

Court File No. CV-24-00720816-00CL

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

BETWEEN:

SIENA LENDING GROUP CANADA LLC

Applicant

- and -

**GLOBAL FOOD AND INGREDIENTS INC., GLOBAL FOOD AND INGREDIENTS LTD., AND GFI
BRANDS INC.**

Respondent

**APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as
amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**SECOND REPORT OF RICHTER INC.,
IN ITS CAPACITY AS RECEIVER OF THE
ABL PRIORITY COLLATERAL OF GLOBAL FOOD AND INGREDIENTS LTD., GLOBAL FOOD AND
INGREDIENTS INC., AND GFI BRANDS INC.**

MARCH 12, 2026

I. INTRODUCTION

1. On May 30, 2024 (the “**Date of Appointment**”), pursuant to an application by Siena Lending Group Canada LLC (“**Siena**” or the “**Lender**”) under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”), Richter Inc. (“**Richter**”) was appointed as receiver (in such capacity, the “**Receiver**”) without security, by way of an order (the “**Richter Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), of those assets that constitute ABL Priority Collateral (as defined in the Richter Appointment Order) of Global Food and Ingredients Ltd. (“**GFL Ltd.**”), Global Food and Ingredients Inc. (“**GFI Inc.**”) and GFI Brands Inc. (“**GFI Brands**” and, collectively with GFI Ltd. and GFI Inc., the “**GFI Group**” or the “**Debtors**”). A copy of the Richter Appointment Order is attached hereto as **Appendix “A”**.
2. Also on the Date of Appointment, pursuant to an application by Farm Credit Canada (“**FCC**”) under section 243(1) of the BIA and section 101 of CJA, FTI Consulting Canada Inc. (“**FTI**”) was appointed as receiver and manager (in such capacities, the “**FCC Receiver**”) without security, of those assets that constitute the FCC Secured Property (as defined in the FTI Appointment Order) of GFI Inc. and GFI Brands (the “**FCC Receivership**”). A copy of the FTI Appointment Order is attached hereto as **Appendix “B”**.
3. The primary objective of the Debtors’ receivership proceedings, pursuant to the Richter Appointment Order, was to allow an orderly realization of the ABL Priority Collateral, which consisted principally of, *inter alia*, any remaining inventory and accounts receivable of the Debtors, various notes receivable owing to GFI Brands and, as appropriate, the equity interests owned by the Debtors.
4. On August 1, 2024, the Court granted an order (the “**Distribution Order**”), authorizing the Receiver to make distributions to the Lender in respect of its secured claim against the ABL Priority Collateral, as defined in the Affidavit of James Simpson, affirmed May 23rd, 2024.
5. The Receiver has established websites (the “**Receiver’s Websites**”) where copies of materials filed in the Debtors’ receivership proceedings have been made available in electronic format. The URLs for the Receiver’s Websites are:
 - (i) <https://www.richter.ca/insolvencycase/global-food-and-ingredients-inc/> ;
 - (ii) <https://www.richter.ca/insolvencycase/global-foods-and-ingredients-ltd/> ; and
 - (iii) <https://www.richter.ca/insolvencycase/gfi-brands-inc/> .
6. The Receiver has engaged Blaney McMurtry LLP (“**Blaney**”) as its legal counsel.

II. PURPOSE OF REPORT

7. The purpose of this Second Report is to:

- (i) provide an overview of the activities of the Receiver since the First Report of the Receiver, dated July 29, 2024 (the “**First Report**”);
- (ii) summarize the Receiver’s receipts and disbursements for the period from the Date of Appointment to February 20, 2026 (the “**Final R&D**”); and
- (iii) recommend the Court grant an Order:
 - a) approving the Second Report, and the actions, activities and conduct of the Receiver set out therein;
 - b) approving the Final R&D;
 - c) authorizing the Receiver to remit to the Receiver General of Canada the sum of \$33,087.80 in respect of the Government of Canada’s subrogated claim arising from amounts paid under the *Wage Earner Protection Program* (“**WEPP**”) to terminated employees for their claims pursuant to Section 81.3 of the BIA (the “**WEPP Subrogated Payment**”);
 - d) authorizing the Receiver to make payments totalling \$3,488.19 in respect of the priority amounts outstanding to three (3) Former Employees pursuant to Section 81.3 of the BIA (the “**Employee Priority Amount**”);
 - e) authorizing the Receiver to file an assignment in bankruptcy in respect of GFI Inc.;
 - f) authorizing and directing the Receiver to distribute any remaining funds, net of the above referenced holdbacks, to the Lender in respect of its secured claim against the ABL Priority Collateral provided that the aggregate distributions to the Lender do not exceed the indebtedness owed to it by the Debtors;
 - g) approving the fees and disbursements of the Receiver in the amount of \$414,082.20 and \$21,460.06 (plus HST) respectively for the period from May 30, 2024 to February 27, 2026 and the fees and disbursements of Blaney in the amount of \$186,689.57 (inclusive of HST) for the period May 9, 2024 to February 28, 2026;

- h) terminating these proceedings and discharging the Receiver from the powers, duties and obligation attendant to its appointment as Receiver upon filing of the Discharge Certificate (defined below); and
- i) releasing Richter from any and all liability that the Receiver has or may hereafter have by reason of, or in any way arising from, the acts or omissions of Richter while acting in its capacity as Receiver, except for any gross negligence or wilful misconduct, upon the filing of the Discharge Certificate.

III. TERMS OF REFERENCE

8. In preparing this Second Report, Richter has relied upon financial information and documents prepared by the Debtors and its advisors, including unaudited, draft and/or internal financial information, the Debtors' books and records, discussions with representatives of the Debtors, including former employees and information from third-party sources (collectively, the **"Information"**). In accordance with industry practice, except as otherwise described in the Second Report, Richter has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, Richter has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Auditing Standards (**"CAS"**) pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, Richter expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.
9. The Second Report should be read in conjunction with the motion materials filed in respect of the Lender's receivership motion, including the affidavit of Mr. James Simpson sworn May 23, 2024 (the **"Simpson Affidavit"**) and the First Report. Parties using this Second Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes, and consequently should not be used for any other purpose. A copy of the Simpson Affidavit is attached hereto as **Appendix "C"**.
10. Unless otherwise noted, all monetary amounts noted herein are expressed in Canadian dollars.

IV. BACKGROUND

GFI Group Overview

11. GFI Inc. is a corporation incorporated and existing under the federal laws of Canada. GFI Inc. leased its head office, which was located at 43 Colborne Street, Suite 400 Toronto, Ontario, M5E 1E3, Canada (the **"Toronto Premises"**). GFI Inc. was a plant-based food and ingredients business that sourced and processed raw materials from farmers and distributed plant-based protein ingredients to food companies in both Canada and

internationally. GFI Inc. was the principal operating entity in the corporate group of which GFI Ltd. is the parent. GFI Inc. had three (3) processing and distribution facilities, located at:

- (i) 100 Elevator Road, Zealandia, Saskatchewan, S0L 3N0, Canada (the “**Zealandia Facility**”);
 - (ii) R.M. of Lajord No 128, Saskatchewan, S0G 4K0, Canada (the “**Vigro Facility**”); and
 - (iii) 100 South Railway Avenue, Lajord, Saskatchewan, S0G 2V0, Canada (the “**Lajord Facility**” and together with the Zealandia Facility and the Vigro Facility, the “**Saskatchewan Facilities**”).
12. GFI Ltd. is a corporation incorporated and existing under the laws of the Province of Ontario, and its head office was located at the Toronto Premises. GFI Ltd. is a public company, whose shares were listed on the TSX Venture Exchange. The GFI Ltd. shares were permanently suspended from trading as at the date of this First Report. GFI Ltd. is the sole shareholder of GFI Inc.
 13. GFI Brands is a corporation incorporated under the laws of Canada. GFI Brands operated a consumer-packaged goods division, including intellectual property and assets related to the Bentilia pasta brand. GFI Brands is a wholly owned subsidiary of GFI Inc.
 14. GFI Ltd. also owns 100% of the shares in Global Food and Ingredients (USA) Inc. (“**GFI USA**”), with GFI USA owning 100% of the shares in North Lily Foods Inc. (“**North Lily**”). Both GFI USA and North Lily are United States incorporated entities. Neither GFI USA nor North Lily are parties in these receivership proceedings.
 15. According to the Debtors’ unaudited borrowing base, as at May 31, 2024, the GFI Group had combined eligible accounts receivable of approximately \$4.41 million and eligible inventory of approximately \$1.03 million (the “**Working Capital Assets**”). In addition to the Working Capital Assets, the GFI Group’s assets include the Saskatchewan Facilities, including equipment previously used in those operations, prepaid deposits, shares and other equity interests, and vendor-take-back rights.
 16. Further background information about the Debtors, including the cause of the GFI Group’s financial difficulties, is detailed in the Simpson Affidavit, and is not repeated herein.

Employees

17. As at the Date of Appointment, the GFI Group employed approximately forty-nine (49) salaried and hourly employees (the “**Former Employees**”).

18. On or about June 1, 2024, ten (10) of the GFI Group's Former Employees accepted offers of engagement (the "**Retained Employees**"), on a per diem term and task basis (the "**Daily Term and Task Contracts**"), with the Receiver. The Retained Employees were paid substantially similar base wages as they had been paid by the GFI Group prior to the receivership. The Daily Term and Task Contracts included additional cash compensation in lieu of vacation pay and group benefits. Prior to the Date of Appointment, GFI Inc. and GFI Ltd. agreed to provide certain of the Retained Employees with key employee retention payments ("**KERPs**"). The Daily Term and Task Contracts included an agreement to honour the KERPs.
19. As at the date of this Second Report there are no remaining Retained Employees.
20. As a result of the receivership proceedings, employees terminated both prior to and during the receivership (the "**Terminated Employees**"), are owed wages, vacation pay, bonuses, severance and termination pay (the "**Terminated Claims**"). With guidance from the Company, the Receiver filed claims on behalf of the Terminated Employees under WEPP.
21. The receiver understands from Service Canada that three employees did not apply for WEPP within the allowed timeframes.

GFI Group Creditors

22. The Debtors have two primary secured creditors that both hold priority collateral:
 - (i) Siena, which holds security over the ABL Priority Collateral of the Debtors; and
 - (ii) FCC, which holds security over the FCC Secured Property of GFI Inc. and GFI Brands.

Siena Lending Group Canada LLC

23. Pursuant to a loan and security agreement dated February 1, 2024 (the "**Loan and Security Agreement**"), Siena agreed to provide a senior secured revolving asset-based lending facility (the "**Siena ABL Facility**") to GFI Inc., GFI Brands and North Lily (in such capacity, the "**Borrowers**"). GFI Ltd. and GFI USA also signed onto the Loan and Security Agreement as guarantors of the Borrowers' obligations (in such capacity, the "**Guarantors**" and together with the Borrowers, the "**Encumbered Entities**"). A copy of the Loan and Security Agreement is included in the Simpson Affidavit in Appendix "C".
24. As security for the provision of the Siena ABL Facility, the Lender received security from the Encumbered Entities in the form of general security agreements and certain collateral second mortgages over all of their assets.

Pursuant to the Intercompany Agreement (as hereinafter defined), Siena has priority over the ABL Priority Collateral.

25. The Receiver understands that, as at the Date of Appointment, the GFI Group was indebted to Siena in the amount of approximately \$3.66 million, plus interest and fees. Not included in this \$3.66 million are fees of approximately \$600K made up of (i) an early termination fee of approximately \$400K (the “**Early Termination Fee**”), and (ii) the second half of a closing fee of approximately \$200K (the “**Closing Fee**”, and together with the Early Termination Fee, the “**Closing and Termination Fees**”). At this point, it is not anticipated that there will be sufficient funds available to repay the Siena Secured Debt (as hereinafter defined) in full. If that proves incorrect for any reason and the Receiver has sufficient funds to pay either or both of the Closing and Termination Fees the Receiver intends to return to Court.
26. As set out in the First Report, on June 24, 2024, Richter, separate and distinct from its role as the Receiver of the Debtors, entered into a consulting agreement (the “**North Lily Agreement**”) with Siena Lending Group LLC (“**Siena US**”). Both Siena and Siena US are wholly owned subsidiaries of the same parent company (“**TopCo**”). As the parent company of both Siena and Siena US, TopCo is the ultimate funder of the Siena ABL Facility. The North Lily Agreement provides for Richter to, *inter alia*:
 - (i) prepare and manage an orderly wind down plan with a view towards the sale/liquidation of North Lily’s business and operations;
 - (ii) review and assess North Lily’s collection strategy for residual accounts receivable balances;
 - (iii) review and validate North Lily’s strategy for liquidation of its residual inventory balance; and
 - (iv) communicate with and provide the required North Lily financial information to Siena.
27. As at the date of this First Report, the Receiver understands that the amount that remains outstanding to Siena (not including costs, interest and the Closing and Termination Fees) is \$2.91 million (the “**Siena Secured Debt**”). The reduction in the amounts owing to Siena from the Date of Appointment to the date of this First Report is due to repayments from North Lily to Siena of approximately \$756K.
28. The Receiver has received a written opinion from its independent counsel, Blaney, that subject to the customary assumptions and qualifications for opinions of this nature, the security interests in favour of the Lender are valid and enforceable in the Province of Ontario.

