

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE  
JUSTICE BLACK

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)  
)

WEDNESDAY, THE 26<sup>TH</sup>  
DAY OF MARCH, 2025

B E T W E E N:

GUCCIARDI HOLDINGS INC. and ANNOLOC GROUP INC.

Applicants

and

STEINBECK FARMS (NOTL) INC., ANONYMOUS ESTATE WINERY INC., ANDREA  
TERSIGNI and AMIT DHANKHAR

Respondents

**ORDER  
(Appointment of Sales Officer)**

**THIS MOTION**, made jointly by the Applicants and Respondents, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Albert Gelman Inc. as sales officer to carry out a process for the potential sale of the 1046-1052 East West Line, Niagara-on-the-Lake, Ontario L0S 1J0 (PINS: PIN 1: 46402-0160: PCL 35-2 SEC M11; LT 35 PL M11 except PT1 30R5065 as confirmed by PL30BA179; PIN 2: 46402-0164: PCL 36-2 SEC M11; PIN 3: 46402-0163: PCL 36-3 SEC M11) (the “**Property**”) and the winery business operating thereon (the “**Business**”), which Property and Business is owned by the respondents Steinbeck Farms (NOTL) Inc. and Anonymous Estate Winery Inc. (the “**Respondent Corporations**”), was heard this day at 330 University Avenue, Toronto, Ontario, via a virtual hearing.

**ON READING** the Consent of Albert Gelman Inc. to act as Sales Officer attached hereto as Schedule “C”, and on hearing the submissions of counsel for each of the parties:

#### **APPOINTMENT OF SALES OFFICER**

1. **THIS COURT ORDERS** that pursuant to section 101 of the *Courts of Justice Act*, R.S.O. c. C.43, Albert Gelman Inc., is hereby appointed as sales officer (the “**Sales Officer**”) to carry out a process (the “**Sales Process**”) for the Property and the Business.

2. **THIS COURT ORDERS** that the Sales Officer is not and shall not take possession and control or shall not be deemed to have taken possession and control of the Property or Business, except as may be provided in paragraph 3 herein, or without a further order of this Court, and that the Sales Officer is not and shall not be deemed to be a receiver as defined in the *Bankruptcy and Insolvency Act*, R.S.C. c. B03, as amended (the “**BIA**”) (except as contemplated by paragraph 10 below) and shall not be required to provide notice of its appointment or any statement or reports in accordance with sections 245 and 246 of the BIA.

#### **SALES OFFICER’S POWERS**

3. **THIS COURT ORDERS** that the Sales Officer is hereby empowered, authorized and directed to conduct the Sales Process in accordance with Schedule “A” hereto for the Property and Business in accordance with this Order, and in connection therewith, but without limiting the generality of the foregoing, the Sales Officer is hereby expressly

empowered and authorized to do any of the following where the Sales Officer considers it necessary or desirable:

- (a) to review and monitor the cash receipts and disbursement of the Property and Business, and to share same with the Applicants provided that if, in the Sales Officer's opinion, acting reasonably, there is a material adverse change in the Business or affairs of the Respondents or a degradation in the Applicants' security during the period of the Sales Officer's engagement, then the Applicants' may, but shall not be required, to immediately appoint the Sales Officer as receiver of the Respondents;
- (b) prepare for and conduct a Sales Process to market, advertise and solicit offers for the sale of any or all of the Property and Business in the name of Steinbeck Farms (NOTL) Inc. and Anonymous Estate Winery Inc. in accordance with timetable set out in Schedule "A" hereto and upon such other terms and conditions of sale as the Sales Officer in its sole discretion may deem appropriate provided that such terms and conditions are not in conflict with this Order;
- (c) the Sales Officer shall, following the Bid Deadline: (i) determine what are the best and final offers (an "**Offer**") in respect of any Investment Proposal (as defined below) and any bids for the purchase of all or part of the Property or Business (each a "**Purchase Bid**") including by having regard to all circumstances in the Sales Officer's discretion including the price, conditions and likelihood of closing; (ii) negotiate the terms of any Offer including, in the Sales Officer's sole discretion, seeking further or better

offers from any party that submitted an Offer by the Bid Deadline; and (iii) apply to this Court for either an Order, as necessary, approving the Sales Officer's recommended Offer and such vesting or other orders necessary to convey the Property or Business to the purchaser pursuant to the approved Purchase Bid free and clear from any liens or encumbrances (an **"Approval and Vesting Order"**);

