

Schedule B

Procedure for Stalking Horses Sale Process

INTRODUCTION

1. On June 12, 2024, on application by Milestone Distribution 2024 Ltd. (the “**Stalking Horse Bidder**”), the Ontario Superior Court of Justice, Commercial List (the “**Court**”) granted an order (the “**Order**”), among other things, (i) appointing Albert Gelman Inc. as receiver (the “**Receiver**”) of the property, assets and undertakings of the Debtor (collectively, the “**Assets**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 and (ii) authorizing the Receiver to undertake a sale process (“**Sale Process**”) for the sale of the Debtor’s Assets on an “*as is, where is*” basis. The Sale Process will be conducted by the Receiver in the manner set forth herein and in accordance with the Order.
2. Among other things, the Order will also: (a) approve the procedures set out in this Schedule (the “**Bidding Procedures**”) for the solicitation of offers (each, a “**Bid**”) for the acquisition of the Assets; and (b) approve the form of stalking horse agreement (as same may be amended from time to time pursuant to its terms and the Order, the “**Stalking Horse Agreement**”) to be entered into between the Receiver, as vendor, and the Stalking Horse Bidder, as purchaser, for the purposes of serving as the stalking horse bid in the Sale Process (the “**Stalking Horse Bid**”). For the avoidance of doubt, the implementation of the transaction contemplated by the Stalking Horse Agreement is conditional upon the Stalking Horse Bid being selected as a Successful Bid (as defined below) in accordance with the Bidding Procedures and Court approval of the Stalking Horse Agreement and the transactions contemplated therein on a subsequent motion to be brought by the Debtor following the completion of the Sale Process.

Bidding Procedures

Opportunity

3. The Sale Process is intended to solicit interest in and opportunities for a sale of all of the Assets of the Debtor (the “**Opportunity**”).
4. Any sale of the Assets will be on an “*as is, where is*” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver, the Debtor or any of their respective agents, employees, advisors or estates, and, in the event of a sale, all of the right, title and interest of the Debtor in and to the Assets to be acquired will be sold free and clear of, *inter alia*, all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders and definitive documents.
5. The Stalking Horse Agreement constitutes a Binding Offer by the Stalking Horse Bidder (who shall be deemed to be a Binding Offer Bidder (each as defined below)) for all purposes and at all times under this Sale Process and will serve as the Stalking Horse Bid for purposes of this Sale Process and the Bidding Procedures and the Stalking Horse Bidder

shall have the right to participate in the Auction (as defined below), if any. Notwithstanding the Stalking Horse Agreement and proposed transactions therein, all interested parties are encouraged to submit bids to acquire the Assets. A copy of the Stalking Horse Agreement will be made available to all Qualified Bidders and a form of such purchase agreement, to be uploaded to the VDR (each as defined below), may be used as the basis for any Binding Offer made in the Sale Process.

6. The Bidding Procedures describe the manner in which prospective bidders may gain access to due diligence materials concerning the Debtor and the Assets, the manner in which bidders may participate in the Sale Process, the requirement of and the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder (as defined below) and the requisite approvals to be sought from the Court in connection therewith.
7. The Receiver may at any time and from time to time, modify, amend, vary or supplement the Bidding Procedures, without the need for obtaining an order of the Court or providing notice to Potential Bidders, Qualified Bidders, Binding Offer Bidders or the Successful Bidder(s) provided that such modification, amendment, variation or supplement is expressly limited to changes that do not alter, amend or prejudice the rights of such bidders (including the rights of the Stalking Horse Bidder, except with the authorization of the Stalking Horse Bidder) and are necessary or useful in order to give effect to the substance of the Sale Process, the Bidding Procedures or the Order. Notwithstanding the foregoing, the dates or time limits indicated in the table contained below may be extended by the Receiver, as the Receiver deems necessary or appropriate, or by order of the Court.
8. The Receiver will post on the Receiver's website and serve on the service list maintained in these proceedings, as soon as practicable, any such modification, amendment, variation or supplement to these Bidding Procedures and inform the bidders impacted by such modifications.
9. The Sale Process will be conducted by the Receiver in the manner set forth herein and in accordance with the Order. In the event of a dispute as to the interpretation or application of the Order or these Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute. For the avoidance of doubt, all bidders shall be deemed to have consented to the jurisdiction of the Court in connection with any disputes relating to the Sale Process, including the qualification of bids, the construction and enforcement of the Sale Process, and closing of a Successful Bid, as applicable.
10. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