Farm Credit Canada

29. As set out in the Simpson Affidavit, on February 1, 2024, Siena and FCC entered into an intercreditor agreement (the “**Intercreditor Agreement**”), which outlined their respective security priorities over the assets of the Debtors.
30. The Intercompany Agreement sets out that, *inter alia*:
 - (i) FCC has first secured priority over the FCC Secured Property (as defined in the FTI Appointment Order), with second secured priority over all of the Debtors’ assets; and
 - (ii) Siena has first secured priority over the ABL Priority Collateral (as defined in the Richter Appointment Order), which includes the Debtors’ accounts receivables and inventory, with second secured priority over the FCC Secured Property.
31. The Receiver understands that as at the Date of Receivership, approximately \$15 million remained outstanding to FCC (the “**FCC Secured Debt**”). Richter also understands that the FCC Receiver has been working to realize on the FCC Secured Property to in order to paydown the FCC Secured Debt.
32. On April 23, 2025, the FCC Receiver obtained an order (“**Distribution and Discharge Order**”), which, *inter alia*, authorized the FCC Receiver to distribute \$6,530,000 to FCC as partial payment of the indebtedness owed by the Debtors to FCC, and discharged the FCC Receiver upon the filing of a receiver’s certificate attached as Schedule “A” to the Distribution and Discharge Order (“**FCC Discharge Certificate**”). The Distribution and Discharge Order is attached as **Appendix “D”**.
33. The Receiver is advised that the FCC Receiver will be filing the FCC Discharge Certificate in short order.

V. ACTIVITIES OF THE RECEIVER SINCE THE FIRST REPORT

34. The Receiver’s activities since the First Report have included, *inter alia*, the following:
 - (i) attending before the Court in respect of the Distribution Order and the Orders sought in the FCC Receivership;
 - (ii) reviewing the GFI Group’s books and records, and specifically its accounting and financial records with respect to the Debtors’ inventory and receivables;
 - (iii) discussions with various parties in connection with shares, other equity interests, and vendor-take-back rights held by the GFI Group;
 - (iv) administering claims pursuant to the WEPPA in relation to the Former Employees;

- (v) responding to inquiries from stakeholders, including creditors, customers and the Former Employees;
- (vi) coordinating with Informanix Technology Group Inc. to perform a digital back-up of the Debtors' electronic books and records;
- (vii) corresponding with customers of the Debtors for the purposes of collecting the outstanding accounts receivable owing to the GFI Group (the **"Outstanding AR"**);
- (viii) pursuing litigation against certain customers in connection with the Outstanding AR;
- (ix) corresponding with the Retained Employees regarding the Debtors' financial records and the collection of the Outstanding AR;
- (x) filing insurance claims with multiple insurers in connection with the collection of the Outstanding AR;
- (xi) corresponding with the FCC Receiver on various matters throughout the receivership proceedings;
- (xii) coordinating with purchasers, the Retained Employees, Siena, Blaney, the FCC Receiver, amongst others in connection with the sale of the Debtors' remaining inventory located at the Saskatchewan Facilities (the **"Remaining Inventory"**);
- (xiii) corresponding with the Canada Grain Commission (**"CGC"**) in connection with the CGC audit of the Remaining Inventory and the amounts outstanding by GFI Inc. to agricultural trade creditors;
- (xiv) corresponding and having discussions with various parties regarding the Debtors share interests, other equity interests, and vendor-take-back rights including discussions with the Former Employees, Blaney, Siena, Siena's legal counsel and other relevant parties;
- (xv) sending the Notice and Statement of the Receiver to (i) all creditors on records, and (ii) the Office of the Superintendent of Bankruptcy pursuant to section 245(1) and 246(1) of the BIA;
- (xvi) corresponding with Canada Revenue Agency (**"CRA"**) and the GFI Groups' tax advisor regarding the Debtors' sales tax obligations and responding to information requests regarding the Debtor's sales tax audit;
- (xvii) preparing the tax returns for the periods April 1, 2023 to March 31, 2024 and April 1, 2024 to March 31, 2025 and filing same with CRA;

- (xviii) establishing and maintaining the Receiver's Websites, where all materials filed with the Court in connection with the Debtors' receivership proceedings are available in electronic format;
- (xix) corresponding and communicating regularly with the Lender and their Canadian legal counsel, Goodmans LLP and their U.S. legal counsel Blank Rome LLP, regarding the receivership proceedings;
- (xx) preparing this Second Report; and
- (xxi) attending to other matters pertaining to the administration of the receivership proceedings.

Collection of Accounts Receivable

35. Since the Date of Appointment, the Receiver has collected approximately \$3.74 million in accounts receivable including from Marina Commodities Inc. ("**Marina**") and 14901100 Canada Inc. ("**1490 Canada**") which are described more fully below.

Marina Commodities

36. On or about April 22, 2024, GFI entered into two sales contracts with Marina for the purchase of lentils in the total amount of US\$540,348.62.
37. Following its appointment and as a result of failure by Marina to pay the outstanding account, the Receiver commenced arbitration proceedings against Marina under the CPSCA Trade and Arbitration Rules seeking recovery of the outstanding amounts.
38. After significant negotiations and discoveries, on February 26, 2025, the parties agreed to resolve the arbitration pursuant to Minutes of Settlement (the "**Marina Settlement**"). The material terms of the Marina Settlement include:
- (i) payment by Marina of US\$350,000 in full and final settlement of all claims advanced in the arbitration which was to be made in three installments;
 - (ii) withdrawal of the arbitration on a with prejudice and without cost basis;
 - (iii) execution of a full and final mutual release; and
 - (iv) in the event enforcement proceedings are required, Marina agreed to indemnify the Receiver for legal fees and costs incurred in enforcing the Marina Settlement on a full indemnity basis.

39. The Marina Settlement represents a negotiated resolution of disputed claims and avoids the costs, delay, and uncertainty associated with continuing the arbitration process. The Receiver was of the view that the Marina Settlement is commercially reasonable in the circumstances and in the best interests of the estate. The Lender was supportive of the Marina Settlement.
40. At the date of this Second Report, the Receiver has fully collected the US\$350,000 from Marina.

1490 Canada

41. On May 1, 2023, the GFI Group entered into an asset purchase agreement (the “**APA**”) with 14901100 Canada Inc. in respect of the sale of certain assets relating to the YoFiit business. The transaction closed on May 18, 2023.
42. The aggregate purchase price was satisfied primarily through a vendor take-back note (the “**Note**”), secured by a general security agreement over the purchaser’s assets, together with a share repurchase set-off.
43. In November 2024, disputes arose regarding alleged defaults under the APA, the enforceability of the Note, and related obligations (the “**Dispute**”).
44. After negotiations, the Receiver entered into a Settlement and Release Agreement dated March 6, 2025 (the “**YoFiit Settlement**”), with 1490 Canada, Marie Amazan, and Felix Amazan (collectively, the “**Purchaser Parties**”).
45. Material terms of the YoFiit Settlement include:
 - (i) Payment of \$350,000 (the “**Total Consideration**”) to the Receiver in full and final settlement, payable in three installments;
 - (ii) Upon full payment:
 - a) The APA and all related agreements (including the Note and GSA) will be terminated;
 - b) The Receiver will discharge the registered security granted in favour of GFI Inc. and GFI Brands; and
 - c) The parties will exchange a full and final mutual release.
46. The mutual release was held in escrow and became effective only upon payment of the full settlement amount. At the date of this Second Report, the Receiver has fully collected the Total Consideration.

47. The Receiver was of the view that the YoFiit Settlement resolves the Dispute and avoided the cost, delay, and uncertainty associated with enforcement litigation and realization under the secured position. The Receiver is of the view that the YoFiit Settlement represents a commercially reasonable resolution in the circumstances and is in the best interests of the estate. The Lender was supportive of the YoFiit Settlement.
48. As this was a litigation settlement rather than a sale of assets, no Court approval was required under the Richter Appointment Order and no request for an order was made by the Purchaser Parties.

Sale of Grain Inventory

49. On or about the Date of Appointment, the CGC informed the Receiver that it was holding a \$2 million insurance bond for the benefit of certain agricultural trade creditors and would be administering a claims process for the benefit of those creditors (the “**CGC Insured Creditors**”). In addition, CGC was of the view that pursuant to the *Canada Grain Act* (RSC, 1985, c. G- 10), holders of primary elevator receipts may be entitled to remaining inventory, in priority to the Lender, provided, the primary elevator receipt holders:
 - (i) were not paid for inventory;
 - (ii) delivered the inventory within 90 days prior to the date of the receivership; and
 - (iii) the specific grade and grain delivered could be identified within the existing inventory.

As a result, CGC continued the suspension of the Debtors grain license which would be required for the sale of the Remaining Inventory located in the Saskatchewan Facilities.

50. On or about June 6, 2024, the Receiver facilitated an agreement between the CGC and the Lender, whereby the Receiver would undertake to sell the Remaining Inventory, and split the net proceeds (after related costs) between the CGC and the Lender. Both the Receiver, with its counsel Blaney, Siena, and the CGC determined this agreement was the best outcome in the circumstances, as it allowed for the sale of the Remaining Inventory, and minimized potential legal and professional fee costs that would have been incurred in a litigation of the matter.

Sale of Shares of Big Sky Milling Inc.

51. At the date of the receivership, GFI Ltd held 3,463,828 Class B common shares, representing approximately 50.1% of Big Sky Milling Inc. (“**Big Sky**”), a manufacturer of pet food with a facility in Bowden Alberta. The remaining approximately 49.9% was held by 35 Oak Holdings Ltd. (“**35 Oak**”).

52. The Receiver understands that Big Sky assets are insufficient to repay its creditors which include a line of credit, a secured shareholder loan in the approximate amount of \$5 million and a secured guarantee to FCC in the amount of \$3 million.
53. On March 26, 2025, the Receiver sold GFI Ltd's shares in Big Sky to 35 Oak for a purchase price of \$100,000 on an "as is, where is" basis subject to the typical representations and warranties made in receivership proceedings. This sale did not require prior approval of the Court because the amounts in issue were below the threshold set out in the Richter Appointment Order

Termination of Insurance Captive

54. GFI Inc. held an investment in Unified Agri Insurance Alliance SCC ("**Unified**"), a Barbados entity providing agricultural insurance / risk sharing, to its participants through a Segregated Cell Company or captive insurance arrangement.
55. On June 6, 2025, the Receiver entered into an agreement providing for an orderly termination of GFI Inc.'s participation in Segregated Cell 1 of Unified, effective September 13, 2024, pursuant to the governing participation agreement. On closing, Unified repurchased GFI's common shares for \$29,000 and redeemed its Cell 1 preference shares for a total redemption amount of \$120,236, representing GFI's accumulated program surplus and capital (the "**Redemption Amount**").
56. Unified held back \$40,236 (the "**Captive Retained Funds**") of the Redemption Amount as GFI's proportionate share of potential outstanding and future insurance claims relating to policy years 2021–2024, with the balance of \$80,000 paid to the Receiver.
57. The Captive Retained Funds are to be held in cash or cash equivalents until an assessment is completed of any claims for policy years 2021 – 2024. The agreement provides for final settlement of amounts owing with the exception of the Captive Retained Funds, includes mutual releases between the parties, waives administrative costs, and completes the cancellation of all shares, thereby monetizing the estate's interest.
58. The Receiver has been in communications with counsel to Unified and understands that the Property Cell continues to carry undiscounted projected outstanding liabilities for the 2023-2024 policy year.
59. On March 5, 2025, the Receiver and Unified settled the issue of the Captive Retained Funds with Unified agreed to pay to the Receiver \$41,278 within 30 days.