- (d) to receive the proceeds from any Investment Proposal or approved Purchase Bid and to distribute the proceeds as the Parties' may agree or as the Court may direct;
- (e) to take any steps reasonably incidental to the exercise of these powers;
- (f) to independently or jointly report to, meet with and discuss with the Applicants or Respondents, or their representatives, on a regular basis as the Sales Officer deems appropriate on any matters relating to the Sales Process, subject to such terms of confidentiality as the Sales Officer deems advisable, provided however that the Sales Officer shall not be required to follow any recommendations of the Applicants or the Respondents;
- (g) to engage such other consultants, appraisers, agents, brokers, experts, auditors, accountants, managers, counsel, tax advisors, and such other persons from time to time and on whatever basis, in respect of preparing for or carrying out the Sales Process, including on a temporary basis (collectively, the **"Sales Officer's Consultants"**);

- (h) to be at liberty to engage independent legal counsel or other such persons as the Sales Officer deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform other such duties are required by this Order or by the Court from time to time.

4. **THIS COURT ORDERS** that the Sales Process shall be conducted in accordance with the applicable timetable set out in Schedule “A” hereto.

5. **THIS COURT ORDERS** that if the Respondents fully repay the amounts owing to the Applicants, then the Sales Process shall be terminated.

6. **THIS COURT ORDERS** that the Respondents shall pay the Applicants the amount of \$50,000 in immediately available funds within two (2) business days of the date of this Order in respect of accrued interest.

7. **THIS COURT ORDERS** that the Respondents shall pay the Applicants the amount of \$20,000 in immediately available funds within two (2) business days of the date of this Order in respect of legal fees.

8. **THIS COURT ORDERS** that in the event the Sales Process is continuing as of May 30, 2025, the Respondents shall pay the Applicants the interest that has accrued and is outstanding as of May 30, 2025, on or before June 4, 2025.

9. **THIS COURT ORDERS** that the deadlines for the Sales Process shall be those set out in Schedule “A”.

10. **THIS COURT ORDERS** that the Respondents shall be responsible to pay the fees of the Sales Officer on a monthly basis, and the payments as otherwise required under this Order, and the failure to do so shall permit, but not require, the Applicants to immediately appoint the Sales Officer as receiver of the Respondents, however nothing in this paragraph shall derogate from the Respondents' rights to request the Court to review any fees and expenses of the Sales Officer that they claim are unreasonable.

11. **THIS COURT ORDERS** that nothing in this Order shall be construed as resulting in the Sales Officer being or being deemed to be an officer, director, employer, successor employer, responsible person or operator within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever, of the Respondent Corporations.

12. **THIS COURT ORDERS** that the Sales Officer shall not have any liability with respect to any losses, claims, damages or liabilities of any nature or kind, to any Person from and after the date of this Order except to the extent such losses, claims, damages or liabilities result from gross negligence or wilful misconduct on the part of the Sales Officer.

13. **THIS COURT ORDERS** that, for greater certainty, nothing in this Order prevents the Respondents from: (a) continuing to occupy, preserve, manage and operate the Property and the Business during the Sales Process; and (b) seeking or agreeing to any refinancing or investment proposals (an "**Investment Proposal**") in respect of the Property or the Business, provided that any refinancing or investment proposal that is not sufficient to repay in full the indebtedness owing to the Applicants and the Sales Officer's fees and costs (including the costs and/or fees of any Sales Officer's Consultants retained), the Investment Proposal may only be accepted provided that it contains a

condition that it is conditional upon receiving a Court Order approving the Investment Proposal.

14. **THIS COURT ORDERS** that any material extension of the timelines in the Sales Process Order shall require the written consent of the Applicants or a further Order of the Court.

15. **THIS COURT ORDERS** that, for greater certainty, neither the Applicants nor the Respondents, nor any of their officers, directors, employees and/or shareholders, or anyone on their behalf, can enter into an agreement for the sale of any or all of the Property or Business and that during the pendency of these proceedings and such sale is to be conducted by the Sales Officer pursuant to the Sales Process or further order of the Court.