11. A summary of the key dates pursuant to the Sale Process is as follows:

Milestone	Date
Go to market	No later than June 14, 2024
Bid Deadline	July 16, 2024
Auction, if needed	July 18, 2024
Hearing of the Sale Approval Motion / Transaction Execution Date	Subject to availability of the Court
Closing of Transaction (outside date)	No later than August 14, 2024

Solicitation of Interest: Notice of the Sale Process

12. As soon as reasonably practicable after Court approval of the Sale Process:

- a. the Receiver will prepare a list of potential bidders, including (i) parties that have approached the Debtor or the Receiver indicating an interest in the Opportunity and (ii) strategic and financial parties who the Receiver believes may be interested in the Opportunity;
- b. the Receiver, with the assistance of the Debtor, will prepare (i) a process summary (the “**Teaser Letter**”) describing the Opportunity and the contemplated process under the Sale Process and inviting recipients of the Teaser Letter to express their interest in the Opportunity; and (ii) a non-disclosure agreement in form and substance satisfactory to the Receiver, which shall enure to the benefit of any purchaser of the Assets or any part thereof (an “**NDA**”).

13. As soon as reasonably practicable, but, in any event, by no later than five (5) business days after the Court approval of the Sale Process, the Receiver shall (i) publish a notice of the Sale Process (and such other relevant information which the Receiver considers appropriate) (the “**Notice**”) in the National Post and/or in one or more trade industry and/or insolvency-related publications as may be considered appropriate by the Receiver.

14. The Receiver will cause the Teaser Letter and NDA to be sent to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Receiver as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Virtual Data Room

15. A confidential virtual data room or rooms (collectively the “**VDR**”) in relation to the Opportunity will be made available by the Receiver to Potential Bidders (as defined below) that have executed the NDA. The VDR will be made available as soon as practicable.

Qualified Bidders

16. Any party who wishes to participate in the Sale Process (a "**Potential Bidder**") must provide to the Receiver and counsel to the Receiver, at the addresses specified in **Appendix "B"** hereto (including by email transmission), an NDA executed by it, acceptable to the Receiver, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
17. A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Qualified Bidder**" if the Receiver, in its reasonable judgment, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or liquidation transaction pursuant to the Sale Process. All Qualified Bidders will be granted access to the VDR. For the avoidance of doubt, the Stalking Horse Bidder is, and will be deemed to be, a Qualified Bidder. The Receiver will provide to each Qualified Bidder a copy of the Stalking Horse Agreement and any material amendment thereto.
18. The Debtor, the Receiver and their respective advisors make no representation or warranty as to the information contained in the VDR, Teaser Letter or otherwise made available pursuant to the Sale Process.
19. At any time during the Sale Process, the Receiver may, in its reasonable judgment, eliminate a Qualified Bidder from the Sale Process, in which case such bidder will be eliminated from the Sale Process and will no longer be a "Qualified Bidder" for the purposes of the Sale Process.
20. Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Assets in connection with their participation in the Sale Process and any transaction they enter into with the Receiver.

Due Diligence

21. The Receiver shall, subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Assets as is available to the Receiver and as the Receiver may deem appropriate.
22. The Receiver will designate one or more representatives of the Receiver to be solely

responsible for coordinating and responding to all requests for information and due diligence access from Qualified Bidders and the manner in which such requests must be communicated. Neither the Receiver, nor the Debtor through the Receiver, will be obligated to furnish any information relating to the Assets to any person other than to Qualified Bidders. Further, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Qualified Bidders if the Receiver determines such information to represent proprietary or sensitive competitive information.

Formal Binding Offers

23. Any Qualified Bidder (other than the Stalking Horse Bidder) that wishes to make a formal offer to acquire all or substantially all of the Assets, whether through an asset purchase (a “**Sale Proposal**”) or wishes to propose a liquidation of the assets (a “**Liquidation Proposal**”), must submit a binding offer (a “**Binding Offer**”) by submitting a marked version compared to the Stalking Horse Agreement, a copy of which will be posted in the VDR in form and substance satisfactory to the Receiver (the “**Binding Offer Bidder**”) to the Receiver, no later 5 p.m. EST on July 16, 2024 (the “**Binding Offer Deadline**”).