The D&O Action

60. Siena issued a claim against GFI Ltd. and certain of its former directors and officers for negligence, negligent misrepresentation, and breach of contract in order to enable Siena to seek recovery on a contract of insurance held by GFI Ltd. (the “**D&O Action**”)
61. In June 2025, Siena brought a motion to lift the stay of proceedings to permit Siena to issue the D&O Action, which proceeded on an unopposed basis. The Receiver consented to the relief sought. On July 2, 2025, the Honourable Justice Steele granted an Order lifting the stay in respect of the D&O Action.
62. On February 19, 2026, the Receiver was advised that an agreement had been reached among the parties to discontinue the D&O Action, and the Receiver consented to the discontinuance on behalf of GFI Ltd.

Cost Sharing Arrangement with FTI Inc.

63. As described above, on May 30, 2024, the Receiver was appointed over the ABL Priority Collateral and the FCC Receiver was appointed over the FCC Secured Property.
64. In the course of these two receiverships, the Receiver incurred some general administration costs that benefited both FCC and Siena. For instance, rather than duplicating efforts, the Receiver conducted the WEPPA remittances in respect of all eligible employees of the Debtors. The Receiver engaged in discussions with the FCC Receiver in respect of these shared costs and the two receivers reached a resolution in respect of the proper sharing of such amounts.
65. In particular, the FCC Receiver paid the Receiver \$34,524 (the “**Shared Receivership Costs**”) in respect of the shared receivership costs.

Bankruptcy of GFI Inc.

66. On February 1, 2024, prior to the Date of Appointment, GFI Inc. and Big Sky entered into an asset purchase agreement under which GFI Inc. agreed to sell and Big Sky agreed to purchase certain assets, including accounts receivables, related to GFI Inc.’s business (“**Big Sky Asset Transaction**”). The Big Sky Asset Transaction should have included a GST44 Election form under section 167 of the *Excise Tax Act*, which allows the vendor and purchaser to jointly elect not to charge GST/HST on the sale of the business. However, this form was not filed due to the receivership proceedings.
67. The Big Sky Asset Transaction may be subject to a deemed trust claim from the Canada Revenue Agency (“**CRA**”) with respect to potentially outstanding GST/HST obligations. While the CRA has not asserted any such

claim as of the date of the Second Report, the Receiver seeks the authority to assign GFI Inc. into bankruptcy to reverse any potential priority, and for Richter as Licensed Insolvency Trustee to administer the bankruptcy.

68. The Receiver has advised the FCC Receiver and its counsel that it is seeking the authority to assign GFI Inc. into bankruptcy, which, if granted, the Receiver will not exercise until after the FCC Receiver has filed its Discharge Certificate and is fully discharged.

VI. RECEIVER'S STATEMENT OF RECEIPTS AND DISBURSEMENTS

69. Set out below is a summary of the Interim R&D for the period from May 30, 2024 to February 19, 2026 (the "Period"):

Statement of Receipts & Disbursements (unaudited) For the period May 30, 2024 to February 19, 2026 \$ in CAD	
	Amount
RECEIPTS	
Cash in Bank	444,251
Accounts Receivable	3,740,029
Sale of Shares	209,000
Sale of Inventory	113,706
HST/GST Refund	132,456
Interest Allocation	45,226
Reimbursement of Deposits	64,424
Cost Reimbursement from FCC Receiver	34,524
Total Receipts	4,783,616
DISBURSEMENTS	
Restructuring and Professional Fees	437,926
Legal Fees	302,443
Salary and Payroll	286,848
Retention Bonus	73,555
Operating Costs	59,089
Sales Taxes	85,628
Bank Charges	665
Filing Fees paid to Official Receiver	241
Total Disbursements	1,246,396
Foreign Exchange (rate as of Feb 20, 2026)	5,002
NET CASH BEFORE DISTRIBUTIONS	3,542,222
DISTRIBUTIONS	
Distributions - Siena	3,187,650
Distribution to the Canadian Grain Commission	54,761
Total Distributions	3,242,411
NET CASH AFTER DISTRIBUTIONS	299,812

70. As shown above, the Receiver had net cash before distributions of approximately \$3.54 million as a result of approximately \$4.78 million in receipts and approximately \$1.25 million in disbursements over the Period.
71. Receipts during the Period of approximately \$4.78 million, primarily consist of:
- (i) collection of the outstanding accounts receivable in the amount of \$3.74 million;
 - (ii) cash held in the Debtors' bank accounts at the Date of Appointment in the amount of \$444K;

- (iii) the sale/disposition of shares in the amount of \$209K; and
 - (iv) the sale of inventory in the amount of \$114K.
72. Disbursements during the Period of approximately \$1.25 million, primarily consist of:
- (i) restructuring and professional fees and disbursements of approximately \$438K – including the fees and disbursements of the Receiver;
 - (ii) legal fees of approximately \$302K – including professional fees and arbitration fees associated with continuing legal proceedings in pursuit of collection of the outstanding accounts receivable;
 - (iii) salary and payroll of approximately \$287K – including compensation paid to the Retained Employees in connection with the Term and Task Contracts; and
 - (iv) retention bonuses of approximately \$74K.
73. As a result of the above, distributions during the Period were approximately \$3.24 million, primarily consisting of:
- (i) disbursements to the Lender of approximately \$3.19 million in accordance with the process set out in the Distribution Order; and
 - (ii) disbursements to the Canadian Grain Commission of approximately \$55K.
74. The distributions above exclude approximately \$0.9 million repaid to the Lender through collections of accounts receivable in North Lily.
75. As at February 19, 2026, the Receiver had cash on hand of approximately \$300K.
76. The Final R&D does not include remaining HST refunds to be collected and the Captive Retained Funds.

VII. PRIORITY CLAIMS

77. The security granted by the Debtors in favour of the Lender is subject to prior charges and security interest or claims in respect of the ABL Priority Collateral, which include:
- (i) the Receiver's Charge;
 - (ii) the Receiver's Borrowing Charge; and

(iii) statutory claims pursuant to the BIA.

Receiver's Borrowing Charge

78. The Receiver was authorized to borrow up to \$450,000 subject to a Receiver's Borrowing Charge. The Receiver did not borrow funds during the Receivership Proceedings and as such there are no amounts due in respect of the Receiver's Borrowing Charge.

Statutory Claims Pursuant to the BIA

79. Since the Date of Appointment, the Receiver has not received any supplier demands for repossession of goods. Accordingly, the Receiver is not aware of any claims that could be owing pursuant to section 81.1 of the BIA.

80. The Receiver filed WEPP claims in respect of 50 Former Employees totaling approximately \$333,079.48 in connection with outstanding vacation pay, termination pay and severance pay all of which was accrued within six (6) months of the Date of Appointment. The Receiver has identified approximately \$36,575.99 related to amounts owing pursuant to section 81.3 of the BIA. The Receiver further understands that three of the Former Employees, did not file WEPP claims within the required timelines and therefore did not receive WEPP. The Receiver is holding funds to remit the WEPP Subrogated Payment along with the Employee Priority Amount.

81. The Receiver is advised that the Debtors did not provide a registered pension plan for its employees. Accordingly, the Receiver is not aware of any amounts that could be owing pursuant to section 81.6 of the BIA.

82. As at the date of this Second Report, the Receiver is not aware of any claims, other than those noted above, that would rank in priority to the claims of the Lender as against the ABL Priority Collateral, or the proceeds therefrom.

IX. REQUEST FOR APPROVAL OF FEES AND DISBURSEMENTS

83. The Receiver is seeking approval of its fees and disbursements for the period from May 30, 2024 to February 27, 2026 (the "**Richter Fee Period**"), and those of Blaney McMurtry LLP from May 9, 2024 to February 28, 2026 (the "**Blaney Fee Period**"), in connection with the performance of their duties herein.

84. The total fees and disbursements of Richter during the Richter Fee Period amount to \$414,082.20 and \$21,460.06, respectively, each excluding sales tax (collectively, the "**Richter Accounts**"). These amounts represent professional fees and disbursements not yet approved by the Court. The affidavit of Karen Kimel sworn on March 12, 2026 and attached hereto as **Appendix "E"** includes details of the Richter Accounts.

85. The total fees and disbursements of Blaney during the Blaney Fee Period amount to \$186,689.57 (inclusive of HST) (collectively, the "**Blaney Accounts**"). These amounts represent professional fees and disbursements not

yet approved by the Court. The affidavit of Alexandra Teodorescu sworn on March 12, 2026 and attached hereto as **Appendix “F”** includes details of the Blaney Accounts.

86. The Receiver has reviewed the accounts of Blaney during the Blaney Fee Period and confirms that the services reflected therein have been duly authorized and duly rendered, and that, in the Receiver’s opinion, the charges are reasonable.
87. The remaining matters to be completed in these receivership proceedings include, among other things, making final distributions, filing of an assignment in bankruptcy of GFI Inc., administrative matters related to the termination of the receivership proceedings, and the Receiver’s discharge (collectively the **“Remaining Matters”**). On the assumption that there are no delays, disputes or unforeseen developments in connection with these proceedings, including the within motion and performance of the Remaining Matters, Richter has estimated fees and disbursements in the amount of \$60,000, excluding applicable taxes (the **“Remaining Fees and Disbursements”**), for services that have been provided or will be provided, as follows:
 - (i) Richter – for the period from February 28, 2026 to the date of the Receiver’s discharge, \$45,000 (not including the holdback amount for the bankruptcy of GFI Inc.); and
 - (ii) Blaney – for the period from March 1, 2026 to the date of the Receiver’s discharge, \$15,000.
88. The above estimates take into consideration the reasonable professional and legal fees and disbursements required to prepare this Second Report, participate in the within motion, and complete the Remaining Matters up to the effective date of discharge. If the actual Remaining Fees and Disbursements are less than the above estimates, no further Court approval of fees and disbursements is required.
89. Fees and disbursements of the Receiver and its counsel, including the Remaining Fees and Disbursements, have been reviewed by the Lender and the Receiver understands that the Lender does not oppose these fees and disbursements.

VIII. PROPOSED DISTRIBUTIONS

90. The Receiver therefore proposes to pay the WEPP Subrogated Payment to Service Canada in respect of those employees who received WEPP and pay directly to the three Former Employees who did not file WEPP, the Employee Priority Amount.
91. The Receiver also expects having to make final payments to service providers for the administration of the estate in the receivership, including paying storage fees for the storage of records.

92. The Receiver is requesting the Court authorize the Receiver to file an assignment in bankruptcy for GFI Inc. and to distribute \$30,000 + HST to Richter, in its capacity as the proposed trustee in bankruptcy as a deposit guarantee.
93. The Receiver is requesting the Court authorize the Receiver to pay the outstanding accounts of Richter and Blaney including the Remaining Fees and Disbursements.
94. As stated in the First Report, the Receiver received a written opinion from its independent counsel, Blaney, that subject to the customary assumptions and qualifications for opinions of this nature, the security interests in favour of the Lender are valid and enforceable in the Province of Ontario.
95. All of the money collected by the Receiver to date is derived from the ABL Priority Collateral and is payable to the Lender in accordance with its security.
96. To date, the Lender has received distributions of approximately \$3.2 million from realizations from assets of the GFI Group and a further approximately \$0.9 million from realizations of assets from North Lily.

Loan Details Since Appointment	\$
Loan balance May 31, 2024 excluding Exit Fee and May 2024 Interest	3,584,515.26
Pre-Receivership Interest for May 2024	78,681.20
Add: Contractor Costs - Jaime	24,340.08
Add: Contractor Costs - A1 Harvest	12,901.60
Add: North Lily Payroll	10,400.00
Add: Richter North Lily Invoices	11,320.63
Add: Other Costs/Fees	10,257.98
Add: Returned Cheque	49,500.00
Add: Advance Wire Fees	800.00
Add: Legal fees - Goodmans LLP	306,005.30
Add: North Lily legal fees - Blank Rome	35,737.53
Add: Field exam fees - Red Ridge (March 2024)	52,752.60
Add: Internal Auditor fees (May 2024)	20,808.30
Add: McDougall Gauley LLP	13,592.70
Add: Otterburg	13,222.80
Add: Legal Fees - Lenczner Slaght	49,223.61
Add: FX Adjustments	2,301.35
O/S Siena Revolver before Post-filing interest and Exit Fees	4,276,360.94
Less: Distribution of proceeds in Receivership Proceedings	3,185,000.00
Less: Distribution from North Lily since May 31, 2024	919,872.87
Distributions to December 2025	4,104,872.87
Remaining Loan Balance Before Post-Receivership Interest and Exit Fee	171,488.07
Add: Exit fee/early termination fee	600,000.00
Add: Post-receivership interest	1,517,218.14
O/S Siena Revolver after Post-filing interest and Exit Fees	2,288,706.21

97. The Receiver does not anticipate additional receipts exceeding the remaining loan balance (before closing and early termination fees and post receivership interest) of \$171,488 as shown above. To the extent that any funds are available to distribute to the Lender above the principal loan balance, the Receiver notes that, even at the current Prime rate of interest of 4.45%, the Lender's post-receivership interest would be greater than the amount available to distribute to the Lender.