16. **THIS COURT ORDERS** that the Sales Officer shall have no obligation or liability to pay any person a commission or other remuneration in connection with any sale of the Property except as expressly agreed to by the Sales Officer in advance and in writing.

#### **ENFORCEMENT OF WRITS**

17. **THIS COURT ORDERS** that any writs obtained by the Applicants against any of the Respondents shall not be enforced until the conclusion of the Sales Officer's mandate.

## **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE SALES OFFICER**

18. **THIS COURT ORDERS** that the Respondents shall continue to fund the ordinary course expenses of the Business.

19. **THIS COURT ORDERS** that the Sales Officer shall have unfettered access to the Property and Business, and any and all information and Records (as defined below) of the Respondent Corporations as the Sales Officer shall request in its unfettered discretion for the purpose of fulfilling its duties under this Order. Without limiting the generality of the foregoing, Andrea Tersigni and Amit Dhankhar shall provide full cooperation to the Sales Officer as may be required by the Sales Officer and shall report to the Sales Officer such information as the Sales Officer may require for purposes of fulfilling its duties under this Order.

20. **THIS COURT ORDERS** that upon the Sales Officer's request, all Persons shall provide to the Sales Officer, or permit the Sales Officer to make, retain and take away copies 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 Respondent Corporations, (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall grant to the Sales Officer unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Sales Officer due to the privilege attaching to solicitor-client communications or due to statutory provisions prohibiting such disclosure.



## **NO PROCEEDINGS AGAINST THE SALES OFFICER**

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

## **NO EXERCISE OF RIGHTS OR REMEDIES**

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

23. **THIS COURT ORDERS** that all rights and remedies against Respondent Corporations, the Sales Officer or affecting the Property, are hereby stayed and suspended except with the written consent of the Sales Officer 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 exempt the Respondent Corporations from compliance with statutory or regulatory requirements.

## **PIPEDA**

24. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Sales Officer shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property or Business and to their advisors, but only to the extent desirable or required

to negotiate and attempt to complete a sale of the Property or Business (the “**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 Sales Officer, or in the alternative destroy all such information. The purchaser of the Property or Business 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 Respondent Corporations and shall return all other personal information to the Sales Officer or ensure that all other personal information is destroyed.

#### **LIMITATION ON SALES OFFICER’S LIABILITY**

25. **THIS COURT ORDERS** that the Sales Officer, its officers, directors, employees and agents, shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. The Sales Officer is an officer of the Court and not a director, officer, agent or employee of the Respondent Corporations and the Sales Officer shall be entitled to all of the protections afforded to an officer of the Court pursuant to the terms of this Order, and any applicable legislation, at common law or otherwise.

#### **SALES OFFICER ACCOUNTS AND CHARGES**

26. **THIS COURT ORDERS** that the Sales Officer and counsel to the Sales Officer 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 Sales Officer and counsel to the Sales Officer shall be entitled to and are hereby granted a charge (the "**Sales Officer's Charge**") on the Property and Business as security for such fees and disbursements incurred after the making of this Order, and that the Charge shall form a first charge on the Property and Business and the proceeds thereof in priority to all mortgages, security interests, trust, liens and encumbrances, statutory or otherwise, in favour of any Person.

27. **THIS COURT ORDERS** that the Sales Officer and counsel to the Sales Officer shall pass their accounts from time to time, and for this purpose the accounts of the Sales Officer and counsel to the Sales Officer are hereby referred to any judge of the Commercial List.

#### **FUNDING OF THE SALES PROCESS**

28. **THIS COURT ORDERS** that, upon the commencement of the preparation and implementation of the Sales Process, the Sales Officer 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 Sales Officer by this Order, including interim expenditures. The whole of the Property and Business shall be and is hereby charged by way of a fixed and specific charge (the "**Sales Officer's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all mortgages, security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Sales Officer's Charge.

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

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

#### **SERVICE AND NOTICE**

31. **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 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.albertgelman.com/filedocuments>.

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Sales Officer, the Respondents or the Applicants are 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 any interested parties at their respective addresses as last shown on the records of the Respondent Corporations 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.

