts, auditors, accountants, managers and counsel and such other persons to assist with the exercise of the Receiver’s powers and duties;
 - (c) 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;
 - (d) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, subject to the approval of this Honourable Court for any transactions exceeding \$50,000, or the aggregate of multiple transactions exceeding \$250,000; and

- (e) to manage, operate and carry on the business of the Companies', 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 Companies.
- 5. Bereket's business consisted of operating the Real Property.
- 6. Habesha was a primary occupant of the Real Property and its business consisted of operating as a grocer of African and Carribbean foods and other goods.

Sale Process and Sale Agreement

- 7. On June 7, 2024, pursuant to the Order of the Honourable Justice J.S. Little (the "**June 7 Order**"), the Court approved a marketing process in respect of the Real Property (the "**Marketing Process**").
- 8. Following the June 7 Order and the subsequent issuance of the Amended Receivership Order, the Receiver initiated the Marketing Process and engaged Cushman & Wakefield Edmonton ("**Cushman**") in accordance with the June 7 Order.
- 9. The Real Property was initially listed for \$2.85 million and subsequently reduced on the recommendation of Cushman as follows:
 - (a) \$2,650,000 on February 25, 2025;
 - (b) \$2,350,000 on May 22, 2025;
 - (c) \$1,950,000 on July 28, 2025.
- 10. The Purchaser submitted its offer to purchase the Real Property pursuant to the Sale Agreement and in accordance with the June 7 Order.
- 11. The Purchaser has tendered the first installment of the deposit to the Receiver pursuant to the terms of the Sale Agreement.
- 12. The Receiver is seeking approval of the Sale Agreement, the terms of which are described in the Third Report and the Confidential Supplement to the Third Report.
- 13. The Sale Agreement requires the Real Property to be sold free and clear of any encumbrances, including any leases associated with the Purchased Asset, except permitted encumbrances.

14. The Receiver is of the view that the Transaction contemplated by the Sale Agreement represents the highest and best realization value available in the present circumstances.

Sealing of the Confidential Supplement to the Third Report

15. The Confidential Supplement to the Third Report contains confidential and commercially sensitive information related to the Sales Process, Sale Agreement and Transaction.
16. An order sealing the Confidential Supplement to the Third Report is appropriate given the commercially sensitive information contained therein and the potential negative impact that disclosure of such information may have in these proceedings should the Transaction contemplated in the Sale Agreement not be completed and further marketing of the Real Property be required.
17. The proposed sealing order is temporary in that the Confidential Supplement to Third Report would only remain sealed until the earlier of thirty (30) days following the closing of the sale of the Real Property or further Order of this Honourable Court.
18. There are no reasonable alternative measures, and the benefits of the sealing order outweigh any negative effects on the interests of the public.
19. The proposed sealing order is a fair, reasonable, and a proportionate means to address the harm of restricting public dissemination at this time.

Approval of Receiver's Activities

20. The Receiver has acted diligently since its appointment and has undertaken those activities described in the Third Report, which actions are proper and consistent with the Receiver's powers and duties under the Amended Receivership Order.

Approval of Interim SRD

21. The Receiver seeks approval of its Interim SRD detailing its receipts and disbursements attached as Appendix B to the Third Report.

Approval of Professional Fees

22. The Receiver seeks approval of the Professional Fees from April 4, 2024 to October 31, 2025, in respect of Bereket, and from July 13, 2025, to October 31, 2025, in respect of Habesha.

23. Attached as Appendix C to the Third Report is the Affidavit of Breanne Scott exhibiting a redacted summary of the Receiver's fees and disbursements and summary of Miller Thomson's fees and disbursements.
24. Pursuant to the Receivership Order, the Receiver was granted a first charge on the Property of the Companies as security for its fees and disbursements including legal fees, incurred both before and after the granting of the orders in these proceedings.
25. The Professional Fees of the Receiver and Miller Thomson are fair and reasonable in all the circumstances.
26. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

27. Third Report of the Receiver, dated November 17, 2025.
28. Confidential Supplement to the Third Report of the Receiver, dated November 17, 2025.
29. Affidavit of Fees of Breanne Scott sworn November 17, 2025.
30. Bench Brief of Law.
31. The pleadings and proceedings in the within action.
32. Such further and other materials as counsel may advise and this Honourable Court may permit.