24. A Binding Offer will be considered if it:

- (a) is submitted in the form of asset purchase agreement template provided by the Receiver, accompanied by a blacklined version of the same showing all changes from the Stalking Horse Agreement (provided that a Liquidation Proposal is not required to be submitted on such template);
- (b) provides for net cash proceeds on closing no less than the aggregate of: (A) the amount of cash equal in value to (i) the cash payable under the Stalking Horse Agreement together with (ii) value of the ‘credit bid’ component of the Stalking Horse Agreement, plus (B) the amount of cash payable to cover the Expense Reimbursement as defined in the Stalking Horse Agreement (\$15,000), plus (C) a minimum overbid amount of \$10,000 (the amounts set forth in this paragraph 24(b), the “Minimum Purchase Price”);
- (c) is submitted on or before the Binding Offer Deadline by a Qualified Bidder;
- (d) is made by way of binding, definitive transaction document(s) that is/are executed by the Binding Offer Bidder;
- (e) identifies any executory contracts and leases of the Debtor that the Binding Offer Bidder will assume and clearly describes, for each contract or on an aggregate basis, how all monetary defaults and non-monetary defaults will be remedied, as applicable;
- (f) is not subject to any financing condition, diligence condition or internal or board approval;
- (g) is unconditional, other than upon the receipt of the Approval Order(s) (as defined below) and satisfaction of any other conditions expressly set forth in the Binding

Offer;

- (h) contains or identifies the key terms and provisions to be included in any Approval Order;
- (i) contains the Binding Offer Bidder's proposed treatment of employees of the Debtor (for example, anticipated employment offers and treatment of post-employment benefits);
- (j) includes acknowledgments and representations of the Binding Offer Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its Binding Offer; and (ii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer;
- (k) includes evidence satisfactory to the Receiver of funds available to pay the Minimum Purchase Price on closing;
- (l) does not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
- (m) includes:
 - (i) the specific purchase price in Canadian dollars and a description of any non- cash consideration;
 - (ii) a description of the Assets that is expected to be subject to the transaction and any of the Assets expected to be excluded;
 - (iii) a specific indication of the sources of capital for the Binding Offer Bidder and the structure and financing of the transaction; and
 - (iv) a description of those liabilities and obligations (including operating liabilities) which the Binding Offer Bidder intends to assume and which such liabilities and obligations it does not intend to assume and are to be excluded as part of the transaction;
- (n) includes payment of a deposit in the amount of not less than 10% of the cash purchase price payable on closing (the "**Deposit**") by wire transfer to the Receiver;
- (o) is accompanied by an acknowledgement that if the Binding Offer Bidder is selected as a Successful Bidder, that the Deposit will be non-refundable subject

to approval of such Successful Bid by the Court and the terms described in paragraph 38 below;

- (p) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on the date that is ten (10) days from the date of the issuance of the Approval Order approving such bid, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing and in any event no later than June 30, 2024 unless otherwise agreed to be extended by the Receiver, in writing, or by order of the Court (the “**Outside Date**”); and
 - (q) includes such other information as reasonably requested or identified as being necessary or required by the Receiver.
25. By submitting an offer for consideration as a Binding Offer, it is deemed that such Binding Offer: (i) may be accepted by the Receiver by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two (2) business days after the date of closing of the applicable Successful Bid; and (B) the Outside Date.
26. The Receiver, in its reasonable judgment, may waive compliance with any one or more of the requirements specified above and consider such non-compliant Binding Offer. For the avoidance of doubt, the completion of any Binding Offer shall be subject to the approval of the Court.
27. In the circumstance that a Binding Offer, does not provide for net cash proceeds on closing that are at least equal to the Minimum Purchase Price, the Receiver may elect that such Binding Offer nevertheless be considered as a potential Successful Bid and be entitled to participate in the Auction.

Selection of Successful Bid

28. The Receiver may, following the receipt of any Binding Offer, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered.
29. The Receiver may negotiate with Binding Offer Bidders in any manner it considers appropriate in its business judgment with a view to maximizing the value of the Assets, including at the Auction (as defined below).
30. The Receiver will (i) review and evaluate each relevant Binding Offer; and (ii) identify the highest and otherwise best Binding Offer (the “**Successful Bid**”, and the Binding Offer Bidder making such Successful Bid, the “**Successful Bidder**”). The Receiver may consider any commercial factor in evaluating Binding Offers, including, but not limited to, speed, certainty, value and preservation of employment. In the event that no Binding Offer (other than the Stalking Horse Bid) is selected as the Successful Bid, the Receiver will promptly seek Court approval of the Stalking Horse Agreement and the transactions contemplated therein.