98. The Receiver respectfully requests that the Court authorize the Receiver to distribute the remaining cash and remaining proceeds to the Lender, subject to maintaining sufficient reserves to satisfy any outstanding obligations.

IX. DISCHARGE OF RECEIVER

99. The Receiver's remaining activities and duties include:

- (i) filing of the Receiver's final report and statement of receipts and disbursements pursuant to section 246(3) of the BIA with the Office of the Superintendent of Bankruptcy;
 - (ii) realizing on the Captive Retained Funds;
 - (iii) issuing the Distributions to:
 - a) Service Canada and the Former Employees in respect of the Priority amounts;
 - b) Richter, in its capacity as the proposed trustee in bankruptcy, in respect of the deposit guarantee for the proposed bankruptcy of GFI Inc.; and
 - c) Siena;
 - (iv) making final payments to service providers of the GFI Group, including the payment of storage fees for the storage of records;
 - (v) destroying the books and records of the GFI Group, which the Receiver deems unimportant to the administration of the estate;
 - (vi) such further and other administrative and ancillary matters as may be necessary to completed the administration of the receivership up to the Receivership Termination Date (as defined below); and
 - (vii) filing a certificate certifying completion of the administration of the receivership with the Court (the "**Discharge Certificate**"),
- (collectively, the "**Remaining Activities**".)

100. Following the proposed distributions, subject to this Court's approval, the Receiver will have substantially completed the administration of the receivership, subject to the completion of the Remaining Activities.

101. Upon Completion of the Remaining Activities, the Receiver will file the Discharge Certificate (the “**Receivership Termination Date**”), whereupon the termination of the receivership proceeding and the discharge of the Receiver, and the release of the Receiver, will become effective.

IX. RECEIVER’S RECOMMENDATION

102. The Receiver respectfully submits this Second Report in support of an order authorizing the Bankruptcy, Distribution, Discharge and Fee Approval Order.

All of which is respectfully submitted, this 12th day of March 2026.

Richter Inc.

**In its capacity as Receiver of the ABL Priority Collateral of
Global Food and Ingredients Ltd., Global Food and Ingredients Inc.,
and GFI Brands Inc.**

And not in its personal or corporate capacity

Per:



Karen Kimel, MAcc, CPA, CA, CPA (IL), CIRP, LIT

APPENDIX “A”

Court File No. CV-24-00720816-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 30TH
JUSTICE STEELE	)	DAY OF MAY, 2024

SIENA LENDING GROUP CANADA LLC

Applicant

-and-

**GLOBAL FOOD AND INGREDIENTS INC.,
GLOBAL FOOD AND INGREDIENTS LTD. AND GFI BRANDS INC.**

Respondents

**ORDER
(Appointing Receiver)**

THIS APPLICATION made by Siena Lending Group Canada LLC (the “**Applicant**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43, as amended (the “**CJA**”), appointing Richter Inc. (“**Richter**”) as receiver (in such capacities, the “**Receiver**”) without security, of those assets that constitute ABL Priority Collateral (defined below) of Global Food and Ingredients Ltd. (“**GFL Ltd.**”), Global Food and Ingredients Inc. (“**GFI Inc.**”) and GFI Brands Inc. (“**GFI Brands**” and, collectively with GFI Ltd. and GFI Inc., the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of James Simpson affirmed May 23, 2024 and the Exhibits thereto (the “**Simpson Affidavit**”), and on hearing the submissions of counsel for the Applicant and Farm Credit Canada (“**FCC**”), no one appearing for the Debtors or any other parties although

duly served as appears from the certificate of service of Luke Devine sworn May 24, 2024, and on reading the consent of Richter to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that, pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors that constitute ABL Priority Collateral (as defined in the Simpson Affidavit).

RECEIVER'S POWERS

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

(a) to take possession of and exercise control over the ABL Priority Collateral and any and all proceeds, receipts and disbursements arising out of or from the ABL Priority Collateral;

(b) to receive, preserve, and protect the ABL Priority Collateral, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of ABL Priority Collateral to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtors, 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 Debtors;

(d) to engage employees of the Debtors, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to rent or pay for the cost of using such machinery, equipment, premises or other assets to preserve, protect, convert to finished goods, remove or sell any ABL Priority Collateral from any of the facilities of the Debtors;

(f) to purchase such inventories or supplies as may be necessary to convert any existing work in process inventory not finished goods inventory;

(g) with respect to the ABL Priority Collateral, to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;

(h) to settle, extend or compromise any indebtedness owing to the Debtors in respect of the ABL Priority Collateral;

(i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the ABL Priority Collateral, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, the ABL Priority Collateral or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the ABL Priority Collateral, including advertising and soliciting offers in respect of the ABL Priority Collateral or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the ABL Priority Collateral or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 59(10) of the Saskatchewan *Personal Property Security Act*, or other similar provincial statute, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply;

(m) to apply for any vesting order or other orders necessary to convey the ABL Priority Collateral or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such ABL Priority Collateral;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the ABL Priority Collateral and the receivership, including but not limited to meeting with and discussing with FCC and/or any receiver appointed by this Court on application by FCC, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought

desirable by the Receiver, in the name of the Debtors with respect to the ABL Priority Collateral;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors or any purchasers of the Debtor's assets or other secured lenders of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any ABL Priority Collateral owned or leased by the Debtors;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and

(r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the ABL Priority Collateral, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that

Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords, purchasers or secured creditors of the Debtors with notice of the Receiver's intention to remove any ABL Priority Collateral from any leased premises at least two (2) days prior to the date of the intended removal. The relevant landlord, purchaser or secured creditor shall be entitled to have a representative present in the leased premises to observe such removal.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE ABL PRIORITY COLLATERAL

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to

the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the ABL Priority Collateral, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the ABL Priority Collateral in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that, if requested by the Court or any interested person, the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$450,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the ABL Priority Collateral shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

25. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: ‘<richter.ca/insolvencycase/global-food-and-ingredients-inc/>’.

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

GENERAL

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

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Richter Inc., the receiver (the "**Receiver**") of the ABL Priority Collateral (as defined in the Order) of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 30th day of May, 2024 (the "**Order**") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$450,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [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 Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the ABL Priority Collateral, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such ABL Priority Collateral 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 [*].

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

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

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

DATED the ____ day of _____, 2024.

Richter Inc., solely in its capacity as Receiver of
the ABL Priority Collateral, and not in its
personal capacity

Per: _____

Name:

Title:

APPENDIX “B”

Court File No. CV-24-00720526-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 30TH
	)	
JUSTICE STEELE	)	DAY OF MAY, 2024

FARM CREDIT CANADA

Applicant

and

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

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

ORDER
(Appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing FTI Consulting Canada Inc. (“**FTI**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of those assets that constitute the FCC Secured Property (as defined below) of Global Food and Ingredients Inc. (“**Global Food Canada**”) and GFI Brands Inc. (“**GFI Brands**”, and together with Global Food Canada, the “**Debtors**”, and each individually, a “**Debtor**”).

ON READING the affidavit of Jason Inman sworn May 16, 2024 and the Exhibits thereto (the “**Inman Affidavit**”) and the affidavit of Kristy DeLure sworn May 23, 2024 and the Exhibits

thereto, and on hearing the submissions of counsel for the Applicant, counsel for Siena Lending Group Canada LLC (“**Siena**”), counsel for FTI, counsel for the Respondents, and counsel for Richter Advisory Group Inc. and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the affidavit of service of Kristy DeLure sworn May 17, 2024 and the affidavit of service of Heather Fisher sworn May 24, 2024 and on reading the consent of FTI to act as the Receiver, filed.

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, FTI is hereby appointed Receiver, without security, of all the assets, undertakings and properties of the Debtors that constitute “Term Loan Priority Collateral” (as defined in the Inman Affidavit), including but not limited to the lands and buildings at the Mortgaged Lands, and the Leasehold Interest (each as defined in the Inman Affidavit), and proceeds thereof (collectively, the “**FCC Secured Property**”).

RECEIVER’S POWERS

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

- (a) to take possession of and exercise control over the FCC Secured Property and any and all proceeds, receipts and disbursements arising out of or from the FCC Secured Property;
- (b) to receive, preserve, and protect the FCC Secured Property, or any part or parts thereof, including, but not limited to, the changing of locks and

security codes, the relocating of FCC Secured Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) with respect to all FCC Secured Property, to manage, operate, rent, lease, enter into occupation agreements and carry on the business of the Debtors, 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 Debtors;
- (d) to engage employees, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Debtors' business or any part or parts thereof;
- (f) with respect to all FCC Secured Property, to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors in respect of all FCC Secured Property;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the FCC Secured Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors in respect of the FCC Secured Property, or with respect to the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
 - (j) to market any or all of the FCC Secured Property, including advertising and soliciting offers in respect of the FCC Secured Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (k) to sell, convey, transfer, lease or assign the FCC Secured Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$350,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, or section 59(10) of the Saskatchewan *Personal Property Security Act*, or other similar provincial statute as the case may be, shall not be required.
- (l) to apply for any vesting order or other orders necessary to convey the FCC Secured Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such FCC Secured Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the FCC Secured Property and the receivership, including but not limited meeting with and discussing with Siena and/or any receiver appointed upon application by Siena, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the FCC Secured Property against title to any of the FCC Secured Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors with respect to any FCC Secured Property;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any purchasers of the Debtors' assets or other secured lenders of the Debtors including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any FCC Secured Property owned or leased by the Debtors; and
- (q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any FCC Secured Property in such Person's possession or control, shall grant immediate and continued access to the FCC Secured Property to the Receiver, and shall deliver all such FCC Secured Property to the Receiver upon the Receiver's request.

5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the FCC Secured Property, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE FCC SECURED PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the FCC Secured Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors from compliance with statutory or regulatory provisions relating to health, safety or

the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever and relating to the sale or other realization of all or any of the FCC Secured Property whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

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

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the FCC Secured Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the

environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the FCC Secured Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge in the amount of \$500,000 (the “**Receiver's Charge**”) on the FCC Secured Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the FCC Secured Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

19. THIS COURT ORDERS that, if requested by the Court or any interested person, the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the

accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the FCC Secured Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

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

GENERAL

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

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

29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

30. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

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

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc., the receiver and manager (the "Receiver") of those assets that constitute FCC Secured Property (as defined in the Order (as defined bellow)) of Global Food and Ingredients Inc. ("**Global Food Canada**") and GFI Brands Inc. ("**GFI Brands**", with Global Food Canada, collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 30th day of May, 2024 (the "**Order**") made in an application having Court file number CV-24_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [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 Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the FCC Secured Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such FCC Secured Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

FTI Consulting Canada Inc., solely in its
capacity as Receiver of the FCC Secured
Property of the Debtors, and not in its personal
capacity

Per: _____

Name:

Title:

FARM CREDIT CANADA
Applicant

-and-

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.
Respondents

Court File No. CV-24_____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

**ORDER
(Appointing Receiver)**

GOWLING WLG (CANADA) LLP

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File Number: A173649

Lawyers for the applicant

APPENDIX “C”

Court File No. CV-24-00720816-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

SIENA LENDING GROUP CANADA LLC

Applicant

- and -

**GLOBAL FOOD AND INGREDIENTS INC.,
GLOBAL FOOD AND INGREDIENTS LTD., AND GFI BRANDS INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER
SECTION 243 (1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS
AMENDED AND S. 101 OF THE COURTS OF
JUSTICE ACT, R.S.O. 1990, C. C.43

AFFIDAVIT OF JAMES SIMPSON
(Affirmed May 23, 2024)

I, James Simpson, of the City of Chicago in the State of Illinois, in the United States of America, MAKE OATH AND SAY:

1. I am a Senior VP, Account Manager, with Siena Lending Group LLC, the parent company of Siena Lending Group Canada LLC (the “**Applicant**”), the senior secured creditor with respect to the ABL Priority Collateral (defined below) of Global Food and Ingredients Ltd. (“**GFI Ltd.**”), Global Food and Ingredients Inc. (“**GFI Inc.**”), and GFI Brands Inc. (“**GFI Brands**” and, collectively with GFI Ltd. and GFI Inc., the “**Debtors**”). I have been involved in the management of the Siena ABL Facility (as defined below) since

shortly after the funding thereof occurred on February 1, 2024. As such, I have personal knowledge of the matters addressed in this affidavit. Where my knowledge is based on information from documents or from others, I have stated the source of that information and believe it to be true.