Applicable Rules:

33. *Alberta Rules of Court*, Alta Reg 124/2010 including but not limited to rules 1.1-1.3, 6.3(1), 6.9(1)(a) and (b), 6.10, 6.28 – 6.33, 6.47(f) and 11.27.
34. Such further and other Rules as counsel may advise and this Honourable Court may permit.

Applicable Acts and regulations:

35. *Bankruptcy and Insolvency Act*, RSC 1985 c B-3, including but not limited to section 243.
36. Such further and other Acts as counsel may advise and this Honourable Court may permit.

Any irregularity complained of or objection relied on:

37. None.

How the application is proposed to be heard or considered:

38. On the Commercial List, via WebEx before the Honourable Justice presiding.

WARNING

You are named as a respondent because you have made or are expected to make an adverse claim in respect of this originating application. If you do not come to Court either in person or by your lawyer, the Court may make an order declaring you and all persons claiming under you to be barred from taking any further proceedings against the applicant(s) and against all persons claiming under the applicant(s). You will be bound by any order the Court makes, or another order might be given or other proceedings taken which the applicant(s) is/are entitled to make without any further notice to you. If you want to take part in the application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

SCHEDULE "A" – SALE APPROVAL AND VESTING ORDER

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

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey

Phone: 780-429-9746/780-429-9777
Email: snorris@millerthomson.com /
dbailey@millerthomson.com

File No. 0249783.0002

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

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

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

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

Receiver, both dated November 17, 2025 (the “**Confidential Supplement to the Report**”), and vesting in the Purchaser or its nominee all of Bereket’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

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

AND UPON HAVING READ the Affidavit of Service of Clarice Scheck sworn November 17, 2025;

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

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

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

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

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

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

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

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

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

-and-

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

-and-

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

(together the "**Lands**")

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

date of the Sale Agreement against the existing Certificate of Title to the Lands;

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

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

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

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Bereket's records pertaining to Bereket's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Bereket was entitled.

MISCELLANEOUS MATTERS

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

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

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

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
20. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
- and

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

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

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

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

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey

Phone: 780-429-9746 / 780-429-9777

Email: snorris@millerthomson.com /
dbailey@millerthomson.com

File No. 0249783.0002

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

Schedule "B"

Purchased Assets

Real Property

LEGAL DESCRIPTION:

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

-and-

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

-and-

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

Schedule "C"

Encumbrances

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

Leases

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

Schedule "D"

Permitted Encumbrances

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

SCHEDULE "B"
Proposed Form of Order

Clerk's Stamp:

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

DOCUMENT **ORDER APPROVING ACTIVITIES, FEES, AND
SEALING**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey
Phone: 780-429-9746 / 780-429-9777
Email: snorris@millerthomson.com /
dbailey@millerthomson.com

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

LOCATION OF HEARING: Edmonton, Alberta

**NAME OF JUSTICE WHO GRANTED THIS
ORDER** The Honourable Justice Douglas R. Mah

UPON THE APPLICATION of BDO Canada Limited, in its capacity as court-appointed receiver (the "**Receiver**") in respect of the assets, undertakings and properties of Bereket & G Holdings Corp. (the "**Bereket**") and Habesha African Supermarket Ltd. ("**Habesha**" and together with Bereket, the "**Companies**");

AND UPON reading the Second Report of the Receiver dated July 18, 2024 (the "**Second Report**");

AND UPON reading the Third Report of the Receiver dated November 17, 2025 (the "**Third Report**");

AND UPON reading the Confidential Supplement to the Third Report (the “**Confidential Supplement to the Third Report**”), and noting the commercial sensitivity of the information therein;

AND UPON reading the Affidavit of Fees of Breanne Scott, sworn November 17, 2025;

AND UPON reading the Affidavit of Service of Clarice Scheck, sworn November ●, 2025;

AND UPON hearing counsel for the Receiver and any other interested parties appearing at the within application;

AND UPON being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Third Report.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.