31. If the Receiver determines that more than one Binding Offer (other than the Stalking Horse Bid) should be considered, the Receiver may, without being obligated to do so, conduct an auction (the “**Auction**”) to select the highest and/or best Binding Offer in accordance with the procedure set out below.
- (a) The Auction will commence at a time to be designated by the Receiver and may, in the discretion of the Receiver, be held virtually via videoconference, teleconference or such other reasonable means as the Receiver deems appropriate. The Receiver will consult with the parties permitted to attend the Auction to arrange for the Auction to be so held. Subject to the terms hereof, the Receiver may postpone the Auction.
 - (b) The identity of each Binding Offer Bidder participating in the Auction will be disclosed, on a confidential basis, to other Binding Offer Bidders participating in the Auction.
 - (c) Except as otherwise permitted in the Receiver’s discretion, only the Receiver and the Binding Offer Bidders, and, in each case, their respective professionals and representatives, will be permitted to attend the Auction. Only Binding Offer Bidders (including, for greater certainty, the Stalking Horse Bidder) are eligible to participate in the Auction.
 - (d) Binding Offer Bidders will participate in the Auction through a duly authorized representative.
 - (e) Except as otherwise set forth herein, the Receiver may waive and/or employ and announce at the Auction additional rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are: (i) not inconsistent with the Order, the Sale Process, the Bidding Procedures, the BIA, or any order of the Court issued in connection with these proceedings; (ii) disclosed to each Binding Offer Bidder; and (iii) designed, by the Receiver, in its reasonable judgment, to result in the highest and otherwise best offer.
 - (f) The Receiver may arrange for the actual bidding at the Auction to be transcribed or recorded. Each Binding Offer Bidder participating in the Auction will designate a single individual to be its spokesperson during the Auction.
 - (g) Each Binding Offer Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Debtor or any other person, without the consent of the Receiver, regarding the Sale Process, that has not been disclosed to all other Binding Offer Bidders. For greater certainty, communications between the Stalking Horse Bidder and either the Debtor or the Receiver with respect to and in preparation of the Stalking Horse Agreement, the Sale Process and the Bidding Procedures, prior to the issuance of the Order and the commencement of the Sale Process will not represent collusion nor communications prohibited by this paragraph.

- (h) Prior to the Auction, the Receiver will identify the highest and best of the Binding Offers received and such Binding Offers will constitute the opening bid for the purposes of the Auction (the “**Opening Bid**”). Subsequent bidding will continue in minimum increments valued at not less than \$25,000.00 cash in excess of the Opening Bid. Each Binding Offer Bidder will provide evidence of its financial wherewithal and ability to consummate the transaction at the increased purchase price.
 - (i) All Binding Offer Bidders will have the right, at any time, to request that the Receiver announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Binding Offer Bidder, use reasonable efforts to clarify any and all questions such Binding Offer Bidder may have regarding the Receiver’s announcement of the then-current highest and best bid.
 - (j) Each participating Binding Offer Bidder will be given reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction will continue until the bidding has concluded and there is one remaining Binding Offer Bidder. The Receiver shall determine which Binding Offer Bidders have submitted the highest and otherwise best Binding Offer of the Auction, which shall be a Successful Bid. The Receiver may consider any commercial factor in evaluating Binding Offers, including speed, certainty, value and preservation of employment. At such time and upon the conclusion of the bidding, the Auction will be closed, and the Binding Offer Bidder with the highest and otherwise best Binding Offer of the Auction will be a Successful Bidder.
 - (k) Upon selection of a Successful Bidder(s), if any, the Successful Bidder(s), if any, shall deliver to the Receiver an amended and executed transaction document that reflects their final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the motion material for the hearing to consider the Approval Motion.
 - (l) Any bids submitted after the conclusion of the Auction will not be considered.
 - (m) The Receiver shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit, including to conduct the Auction by way of written submissions.
32. A Successful Bid, if any, will be selected by no later than 5:00 p.m. (Eastern Time) on July 18, 2024 (or such later date immediately thereafter if the Auction is conducted and not completed in one day). If the applicable Successful Bid is terminated for any reason prior to the Outside Date, the Receiver may elect to, or by further order of the Court, seek to complete the transactions contemplated by the Stalking Horse Bid and will promptly seek to close the transaction contemplated by such Stalking Horse Bid, which will be deemed to be a Successful Bid. The Receiver will be deemed to have accepted such Stalking Horse Bid only when the Receiver has made such election.