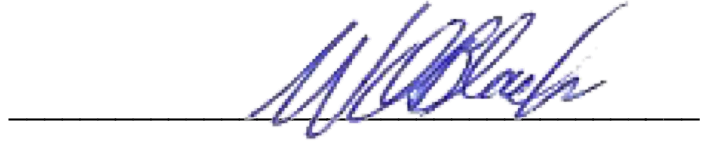
## **GENERAL**

33. **THIS COURT ORDERS** that the Sales Officer may from time to time apply to this court for advice and directions in the discharge of its powers and duties hereunder.

34. **THIS COURT HEREBY** requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Ontario to give effect to this Order and to assist the Sales Officer 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 Sales Officer, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Sales Officer and its agents in carrying out the terms of this Order.

35. **THIS COURT ORDERS** that the Sales Officer 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 Sales Officer is authorized and empowered to act as representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this order on not less than 7 days' notice to the Sales Officer, the Applicants and the Respondents 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 blue ink is written over a horizontal line. The signature is stylized and appears to be 'M. Black'.

**SCHEDULE “A”  
SALES PROCESS**

<b>Deadlines</b>	<b>Step</b>
Within 8 business days of this Order being issued (meaning, a signed version of this Order sent by the Court to counsel and received by counsel).	Appraiser selected
Within 15 business days of this Order being issued	Engagement of realtor and commencement of preparation of marketing and advertising materials/activities
Within 20 business days of this Order being issued	Draft advertising and marketing materials circulated to the Applicants and Respondents for comments
Within 25 business days of this Order being issued	Commencement of public marketing and advertising by Sales Officer and/or any realtor retained by it
June 30, 2025	<b>“Bid Deadline”</b> – Deadline for submission of bids to Sales Officer

**SCHEDULE "B"**  
**BORROWING CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$\_\_\_\_\_

1. THIS IS TO CERTIFY that Albert Gelman Inc., the Sales Officer (the "**Sales Officer**") of 1046-1052 East West Line, Niagara-on-the-Lake, Ontario L0S 1J0 (PINS: PIN 1: 46402-0160: PCL 35-2 SEC M11; LT 35 PL M11 except PT1 30R5065 as confirmed by PL30BA179; PIN 2: 46402-0164: PCL 36-2 SEC M11; PIN 3: 46402-0163: PCL 36-3 SEC M11), including the winery businesses operating thereon, (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Sales Officer Order**") made in an action having Court file number CV-20-00644680-00CL, has received as such Sales Officer from the holder of this certificate (the "**Lender**") the principal sum of \$\_\_\_\_\_, being part of the total principal sum of \$200,000 which the Sales Officer is authorized to borrow under and pursuant to the Sales Officer Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][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 Sales Officer Order, together with the principal sums and interest thereon of all other certificates issued by the Sales Officer pursuant to the Sales Officer 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 Sales Officer Order and in



the *Bankruptcy and Insolvency Act*, and the right of the Sales Officer 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 Sales Officer 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 Sales Officer to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Sales Officer 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 Sales Officer Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ALBERT GELMAN INC.**, solely in its capacity as Sales Officer of the Property and Business, and not in its personal or corporate capacity.

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

SCHEDULE "C"

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**B E T W E E N:**

**GUCCIARDI HOLDINGS INC. and ANNOLOC GROUP INC.**

Applicants

**- and -**

**ANONYMOUS ESTATE WINERY INC., STEINBECK FARMS (NOTL) INC.,  
ANDREA TERSIGNI, and AMIT DHANKHAR**

Respondents

**APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**CONSENT**

**ALBERT GELMAN INC.** hereby consents to act as Sales Officer of Anonymous Estate Winery Inc. and Steinbeck Farms (NOTL) Inc. as contemplated by the attached Order.

March 26, 2025

**ALBERT GELMAN INC.**

 **Bryan  
Gelman**

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Per: Bryan Gelman  
I have the authority to bind the  
corporation

GUCCIARDI HOLDINGS INC. ET AL.    -and-    ANONYMOUS ESTATE WINERY INC. ET AL.

Applicants

Respondents

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**SALES OFFICER APPOINTMENT ORDER**

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Lawyers for the Respondents