RECEIVER’S ACTIVITIES

3. The Receiver’s actions, activities, and conduct as reported in the Second Report and the Third Report are hereby ratified and approved.

APPROVAL OF INTERIM SRD AND PROFESSIONAL ACCOUNTS

4. The Receiver’s accounts for professional fees and disbursements incurred in these proceedings, as set out in the Third Report and the Affidavit of Fees of Breanne Scott sworn November 17, 2025, are hereby approved.
5. The accounts of Miller Thomson LLP (“**Miller Thomson**”), for services provided to BDO Canada Limited in its capacity as Receiver in these proceedings as set out in the Third Report and the Affidavit of Fees of Breanne Scott sworn November 17, 2025, are hereby approved.

SEALING ORDER

2. The Confidential Supplement to the Third Report shall be sealed on the Court file notwithstanding Division 4, Part 6 of the Alberta Rules of Court, Alta Reg 124/2010 until the earlier of:

- (a) Thirty (30) days following the close of the sale contemplated in the Third Report; and
- (b) Further order of this Court.

(collectively, the “**Unsealing Date**”).

3. Until the Unsealing Date, the Confidential Supplement to the Third Report shall be sealed and kept confidential, to be shown only to a Justice of the Court of King’s Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Second Confidential Report in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states:

THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE RECEIVER DATED NOVEMBER 17, 2025 IS SEALED ON COURT FILE 2403-05996 PURSUANT TO THE ORDER ISSUED BY JUSTICE DOUGLAS R. MAH ON NOVEMBER 27, 2025. THIS CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF: (1) THE CLOSE OF THE SALE OF THE PROPERTY LEGALLY DESCRIBED AS PLAN B, BLOCK 4, LOT 239-241; AND (2) AN ORDER OF THE COURT DIRECTING THAT THE CONFIDENTIAL DOCUMENT BE FILED.

SERVICE OF THIS ORDER

8. Service of this order shall be deemed good and sufficient by serving same on the persons and manner listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/bereket>.

Justice of the Court of King's Bench of Alberta

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

DOCUMENT **APPROVAL AND VESTING ORDER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey

Phone: 780-429-9746/780-429-9777
Email: snorris@millerthomson.com /
dbailey@millerthomson.com

File No. 0249783.0002

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

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

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

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

Receiver, both dated November 17, 2025 (the “**Confidential Supplement to the Report**”), and vesting in the Purchaser or its nominee all of Bereket’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”);

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

AND UPON HAVING READ the Affidavit of Service of Clarice Scheck sworn November 17, 2025;

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

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

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

APPROVAL OF TRANSACTION

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

VESTING OF PROPERTY

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

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

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

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

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

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

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

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

-and-

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

-and-

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

(together the "**Lands**")

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

date of the Sale Agreement against the existing Certificate of Title to the Lands;

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

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

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

14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Bereket's records pertaining to Bereket's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which Bereket was entitled.

MISCELLANEOUS MATTERS

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

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

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

19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Receiver, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
20. Service of this Order shall be deemed good and sufficient by:
- (a) Serving the same on:
- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
and

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

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

and service on any other person is hereby dispensed with.

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

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

Form of Receiver's Certificate

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

DOCUMENT

RECEIVER'S CERTIFICATE

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey

Phone: 780-429-9746 / 780-429-9777

Email: snorris@millerthomson.com /
dbailey@millerthomson.com

File No. 0249783.0002

RECITALS

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

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

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

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name:

Title:

Schedule "B"

Purchased Assets

Real Property

LEGAL DESCRIPTION:

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

-and-

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

-and-

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

Schedule "C"

Encumbrances

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

Leases

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

Schedule "D"

Permitted Encumbrances

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

Clerk's Stamp:

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

DOCUMENT **ORDER APPROVING ACTIVITIES, FEES, AND SEALING**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MILLER THOMSON LLP
Barristers and Solicitors
2700 Commerce Place
10155 – 102 Street
Edmonton, AB, T5J 4G8