2. I swear this affidavit in support of the Applicant's application to appoint Richter Inc. ("**Richter**") as receiver (in such capacity, the "**Receiver**"), without security, of all the assets, undertakings and properties of the Debtors that constitute the ABL Priority Collateral of the Debtors pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**"), and section 101 of the *Courts of Justice Act*, RSO, c C-43, as amended.

3. All monetary references in this affidavit are in CAD unless otherwise stated.

II. OVERVIEW

4. The Debtors are part of the Global Food and Ingredients group of companies (the "**GFI Group**"), a plant-based food and ingredients business that sources and processes raw materials from farmers, and distributes plant-based protein ingredients to food companies. The Applicant and Farm Credit Canada ("**FCC**") are the Debtors' two primary secured creditors, with each holding general security over the assets of some or all of the members of the GFI Group, and with the relative priority of those security interests being governed by the Intercreditor Agreement (as defined below).

5. Despite earlier rapid growth, the Debtors have recently suffered significant financial challenges, including an inability to secure adequate raw material inputs, which

have rendered their business no longer viable. On May 7, 2024, GFI Ltd. announced an orderly wind-down of the Debtors' business, citing insufficient cash flow to sustain operations or service their substantial debts. The Debtors are now in default of their obligations to the Applicant and to FCC.

6. With the Debtors' business no longer viable, the Applicant seeks to appoint the Receiver to realize on the ABL Priority Collateral of the Debtors over which the Applicant holds first ranking security. It is expected that the Receiver will work cooperatively with FCC's proposed receiver to carry out an orderly and efficient wind-down of the Debtors' remaining assets and operations.

III. BACKGROUND INFORMATION

A. The Applicant

7. The Applicant is an asset-based lender incorporated under the laws of Delaware with its principal place of business in Stamford, Connecticut. The Applicant, together with its parent, provides financing solutions to middle-market companies across the United States and Canada.

B. The Debtors

8. GFI Ltd. is a publicly traded company incorporated under the laws of Ontario, and the parent company of the GFI Group. GFI Inc., a wholly-owned subsidiary of GFI Ltd., is incorporated under the laws of Canada with its head office in Toronto, Ontario. GFI Inc. is the principal operating entity of the GFI Group. Attached as **Exhibits "A" and "B"** are corporate profile reports for GFI Ltd and GFI Inc., respectively.

9. GFI Inc. operates the GFI Group's core plant-based food ingredients business, supplying plant-based high-protein ingredients worldwide and distributing bagged products directly to food processing companies and other institutional buyers in North America. GFI Inc. has three processing facilities, all in Saskatchewan, along with leased office space in Toronto, Ontario.

10. GFI Brands, a wholly-owned subsidiary of GFI Inc., is incorporated under the laws of Canada and holds the GFI Group's consumer packaged goods division, including intellectual property and assets related to the Bentilia (high-protein, gluten-free pasta) brand. GFI Brands also at one time owned the YoFiit (plant-based milk and snack food) brand, but sold that in or about May of 2023 and now holds a note receivable from the purchaser of that brand. A corporate profile report for GFI Brands is attached as **Exhibit "C"**.

11. GFI Inc. also wholly owns Global Food and Ingredients (USA) Inc. ("**GFI (USA)**"), a Delaware incorporated subsidiary which in turn wholly owns North Lily Foods Inc. ("**North Lily**"). North Lily is also a Delaware corporation, and it serves as the GFI Group's U.S. wholesale distribution arm. Corporate profile reports for GFI (USA) and North Lily are attached as **Exhibits "D" and "E"**, respectively.

12. In addition to its interests in GFI Inc. and GFI Inc.'s subsidiaries, GFI Ltd. also owns a majority (50.1%) stake in Big Sky Milling Inc. ("**Big Sky**"), which operates the GFI Group's pet food ingredients business. A corporate profile report for Big Sky is attached as **Exhibit "F"**.

C. The Debtors' Business and Operations

13. As detailed in GFI Inc.'s *Management's Discussion and Analysis* ("**MD&A**") for the Fiscal Year Ended March 31, 2022 ("**FY22**"), a copy of which is attached as **Exhibit "G"**, the GFI Group sourced supply directly from over 500 farmers in North America, with a total processing capacity of approximately 440,000 metric tonnes annually across its four facilities. The business was organized into four primary lines:

- (a) Pea Protein Inputs: supplying glyphosate-free and organic yellow peas for the pea protein extraction industry;
- (b) Plant-Based Ingredients: offering plant-based, high protein ingredients under the North Lily and North Lily Organic brands;
- (c) Plant-Based Pet Food Ingredients: producing custom blends of milled pulses for pet food manufacturers at Big Sky's manufacturing facility in Bowden, Alberta; and
- (d) Plant-Based Consumer Packaged Goods: developing branded consumer packaged foods.

14. The FY 2022 MD&A discloses that, although the business grew rapidly, with revenues increasing approximately 102% from FY 2021 to FY 2022, the Debtors faced significant challenges in the second half of FY 2022 related to poor harvests, commodity price increases, shipping delays, and foreign exchange impacts. The Debtors' pursued a strategy of value-added processing and vertical integration to generate additional margin, including acquiring the YoFiit and Bentilia brands and investing approximately \$6.4 million to construct a "state-of-the art pea splitting facility" to increase its production of pea protein inputs. The Debtors also expanded their workforce to support these new business initiatives.

D. The Debtors' Secured Creditors

15. The Debtors have two primary secured creditors, the Applicant and Farm Credit Canada (“FCC”), each with priority security over different collateral.

(i) FCC's Term Loan Facility

16. FCC has provided three term credit facilities to GFI Inc. under a credit agreement dated November 22, 2019 which has been amended and/or restated a number of times (as amended and restated, the “FCC Credit Agreement”). Copies of these amendments and versions of the FCC Credit Agreement are attached as exhibits to the affidavit of Jason Inman sworn May 17, 2024 in connection with FCC's application to appoint a receiver over its priority collateral, and as such I do not intend to reproduce them in this affidavit.

17. FCC's principal security for its indebtedness is the equipment, land and buildings of the GFI Group's Saskatchewan facilities, as well as the intellectual property of the GFI Group. I understand, from the materials filed by FCC in their application to appoint a receiver over their priority collateral, that the aggregate outstanding indebtedness owed by GFI Inc. under the three credit facilities extended by FCC is approximately \$15 million.

18. GFI Brands has provided FCC a secured guarantee of GFI Inc.'s obligations under the FCC Credit Agreement. North Lily has also provided an unsecured guarantee to FCC. As such, FCC has no security over North Lily's assets.

(ii) The Prior JP Morgan ABL Facility

19. The Debtors previously had a revolving asset-based loan facility with JP Morgan Chase Bank (“JPM”) to fund working capital. The JPM ABL Facility was refinanced and replaced by the Siena ABL Facility effective February 1, 2024.

20. JPM, the Debtors and FCC were parties to an intercreditor agreement governing their relative priorities to the assets of the GFI Group.

(i) The Applicant's ABL Facility

21. The Applicant agreed to provide a senior secured revolving asset-based lending facility (the “**Siena ABL Facility**”) to GFI Inc., GFI Brands, and North Lily (in such capacity, “**Borrowers**”), pursuant to a Loan and Security Agreement dated February 1, 2024 (the “**Loan and Security Agreement**”), a copy of which is attached as **Exhibit “H”**. The Siena ABL Facility was funded on February 1, 2024.

22. GFI Ltd. and GFI (USA) also executed the Loan and Security Agreement and provided, in Article 8 thereof, unconditional and unlimited guarantees of the Borrowers’ obligations under the Loan and Security Agreement (GFI Ltd. and GFI (USA), in such capacity, “**Guarantors**”). These guarantees provide the Applicant recourse to additional GFI Group entities and assets upon a Borrower default, which was a key consideration for the Applicant in advancing funds.

23. As security for the obligations of the Borrowers and the Guarantors under the Loan and Security Agreement, the Applicant received the following security from the named parties (such documents collectively the “**Siena Security**”):

- (a) each of the Borrowers and Guarantors granted security over all of their present and future assets and property pursuant to Article 3 of the Loan and Security Agreement;

- (b) the Debtors (GFI Ltd., GFI Inc. and GFI Brands) collectively executed a Canadian General Security Agreement dated February 1, 2024 in favour of the Applicant (the “**Canadian GSA**”), a copy of which is attached hereto as **Exhibit “I”**. The Canadian GSA grants general security over the assets of the Debtors;
- (c) GFI (USA) and North Lily collectively executed a United States General Security Agreement dated February 1, 2024 in favour of the Applicant (the “**US GSA**”), a copy of which is attached hereto as **Exhibit “J”**. The US GSA grants general security over the assets of GFI (USA) and North Lily;
- (d) GFI Ltd. executed a Pledge and Security Agreement dated February 1, 2024 in favour of the Applicant (the “**GFI Ltd. Pledge**”), a copy of which is attached hereto as **Exhibit “K”**, specifically in respect of GFI Ltd.’s equity interests in both GFI Inc. and Big Sky;
- (e) GFI Inc. executed a Pledge and Security Agreement dated February 1, 2024 in favour of the Applicant (the “**GFI Inc. Pledge**”), a copy of which is attached hereto as **Exhibit “L”**, specifically in respect of GFI Inc.’s equity interests in both GFI Brands and GFI (USA);
- (f) GFI Inc., GFI Ltd., GFI (USA) and North Lily executed a Collateral Pledge Agreement dated February 1, 2024 in favour of the Applicant (the “**Collateral Pledge**”), a copy of which is attached hereto as **Exhibit “M”**, specifically pledging their equity interests in GFI Inc., Big Sky, GFI (USA) and North Lily;

- (g) the original share certificates for the shares in the capital of GFI Inc., GFI Brands and Big Sky, which were pledged in the GFI Ltd. Pledge, the GFI Inc. Pledge and/or the Collateral Pledge, together in each instance with a signed power of attorney to transfer shares, were delivered to the Applicant's counsel on closing of the funding of the Siena ABL Facility. The Applicant's counsel continues to hold those share certificates and powers of attorney, on behalf of the Applicant. I understand that there are no share certificates in respect of GFI (USA) or North Lily; and
- (h) GFI Inc. executed a collateral mortgage dated February 1, 2024 in favour of the Applicant, a copy of which is attached hereto as **Exhibit "N"**, charging its two (2) owned properties in Zealandia and Lajord, Saskatchewan (comprised of three surface parcels of land), and also charging its leasehold interest in its third Saskatchewan facility, located near Lajord.

24. On January 29, 2024, the applicant registered the following financing statements pursuant to the *Personal Property Security Act* ("**PPSA**") in the provinces as set out below:

Ontario

- (a) Against GFI Inc: Reference File No. 502259058 (Registration No. 20240129 0803 1590 8364) expiring on January 29, 2029, perfecting the Applicant's security interest in inventory, equipment, accounts, other, and motor vehicles;
- (b) Against GFI Ltd: Reference File No. 502259067 (Registration No. 20240129 0804 1590 8365) expiring on January 29, 2029, perfecting the Applicant's security interest in inventory, equipment, accounts, other, and motor vehicles;
- (c) Against GFI Brands: Reference File No. 502259076 (Registration No. 20240129 0804 1590 8366) expiring January 29, 2029, perfecting the Applicant's security interest in inventory, equipment, accounts, other, and motor vehicles;

British Columbia

- (a) Against GFI Inc: Base Registration No. 158580Q expiring on January 29, 2029, perfecting the Applicant's security interest in all of GFI Inc.'s present and after-acquired personal property;
- (b) Against GFI Brands: Base Registration No. 158579Q, expiring on January 29, 2029, perfecting the Applicant's security interest in all of GFI Brands' present and after acquired personal property;

Alberta

- (a) Against GFI Inc: Registration No. 24012901702, expiring on January 29, 2029, perfecting the Applicant's security interest in all of GFI Inc.'s present and after-acquired personal property;
- (b) Against GFI Brands: Registration No. 24012901651 expiring on January 29, 2029, perfecting the Applicant's security interest in all of GFI Brands' present and after-acquired personal property;

Saskatchewan

- (a) Against GFI Inc: Registration No. 302510581, expiring on January 22, 2029, perfecting the Applicant's security interest in all of GFI Inc.'s present and after-acquired personal property.