Approval of Successful Bid

33. The Receiver will apply to the Court (the “**Approval Motion**”) for one or more orders: (i) approving the Successful Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting order(s) to the extent that such relief is contemplated by the Successful Bid(s) so as to vest title to any purchased assets and/or shares in the name of the applicable Successful Bidder(s) (collectively, the “**Approval Order(s)**”). The Approval Motion will be held on a date to be scheduled by the Debtor and confirmed by the Court upon application by the Debtor. With the consent of the Receiver, the Approval Motion may be adjourned or rescheduled by the Debtor without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list maintained in the NOI Proceedings prior to the Approval Motion. The Debtor will consult with the Receiver and the applicable Successful Bidder regarding the motion material to be filed by the Debtor for the Approval Motion.
34. All Binding Offers (other than the Successful Bid(s)) will be deemed rejected on and as of the date of the closing of the applicable Successful Bid(s)), with no further or continuing obligation of the Receiver to any unsuccessful Binding Offer Bidders, including the Stalking Horse Bidder.

Deposits

35. The Deposit(s):
- (a) will, upon receipt from the Binding Offer Bidder(s), be retained by the Receiver and deposited in a non-interest-bearing trust account;
 - (b) received from the Successful Bidder(s) will:
 - (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order(s), upon closing of the approved transaction; and
 - (ii) otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid, provided that all such documentation will provide that the Deposit will be retained by the Debtor and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and
 - (c) received from the Binding Offer Bidder(s) that are not a Successful Bidder will be fully refunded to the Binding Offer Bidder(s) that paid the Deposit(s), as applicable, as soon as practical following the closing of the applicable Successful Bid.

“As is, Where is”

36. Any sale (or sales), including in the case of liquidation, of the Assets or the Business or

portions thereof will be on an “as is, where is” basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to NOI Proceedings. Any such representations and warranties provided for in the definitive documents will not survive closing.

Confidentiality

37. For greater certainty, other than as required in connection with any Auction or Approval Motion, neither the Debtor nor the Receiver will disclose: (i) the identity of any Potential Bidder or Qualified Bidder (other than the Stalking Horse Bidder); or (ii) the terms of any bid, Sale Proposal, Liquidation Proposal, or Binding Offer (other than the Stalking Horse Agreement), to any other bidder or any of its affiliates, except to the extent the Receiver, with the consent of such applicable parties is seeking to combine separate bids into Aggregated Bids. Potential Bidders, Qualified Bidders (including the Stalking Horse Bidder), Binding Offer Bidders and each of their respective affiliates shall not communicate with, or contact, directly or indirectly, any other Potential Bidder, Qualified Bidder (including the Stalking Horse Bidder), Binding Offer Bidder, or their respective affiliates, without the express written consent of the Receiver, and such communications or discussions are to take place under the supervision of the Receiver.

Further Orders

38. At any time during the Sale Process, the Debtor or the Receiver may apply to the Court for advice and directions with respect to any aspect of this Sale Process including, but not limited to, the continuation of or termination of the Sale Process or with respect to the discharge of its powers and duties hereunder.

Additional Terms

39. In addition to any other requirement of the Sale Process:
- (a) Any consent, approval or confirmation to be provided by the Stalking Horse Bidder, the Debtor and/or the Receiver is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the BIA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph.
 - (b) Prior to seeking Court approval for any transaction or bid contemplated by this Sale Process, the Receiver will provide a report to the Court on the Sale Process, parts of which may be filed under seal, including in respect of any and all bids received.
40. This Sale Process does not, and will not be interpreted to create any contractual or legal relationship between the Receiver and any other party, other than as specifically set forth in the NDA or any other definitive agreement executed.

41. Notwithstanding anything to the contrary herein, the Receiver shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Qualified Bidder (including the Stalking Horse Bidder), Binding Offer Bidder, Known Potential Bidder, Successful Bidder, or any other creditor or stakeholder, or any Applicant, as a result of implementation or otherwise in connection with this Sale Process, except to the extent that any such liabilities result from the gross negligence or willful misconduct of the Receiver, as determined by the Court, and all such persons or entities shall have no claim against the Receiver in respect of the Sale Process for any reason whatsoever.

APPENDIX "B"**The Receiver:**

ALBERT GELMAN INC., solely in its capacity as the Court-appointed_receiver of the Debtor

250 Fernand Dr. – Suite 403
Toronto, Ontario M3C 3G8

Attention: Adam Zeldin
Email: azeldin@albertgelman.com

with a copy to:

RECONSTRUCT LLP

200 Bay Street, Suite 2305 – PO Box 120
Toronto, Ontario M5J 2J3

Attention: Caitlin Fell
Email: cfell@reconstructllp.com