Attention: Spencer Norris / Dakota Bailey
Phone: 780-429-9746 / 780-429-9777
Email: snorris@millerthomson.com / dbailey@millerthomson.com

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

LOCATION OF HEARING: Edmonton, Alberta

NAME OF JUSTICE WHO GRANTED THIS ORDER The Honourable Justice Douglas R. Mah

UPON THE APPLICATION of BDO Canada Limited, in its capacity as court-appointed receiver (the "**Receiver**") in respect of the assets, undertakings and properties of Bereket & G Holdings Corp. (the "**Bereket**") and Habesha African Supermarket Ltd. ("**Habesha**" and together with Bereket, the "**Companies**");

AND UPON reading the Second Report of the Receiver dated July 18, 2024 (the "**Second Report**");

AND UPON reading the Third Report of the Receiver dated November 17, 2025 (the "**Third Report**");

AND UPON reading the Confidential Supplement to the Third Report (the “**Confidential Supplement to the Third Report**”), and noting the commercial sensitivity of the information therein;

AND UPON reading the Affidavit of Fees of Breanne Scott, sworn November 17, 2025;

AND UPON reading the Affidavit of Service of Clarice Scheck, sworn November ●, 2025;

AND UPON hearing counsel for the Receiver and any other interested parties appearing at the within application;

AND UPON being satisfied that it is appropriate to do so;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Third Report.

SERVICE

2. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, and time for service of this application is abridged to that actually given.

RECEIVER’S ACTIVITIES

3. The Receiver’s actions, activities, and conduct as reported in the Second Report and the Third Report are hereby ratified and approved.

APPROVAL OF INTERIM SRD AND PROFESSIONAL ACCOUNTS

4. The Receiver’s accounts for professional fees and disbursements incurred in these proceedings, as set out in the Third Report and the Affidavit of Fees of Breanne Scott sworn November 17, 2025, are hereby approved.
5. The accounts of Miller Thomson LLP (“**Miller Thomson**”), for services provided to BDO Canada Limited in its capacity as Receiver in these proceedings as set out in the Third Report and the Affidavit of Fees of Breanne Scott sworn November 17, 2025, are hereby approved.

SEALING ORDER

2. The Confidential Supplement to the Third Report shall be sealed on the Court file notwithstanding Division 4, Part 6 of the Alberta Rules of Court, Alta Reg 124/2010 until the earlier of:

- (a) Thirty (30) days following the close of the sale contemplated in the Third Report; and
- (b) Further order of this Court.

(collectively, the “**Unsealing Date**”).

3. Until the Unsealing Date, the Confidential Supplement to the Third Report shall be sealed and kept confidential, to be shown only to a Justice of the Court of King’s Bench of Alberta, and accordingly, shall be filed with the Clerk of the Court who shall keep the Second Confidential Report in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states:

THIS ENVELOPE CONTAINS A CONFIDENTIAL DOCUMENT. THE CONFIDENTIAL SUPPLEMENT TO THE THIRD REPORT OF THE RECEIVER DATED NOVEMBER 17, 2025 IS SEALED ON COURT FILE 2403-05996 PURSUANT TO THE ORDER ISSUED BY JUSTICE DOUGLAS R. MAH ON NOVEMBER 27, 2025. THIS CONFIDENTIAL DOCUMENT IS NOT TO BE ACCESSED BY ANY PERSON UNTIL THE EARLIER OF: (1) THE CLOSE OF THE SALE OF THE PROPERTY LEGALLY DESCRIBED AS PLAN B, BLOCK 4, LOT 239-241; AND (2) AN ORDER OF THE COURT DIRECTING THAT THE CONFIDENTIAL DOCUMENT BE FILED.

SERVICE OF THIS ORDER

8. Service of this order shall be deemed good and sufficient by serving same on the persons and manner listed on the service list in these proceedings and by posting a copy of it on the Receiver's website at: <https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements/bereket>.

Justice of the Court of King's Bench of Alberta