Manitoba

- (a) Against GFI Inc: Registration No. 202401528506 expiring on January 22, 2029, perfecting the Applicant's security interest in all of GFI Inc.'s present and after acquired personal property.

25. Attached as **Exhibit "O"** is a summary of *PPSA* search results for each of the Debtors in each of Ontario, Manitoba, Saskatchewan, Alberta and British Columbia confirming the registrations above, which summary was prepared by the Applicant's counsel based on the raw searches.

26. Concurrent with the execution of the Loan and Security Agreement, the Applicant and FCC entered into an intercreditor agreement dated February 1, 2024 (the “**Intercreditor Agreement**”), which was acknowledged by each of the Debtors, GFI (USA) and North Lily, governing the respective priorities and rights of the Applicant and FCC with respect to the GFI Group’s assets and property, including the Applicant’s access rights in an enforcement scenario. The Intercreditor Agreement, a copy of which is attached as **Exhibit “P”**, is substantially similar to the prior intercreditor agreement between JPM and FCC.

27. In particular, under the Intercreditor Agreement, FCC has priority to “Term Loan Priority Collateral”, which is defined in the Intercreditor Agreement to effectively be all real property and real property leasehold interests of GFI Inc. which are mortgaged to FCC, all equipment and fixtures on such real property, all intellectual property owned by the GFI Group, the books and records relating thereto, and a life insurance policy on one of the executives of GFI Inc. The Intercreditor Agreement also provides that the Applicant has priority to all collateral granted to the Applicant (which is defined in the Intercreditor Agreement as the ABL Collateral) and which is not Term Loan Priority Collateral (such assets over which the Applicant has priority being the “**ABL Priority Collateral**”).

28. With respect to the Debtors, the principal assets over which the Applicant holds first ranking security are the inventory and accounts receivable of the Debtors, as well as various other assets including notes receivable owing to the Debtors, and shares owned by one of more of the Debtors in certain subsidiaries.

29. For greater certainty, the Applicant is not seeking relief in these proceedings against North Lily, as all of its assets are located in North Carolina, or against any assets of the GFI Group which do not constitute ABL Priority Collateral.

(ii) 35 Oak Holdings' Subordinate Security

30. In connection with the closing of the refinancing with the Applicant, the GFI Group entered into a transaction with 35 Oak Holdings Ltd. ("**35 Oak**"), which involved the Big Sky assets and business being removed from the collateral available to be financed, effectively spinning much of that business out of the GFI Group. As part of that transaction, and for new financing of the Big Sky business, 35 Oak received 49.9% of the equity of Big Sky and made a separate loan which is secured only on the assets of Big Sky. The GFI Group retained a 50.1% shareholding interest in Big Sky.

31. In addition to the above noted transaction, in connection with the February 1 transactions, 35 Oak advanced \$500,000 to GFI Inc. under a secured promissory note (the "**Oak-GFI Note**"). However, the security held by 35 Oak in the assets of GFI Inc. is specifically subordinated to both FCC and the Applicant.

32. Pursuant to a Limited Subordination Agreement dated February 1, 2024 between 35 Oak, FCC, GFI Inc. and Big Sky, 35 Oak's security interest in GFI Inc.'s personal property is subordinate to FCC's security interest.

33. Pursuant to a Postponement, Subordination and Standstill Agreement dated February 1, 2024, a copy of which is attached hereto as **Exhibit "Q"**, 35 Oak acknowledged in writing that its interests in the assets of GFI Inc. were subordinate to the Applicant's security.

IV. FACTUAL BASIS FOR RECEIVERSHIP

A. The Debtors' Financial Difficulties and Defaults

34. The Debtors faced significant challenges almost immediately after executing the Loan and Security Agreement on February 1, 2024. These challenges, as disclosed in GFI Ltd.'s MD&A for the period ended December 31, 2023 (attached as **Exhibit "R"**), included:

- (a) disagreements between farmers and buyers over 2022 crop pricing leading up to the 2023 fall harvest;
- (b) lower pea protein sales as customers had built up high inventory levels coupled with lower than anticipated end user demand; and
- (c) seasonality and timing of contracts, with results tending to be lower in the first half of the fiscal year.

35. Most significantly, in or about late December of 2023 or early January 2024, competitors acquired substantially all of the pea crop for Western Canada, effectively cutting off the GFI Group's supply of peas, a critical input for over 50% of the GFI Group's products. The event negatively impacted all aspects of the Debtors' business and their ability to meet the covenants under the Loan and Security Agreement.

36. On May 7, 2024, GFI Ltd. issued a press release announcing the wind-down of the Debtors' business operations. The press release cited significant challenges in purchasing adequate raw material inputs due to recent macro-economic events, which were expected to result in material declines in sales and gross profit. Management determined that these

challenges made it near impossible for the Debtors to continue operating and servicing their debts.

37. The May 7 GFI press release, a copy of which is attached as **Exhibit “S”**, confirmed that the Debtors were in default under the Loan and Security Agreement. Following the announcement, the Debtors began shipping all remaining grain product from their facilities in Saskatchewan.

B. Demands, Notices, and Waivers

38. As of May 7, 2024, the Debtors were indebted to the Applicant in the principal amount of \$6,844,973.08, exclusive of accrued and accruing interest, legal expenses and other costs, charges and fees.

39. On May 7, 2024, following the issuance of the May 7 GFI press release, both FCC and the Applicant issued demand letters to their Borrowers and Guarantors for immediate payment of all outstanding obligations. These letters were accompanied by Notices of Intention to Enforce Security under section 244(1) of the *BIA Act*. Attached as **Exhibits “T”** and **“U”** are copies of the demand letters and BIA Notices issued by the Applicant.

C. Subsequent Events

40. Apparently, the Canadian Grain Commission (“**CGC**”) conducted a hearing in respect of the grain licenses it had issued to the GFI Group and, on May 16, 2024, revoked all of the GFI Group’s grain licenses, which would adversely affect the ability of the GFI Group to store and ship grain products. A copy of a news release confirming this event is attached as **Exhibit “V”**.

41. I am advised by the Debtors that, as of May 16, 2024, substantially all of the grain products in their inventory had been removed from their Saskatchewan facilities and had been shipped to customers. As of the time of swearing this affidavit, it is unclear what inventory may remain in those facilities and whether the revocation of the grain licenses by the CGC will negatively impact the ability of the Receiver to obtain value therefor.

V. PPSA SEARCH RESULTS

42. The summary of *PPSA* searches which is attached as Exhibit “O” confirms that the Applicant and FCC have each registered security interests in their respective priority collateral in all applicable provinces. The *PPSA* summary further reveals the following additional registrations:

- (a) A registration in favour of De Lage Landen Financial Services Canada Inc. (“**De Lage**”) in Saskatchewan, which appears to be in respect of a specific serial numbered good;
 - (b) A registration in favour of Meridian Onecap Credit Corp. (“**Meridian**”) in Ontario, which appears to relate to the leasing of forklifts by GFI Inc.; and
 - (c) A registration in favour of JPM in Ontario with respect to cash deposited with and maintained by JPM as security for certain obligations which remained after the refinancing.
43. No searches were conducted in Canada for North Lily as I understand that all of its assets are in the United States.

VI. REQUEST FOR RECEIVERSHIP ORDER

44. The Applicant understands that most of the inventory in Canada has been sold or is in transit. The majority of the expected remaining ABL Priority Collateral of the Debtors is likely to be accounts receivable owing to the Debtors for the purchase of inventory. However, the Debtors also have, among other things, a note receivable from the party who purchased the YoFiit business from GFI Brands, as well as a 50.1% interest in the equity of Big Sky. I also understand from the Debtors that there may be some inventory of Bentillia pasta and YoFiit products which are owned by GFI Brands and are located in Canada, in addition to certain of such inventories of GFI Brands which are located in the United States.

45. As of the close of business on May 22, 2024, the Debtors remain indebted to the Applicant in the principal amount of \$5,126,801.18, together with accrued and accruing interest, fees, legal expenses, and other costs.

46. The appointment of the Receiver over the ABL Priority Collateral of the Debtors is necessary to avoid further erosion of the Applicant's security, and to provide a framework to realize on the collateral and cooperate with the receiver which FCC is seeking to have appointed by the Court on May 30, 2024, namely FTI Canada Inc. ("**FTI**").

47. Richter has consented to act as the Receiver of the ABL Priority Collateral and is a licensed insolvency trustee within the meaning of Section 2 of the BIA. Richter has knowledge of the GFI Group, having previously been an advisor for the Debtors and for both JPM and the Applicant in the last 6 months. Richter has engaged in discussions with FTI in an attempt to ensure a coordinated approach between the secured lenders.

48. I make this Affidavit in support of the within application and for no other or improper purpose.

Affirmed remotely by James)
Simpson stated as being located in)
the City of Chicago, in the State of)
Illinois, before me at the City of)
Toronto, in the Province of)
Ontario, on May 23, 2024, in)
accordance with O. Reg, 431/20,)
Administering Oath or Declaration
Remotely.



Commissioner for Taking
Affidavits, etc.

Luke Devine



James Simpson

APPENDIX “D”

Court File No. CV-24-00720526-00CL

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

THE HONOURABLE	)	WEDNESDAY, THE 23 RD
	)	
JUSTICE STEELE	)	DAY OF APRIL, 2025

B E T W E E N:

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

DISTRIBUTION, DISCHARGE, AND FEE APPROVAL ORDER

THIS MOTION, made by FTI Consulting Canada Inc. (“**FTI**”) in its capacity as the Court-appointed receiver (the “**Receiver**”) over all assets, undertakings, and properties of Global Food and Ingredients Inc. (“**Global Foods Canada**”) and GFI Brands Inc. (“**GFI Brands**”, and together with Global Foods Canada, the “**Debtors**”, and each individually, a “**Debtor**”) that constitute “**FCC Secured Property**” (as such term is defined in the Order (Appointing Receiver), granted by the Honourable Justice Steele on May 30, 2024 (the “**FCC Receivership Order**”), in the within proceedings), was heard this day via videoconference.

ON READING the Motion Record of the Receiver, including the Fourth Report of the Receiver dated April 10, 2025 (the “**Fourth Report**”) and the affidavits of the Receiver and its

counsel as to fees (the "**Fee Affidavits**") and on hearing the submissions of counsel for the Receiver and those parties listed on the counsel slip, no one else appearing although duly served as appears from the Affidavit of Service of Meena Alnajar sworn April 11, 2025:

SERVICE AND INTERPRETATION

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

2. **THIS COURT ORDERS** that capitalized terms used but not defined herein have the meanings ascribed to them in the Fourth Report.

APPROVAL OF FEES, RECEIPTS AND DISBURSEMENTS AND ACTIVITIES

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

4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver for the period from May 30, 2024 to March 31, 2025 and its counsel for the period from May 30, 2024 to April 9, 2025 as set out in the Fourth Report and the Fee Affidavits including the estimated fees and disbursements of the Receiver and its counsel to be incurred to complete the administration of this receivership proceeding detailed in the Fourth Report, be and are hereby approved.

5. **THIS COURT ORDERS** that the Receiver's statement of receipts and disbursements for the period from May 30, 2024 to April 10, 2025 as set out in the Fourth Report, be and is hereby approved.

LIFTING SEALING ORDER

6. **THIS COURT ORDERS** that the sealing order set out at paragraph 5 of the Ancillary Relief Order of Justice Steele dated February 4, 2025, be and hereby is terminated, and as a result, Confidential Schedule "1" to the Third Report of the Receiver dated January 27, 2025 (the

“**Confidential Schedule**”) be unsealed, shall form part of the public record and is no longer to be treated as confidential.

APPROVAL OF DISTRIBUTION

7. **THIS COURT ORDERS** that, after payment of the fees and disbursements herein approved, the Shared Receivership Costs, any administrative costs to be incurred by the Receiver until its discharge, including payment of the Receiver’s borrowings under the Receiver’s Borrowing Charge, the Receiver is hereby authorized and directed to make a distribution to Farm Credit Canada up to the total amount of the Indebtedness (plus accrued interest, if any), subject to any necessary or desirable reserves maintained as may be determined by the Receiver until its discharge.

8. **THIS COURT ORDERS** that the Receiver, its counsel and other agents are hereby authorized to take all necessary or appropriate steps and actions to effect the payments and distributions described in this Order, and shall not incur any liability as a result of making such payments and distributions.

9. **THIS COURT ORDERS** that any distributions made pursuant to paragraph 7 herein (the “**Distributions**”) shall not constitute a “distribution” for the purposes of section 107 of the *Corporations Tax Act* (Ontario), section 22 of the *Retail Sales Tax Act* (Ontario), section 117 of the *Taxation Act*, 2007 (Ontario), section 159 of the *Income Tax Act*, section 270 of the *Excise Tax Act* (Canada), section 86 of the *Employment Insurance Act* (Canada), or any other similar applicable federal, provincial or territorial tax legislation (collectively, the “**Tax Statutes**”). The Receiver, in making the Distributions, is merely a disbursing agent and is not exercising any discretion in making the Distributions, and no person is “distributing” such funds for the purpose of the Tax Statutes, and the Receiver shall not incur any liability under the Tax Statutes in respect of the Distributions and the Receiver is hereby forever released, remised and discharged from any claims against it under or pursuant to the Tax Statutes or otherwise at law, arising in respect or as a result of the Distributions made by it in accordance with this Order and any claims of this nature are hereby forever barred.

DISCHARGE AND RELEASE

10. **THIS COURT ORDERS** that upon payment of the amounts set out in paragraph 7 hereof and upon the Receiver filing of a certificate in the form attached hereto as **Schedule “A”** (the “**Discharge Certificate**”), certifying that it has completed the administration of the receivership estate including the Remaining Activities, FTI shall be discharged as Receiver of the undertaking, property and assets that constitute FCC Secured Property, provided however that notwithstanding its discharge herein (a) FTI shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) FTI shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Receiver.

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

GENERAL

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and

that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

14. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.

SCHEDULE "A"
DISCHARGE CERTIFICATE

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

FARM CREDIT CANADA

Applicant

- and -

GLOBAL FOOD AND INGREDIENTS INC. and GFI BRANDS INC.

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND
SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C-43, AS AMENDED**

DISCHARGE CERTIFICATE

RECITALS

(A) Pursuant to an Order dated May 30, 2024 (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), FTI Consulting Canada Inc. ("**FTI**") was appointed as receiver (in such capacity, the "**Receiver**") without security of the FCC Secured Property (as defined in the Receivership Order);

(B) Pursuant to an Order of the Court dated April 23, 2025 (the "**Distribution, Discharge, and Fee Approval Order**"), FTI was discharged as the Receiver of the FCC Secured Property to be effective upon the filing by the Receiver with the Court of the Discharge Certificate certifying that it had completed the administration of the receivership estate including the Remaining Activities, provided however that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the

administration of the Receivership; and (b) the Receiver will continue to have the benefit of the provisions of all Orders made in these proceedings including all approvals, protections, and stays of proceedings in favour of FTI in its capacity as the Receiver.

THE RECEIVER CERTIFIES the following:

1. FTI Consulting Inc., in its capacity as Receiver of the FCC Secured Property, hereby certifies that it has completed the administration of the receivership estate, including completion of the Remaining Activities.

2. This Certificate was filed by the Receiver with the Court on the _____ day of _____, 2025.

**FTI CONSULTING CANADA INC.,
SOLELY IN ITS CAPACITY AS COURT-
APPOINTED RECEIVER IN THE ABOVE-
MENTIONED PROCEEDINGS, AND NOT IN ITS
PERSONAL OR CORPORATE CAPACITY**

Per: _____

Name:

Title:

FARM CREDIT CANADA

Applicant

and

**GLOBAL FOOD AND INGREDIENTS
INC. and GFI BRANDS INC.**

Respondents

Court File No.: CV-24-00720526-00CL

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ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

**DISTRIBUTION, DISCHARGE, FEE
APPROVAL ORDER**

McCarthy Tétrault LLP

Suite 5300

Toronto Dominion Bank Tower

Toronto ON M5K 1E6

Fax: (416) 868-0673

Heather Meredith LS#: 48354R

Tel: (416) 601-8342

Email: hmeredith@mccarthy.ca

Sanee Tanvir LS#: 77838T

Tel: (416) 601-8181

Email: stanvir@mccarthy.ca

Lawyers for the Receiver

APPENDIX “E”

Court File No. CV-24-00720816-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

SIENA LENDING GROUP CANADA LLC

Applicant

- and -

**GLOBAL FOOD AND INGREDIENTS INC., GLOBAL FOOD AND INGREDIENTS
LTD. and GFI BRANDS INC.**

Respondents

**Fee Affidavit of Karen Kimel
(Sworn March 12, 2026)**

I, **Karen Kimel**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY** as follows:

1. I am a Chartered Professional Accountant with Richter Inc. (“**Richter**”) in its capacity as the Court-appointed receiver (in such capacity as the “**Receiver**”), without security, of those assets that constitute the ABL Priority Collateral as defined in the Order of the Honourable Madam Justice Steele, dated May 30th, 2024 of Global Food and Ingredients Ltd. (“**GFI Ltd.**”), Global Food and Ingredients Inc. (“**GFI Inc.**”), and GIF Brands Inc. (“**GFI Brands**”) (collectively the “**Debtors**”), and as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and where so stated I verily believe it to be true.
2. The Receiver has provided services and incurred disbursements in relation to these proceedings for the period from May 30, 2024 to February 27, 2026 (the “**Period**”), as

detailed in the accounts rendered by Richter, which are attached hereto and marked as **Exhibit “A” (“Receiver’s Accounts”)**.

3. As set out in the Receiver’s Accounts, Richter spent a total aggregate time of approximately 889 hours at a blended hourly rate of \$465.72 during the Period in performing services relating to these proceeding. As such, Richter has incurred a total of \$414,082.20 in fees plus disbursements of \$21,460.06 and HST of \$56,620.48 during the Period.
4. Based on my review of the Receiver’s Accounts and my personal knowledge of this matter, the Receiver’s Accounts represent a fair and accurate description of the services provided and the amounts charged by the Richter.
5. I verily believe that the hourly billing rates, outlined in detail in the Receiver’s Accounts, is consistent with the rate typically charged at Richter, and in the range of rates charged by Court-appointed receivers for services rendered in relation to engagements similar to the Receiver’s engagement with respect to these proceedings.
6. I swear this Affidavit in support of a motion for, among other things, approval of Receiver’s fees and disbursements, and for no improper purpose.

SWORN REMOTELY BEFORE ME BY)
Karen Kimel, in the City of Toronto, both)
residing in the Province of Ontario, on March)
12, 2026, in accordance with Ontario)
Regulation 431/20.)
)
)
)
)
)



A Commissioner for taking affidavits
ALEXANDRA TEODORESCU



KAREN KIMEL

This is Exhibit “A” referred to in the Affidavit of Karen Kimel sworn by Karen Kimel at the City of Toronto, both residing in the Province of Ontario, before me, this 12th day of March 2026, in accordance with *O.Reg. 431/20, Administering Oath or Declaration Remotely*.

A handwritten signature in blue ink, appearing to read 'Alexandra Teodorescu', is centered on the page.

Commissioner for taking affidavits (or as may be)

Alexandra Teodorescu (LSO ##63889D)

Receivers Accounts

Exhibit "A"

For the Period May 30, 2024 to March 10, 2026

Invoice No.	Inv. Date	Fees	Expenses	HST	Invoice Total
20410105	20/06/24	69,416.00	975.65	9,150.91	79,542.56
20410130	04/07/24	46,297.75	129.50	6,035.54	52,462.79
20410180	17/07/24	40,543.00	67.80	5,279.40	45,890.20
20410238	01/08/24	47,307.25	1,505.96	6,345.72	55,158.93
20410346	29/08/24	32,828.75	80.42	4,278.19	37,187.36
20410383	10/09/24	13,243.00	-	1,721.59	14,964.59
20410460	26/09/24	14,166.50	50.85	1,848.26	16,065.61
20410529	09/10/24	9,506.75	840.52	1,345.15	11,692.42
20410611	01/11/24	9,495.75	3,760.90	1,723.36	14,980.01
20410772	09/12/24	21,136.00	-	2,747.68	23,883.68
20410883	08/01/25	10,537.00	74.29	1,379.47	11,990.76
20411132	06/03/25	24,521.25	1,749.07	3,415.14	29,685.46
20411288	08/04/25	9,677.75	3,762.72	1,747.26	15,187.73
20411488	15/05/25	10,885.25	-	1,415.08	12,300.33
20412029	16/09/25	28,804.85	7,396.34	4,706.15	40,907.34
20412317	20/11/25	7,899.70	1,035.53	1,161.58	10,096.81
20412746	19/01/26	4,901.65	10.25	638.55	5,550.45
20412739	10/03/26	12,914.00	20.26	1,681.45	14,615.71
Total		414,082.20	21,460.06	56,620.48	492,162.74

Richter Inc.
Receiver for Global Food and Ingredients Inc.

Exhibit A

Statement of Accounts

Staff Member	Number of Hours	Total fees
Adam Sherman	1.70	\$ 1,309.00
Adrianna Bonavota	18.75	\$ 4,687.50
Carol O'Donnell	92.30	\$ 34,623.00
Ella Olsha	2.25	\$ 903.75
Joe Triolo	0.50	\$ 1,140.00
Jon Micjael Lequay	2.00	\$ 550.00
Karen Kimel	218.80	\$ 182,064.00
Lev Levental	0.50	\$ 225.00
Manpret Kaur Bains	0.70	\$ 129.50
Matthew Fantauzzi	2.50	\$ 2,595.50
Megha Sharma	70.00	\$ 32,900.00
Pascale Lareau	41.20	\$ 15,010.50
Rachel McKellar	5.50	\$ 907.50
Richard You	1.25	\$ 968.75
Ryan Di Stefano	4.90	\$ 1,297.50
Samriti Sally	14.83	\$ 2,817.70
Shuyan Gu	26.80	\$ 11,919.75
Shane Connolly	256.75	\$ 98,848.75
Steven Grano	90.50	\$ 10,860.00
Vicky Coupal	7.30	\$ 1,135.50
Vicky Perahoritis	3.35	\$ 1,139.00
William Becke	26.75	\$ 8,050.00
Total	889.13	\$ 414,082.20
Total Fees Charged		\$ 414,082.20
Blended Average Rate	\$ 465.72	

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 06/20/2024
Invoice No.: 20410105
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended June 14, 2024 \$ 69,416.00
Disbursements 975.65

Sub-Total		70,391.65
GST/HST #885435842 RT0001		9,150.91
Total Due	CAD	\$ 79,542.56

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410105
Date: 06/20/2024

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	24.60	\$ 335.00	\$ 8,241.00
Karen Kimel	29.00	770.00	22,330.00
Megha Sharma	12.70	470.00	5,969.00
Pascale Lareau	6.80	335.00	2,278.00
Shane Connolly	69.25	385.00	26,661.25
Steven Grano	28.25	120.00	3,390.00
Vicky Coupal	4.05	135.00	546.75
	174.65		\$ 69,416.00
Disbursements			
Photocopies			\$ 345.45
Postage/Courier			630.20
			\$ 975.65

Invoice No.: 20410105
 Date: 06/20/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
05/30/2024	Karen Kimel Court attendance. Call with Siena re NL purchase proposal and other matters. Calls with D. Ullmann. Call with R. Brown. Calls with S. Connolly. Call with J. Rosenberg re inventory, vacation pay etc. Email CGC.	2.00	\$ 770.00	\$ 1,540.00
05/30/2024	Shane Connolly Attend court hearing re appointment. Update employee termination and term and task letters and calls/emails with Company/Blaneys/Richter team re same. Calls/emails with Richter team/Company re status of server back-up/prepaid schedule/creditor listing.	6.50	385.00	2,502.50
05/30/2024	Megha Sharma Prepare update on A/R for Siena and email correspondence re same. Email correspondence with Siena, GFI and NL team re several matters.	1.50	470.00	705.00
05/30/2024	Steven Grano Drafting termination letters.	1.00	120.00	120.00
05/31/2024	Carol O'Donnell Prepare website and file documents with OSB. Discussions and emails with S. Connolly. Prepare mailing to employees and forward by email. File emails. Open new bank accounts.	4.20	335.00	1,407.00
05/31/2024	Vicky Coupal Finalize, prepare files and send termination letters to employees, subsequent filing.	1.25	135.00	168.75
05/31/2024	Karen Kimel Call with CGC re inventory, process etc. Call with landlord. Call with D. Ullmann. Call with J. Latham. Various calls with S. Connolly. Review/execute termination letters. Various email correspondence.	2.00	770.00	1,540.00
05/31/2024	Shane Connolly Attend onsite at Company's office to secure books & records/computers and discussions with Richter team/Company re same. Update, finalize and issue employee termination/term & task letters and calls/emails with Richter team/Blaneys re same and re leases.	9.50	385.00	3,657.50
05/31/2024	Steven Grano Termination letters mail merge, Transporting files from GFI.	4.50	120.00	540.00
06/01/2024	Karen Kimel	0.75	770.00	577.50

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
06/02/2024	Email to Blaney re borrowing and cash flow. Email correspondence with S. Connolly re Saskatchewan inventory, review and execute contract letters. Karen Kimel	1.50	770.00	1,155.00
06/03/2024	Email to CGC re disposition plan and discussion with D. Hanna re same. Carol O'Donnell	3.60	335.00	1,206.00
06/03/2024	Prepare file in Ascend, open bank account. Verify French website and make changes. Redirection of mail. Communications with S. Connolly.	1.00	135.00	135.00
06/03/2024	Vicky Coupal Preparing and post French version on website; Prepare mailing of termination letters via Canada Post.	2.00	770.00	1,540.00
06/03/2024	Karen Kimel Call with J. Latham. Discuss CGC audit request. Various email correspondence with Richter teams. Correspondence with landlord. Preparation of receiver certificate and email re same. Emails/calls with creditors. Review update on activities.	6.50	385.00	2,502.50
06/03/2024	Shane Connolly Calls/emails with Company/retained individuals re contracts/payment terms. Calls/emails with Company/Richter team re creditor listing/review same. Review/update WEPP schedule/emails with Company re same. Calls/emails with Richter/BMO re bank accounts.	1.00	470.00	470.00
06/03/2024	Megha Sharma Update the cash flow with bank transactions for the week ended May 31. Email correspondence re same.	1.50	120.00	180.00
06/04/2024	Steven Grano Updated inventory counts for Saskatchewan locations, A/R updating.	2.30	335.00	770.50
06/04/2024	Carol O'Donnell Prepare wire transfer and update. Transfer funds to cover wire transfer, update. Prepare deposit and update. Misc. administration.	1.50	770.00	1,155.00
06/04/2024	Karen Kimel Call with CGC. Call with Siena re S. Kumar. Calls with J. Simpson. Creditor calls/emails. Various email correspondence with company.	5.75	385.00	2,213.75

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
	Communications with Richter team/BMO/JP Morgan re bank accounts. Calls/emails with creditors/former employees re amounts owing. Communications with Company/FTI re inventory/creditor listing. Calls/emails with Company/Richter team/individuals re contracts.			
06/04/2024	Megha Sharma Update the liquidation analysis with the latest borrowing base report. Email correspondence re same.	0.80	470.00	376.00
06/04/2024	Steven Grano Mail run, printing and scanning, A/R updating.	1.50	120.00	180.00
06/05/2024	Carol O'Donnell Obtain new bank account and open in Ascend. Verify bank account for incoming wires, Update deposits. Email to S. Connolly & K. Kimel.	1.50	335.00	502.50
06/05/2024	Karen Kimel Weekly A/R update call with Richter team and retained staff. Call with C. O'Donnell. Correspondence re CGC audit request. Correspondence with creditors, Richter team etc. Update on commissions / fees, inventory etc.	2.50	770.00	1,925.00
06/05/2024	Shane Connolly Calls/emails with creditors/former employees re status of receivership/amounts owing. Communications with Company/Richter team re creditor listing/cheques received/payment details for retained individuals/benefits provider	3.25	385.00	1,251.25
06/05/2024	Megha Sharma Call with GFI and NL team re status update on A/R. Update the A/R analysis including brokerage amounts. Email correspondence re same.	3.10	470.00	1,457.00
06/05/2024	Steven Grano Update creditor list, meeting regarding A/R, mail run printing and scanning.	1.75	120.00	210.00
06/06/2024	Carol O'Donnell Prepare wire transfers, update. Transfer funds to general trust and update. Prepare creditors list for mailing. Misc. administration.	1.90	335.00	636.50
06/06/2024	Karen Kimel Call with CGC re disposition plan and audit. Call with D. Hanna. Various email correspondence and calls. Review creditor list. Emails to Blaney re Big Sky.	2.50	770.00	1,925.00
06/06/2024	Shane Connolly	6.50	385.00	2,502.50

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
	Calls/emails with Richter team/Company re creditor listing/amounts owing. Communications with creditors re receivership proceedings. Prepare notices to creditors/communications with Company re same. Call/emails with Company re employee matters.			
06/06/2024	Steven Grano Mail run, scanning and uploading, creditor and leases list update.	1.75	120.00	210.00
06/07/2024	Pascale Lareau Wire transfer, working on creditors list.	2.90	335.00	971.50
06/07/2024	Karen Kimel Call with D. Ullmann re various matters including Big Sky, CGC disposition plan etc. Various email correspondence. Draft template A/R letter and call with S. Grano re same. Call with D. Hanna re Saskatchewan inventory. Correspondence with CGC.	2.00	770.00	1,540.00
06/07/2024	Shane Connolly Calls/emails with Company/Richter team re notices to creditors and review/update same. Communications with Company re creditor list/amounts owing to creditors/outstanding financial information.	4.25	385.00	1,636.25
06/07/2024	Steven Grano A/R collections letter, notice of receiver updating and Excel.	2.00	120.00	240.00
06/10/2024	Pascale Lareau Working on mailing.	3.90	335.00	1,306.50
06/10/2024	Carol O'Donnell File documents with OSB. Post documents to the website. Prepare mailing list and list of supplementary creditors. Prepare mailing. Prepare emails to supplementary creditors. Discussions with S. Connolly. Misc. administration.	6.30	335.00	2,110.50
06/10/2024	Vicky Coupal Verify Notice and Statement of the Receiver and Form and Form 01.1, format, prepare and do the Supplementary mailing by email.	1.80	135.00	243.00
06/10/2024	Karen Kimel Call with J. Latham. Call with S. Grano re collections; Calls with Siena re North Lily. Call with J. Rueda. Call with D. Ullmann. Emails to creditors. Review notices of receiver for mailing. Various email correspondence. Correspondence re AmBean.	3.00	770.00	2,310.00
06/10/2024	Shane Connolly	5.75	385.00	2,213.75

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
	Update, finalize Notice to creditors/mailling list, calls/emails Richter team/Company. Communications with Company re Bentillia trademarks, sale/renewal, employee timesheets, prepare template. Emails with BMO re transfer of funds/bank accounts.			
06/10/2024	Megha Sharma Update the cash flow with Receiver's accounts and bank transactions. Emails with GFI team and K. Kimel re same.	1.50	470.00	705.00
06/10/2024	Steven Grano Mail run and scanning, updating A/R collections letter, update A/R and liquidation analysis.	3.75	120.00	450.00
06/11/2024	Carol O'Donnell Verify wires sent to Agromet Index. Verify emails for emails returned.	0.50	335.00	167.50
06/11/2024	Karen Kimel Call with D. Hanna and Parker Poe re AmBean. Call with A. Sherman re Ambean. Call with J. Rueda. Call with Siena. Call with D. Hanna re HST. Call with J Latham re David D. Call with J. Simpson.	2.00	770.00	1,540.00
06/11/2024	Shane Connolly Communications with creditors re amounts outstanding/status of receivership and emails with Company re same. Communications with Company re ROEs/employee timsheets.	4.25	385.00	1,636.25
06/11/2024	Megha Sharma Update the liquidation analysis. Emails with GFI team and K Kimel re several matters.	2.10	470.00	987.00
06/11/2024	Steven Grano Mail run and scanning.	0.50	120.00	60.00
06/12/2024	Carol O'Donnell Add creditor to list of creditors.	0.10	335.00	33.50
06/12/2024	Karen Kimel Call with J. Simpson. Team call re A/R. Call with S. Connolly re agreement and creditor. Various email correspondence.	2.00	770.00	1,540.00
06/12/2024	Shane Connolly Draft Bill of Sale and communications with Company/Richter team/Blaneys re same. Review bi-weekly employee timesheets and discussions with Company re same. Communications with creditors re amounts standing and payment status.	5.00	385.00	1,925.00
06/12/2024	Megha Sharma Call with the GFI team re A/R update. Update the liquidation analysis. Emails with GFI team re AR matters.	2.30	470.00	1,081.00

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
06/12/2024	Steven Grano Meeting with GFI team regarding A/R, mail run and scanning, A/R update meeting with Siena, payment requisition and timesheets, preparation of record of employment.	5.50	120.00	660.00
06/13/2024	Carol O'Donnell Verify bank for incoming funds, update deposit. Prepare wire transfers and templates.	2.90	335.00	971.50
06/13/2024	Karen Kimel Review and email of updated liquidation report. Discuss benefits with S. Connolly. Review of AAA document request. Call with creditor. Call re agency agreement. Preparation of AGT Collection letter.	2.25	770.00	1,732.50
06/13/2024	Shane Connolly Calls/emails with D. Ullmann/Company/Richter team re bill of sale and update/finalize same. Communications with Company/Richter team re ROEs and review same. Calls/emails with creditors re amounts owed by Company.	6.50	385.00	2,502.50
06/13/2024	Megha Sharma Emails with GFI team re brokerage payment.	0.40	470.00	188.00
06/13/2024	Steven Grano A/R collections letter.	0.50	120.00	60.00
06/14/2024	Carol O'Donnell Finalize mail affidavit and file with OSB. Verify bank for incoming funds, update. Misc. administration.	1.30	335.00	435.50
06/14/2024	Karen Kimel Review and execute Parker Poe engagement letter. Call with A. Teodorescu. Review YoFiit APA, security and email to M. Amazan re same. Various email correspondence. Email re AmBean and call with A. Sherman re same.	3.00	770.00	2,310.00
06/14/2024	Shane Connolly Prepare/issue termination letter. Issue ROEs/discussions with Richter team/Company re same. Update employee schedule. Calls/emails with Richter team/Company re benefits and review schedule. Calls/emails with creditors/interested parties re sale of assets	5.50	385.00	2,117.50
06/14/2024	Steven Grano A/R collections letter, prepared ROE for all employees with passwords, summarized GFI benefit contracts for April to June, sending out all ROEs to employees.	4.00	120.00	480.00
Fees Total		174.65		\$ 69,416.00

Invoice No.: 20410105
 Date: 06/20/2024

Date	Name and Description	Hours	Rate	Amount
06/11/2024	Photocopies 06/11/2024: Total 2,772 pages @ \$0.10; Black/White; Notice and statement of Receiver			\$ 277.20
06/11/2024	Photocopies 06/11/2024: Total 161 pages @ \$0.25; Black/White; Notice and statement of Receiver - GFI Brands Inc.			40.25
06/11/2024	Photocopies 06/11/2024: Total 112 pages @ \$0.25; Black/White; Notice and statement of Receiver - Global Food and Ingredients Ltd.			28.00
06/03/2024	Postage/Courier 06/03/2024: Postage: Termination Letter			40.10
06/10/2024	Postage/Courier 06/10/2024: Postage: Notice and statement of Receiver			502.74
06/10/2024	Postage/Courier 06/10/2024: Postage: Notice and statement of Receiver - GFI Brands Inc.			52.75
06/10/2024	Postage/Courier 06/10/2024: Postage: Notice and statement of Receiver - Global Food and Ingredients Ltd.			34.61
Disbursements Total				\$ 975.65

Invoice No.: 20410105
Date: 06/20/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 70,391.65
GST/HST #885435842 RT0001	9,150.91
Total Due	CAD \$ 79,542.56

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 07/04/2024
Invoice No.: 20410130
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended June 28, 2024 \$ 46,297.75

Disbursements 129.50

Sub-Total		46,427.25
GST/HST #885435842 RT0001		6,035.54
Total Due	CAD	\$ 52,462.79

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410130
Date: 07/04/2024

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	6.20	\$ 335.00	\$ 2,077.00
Karen Kimel	23.00	770.00	17,710.00
Megha Sharma	7.70	470.00	3,619.00
Pascale Lareau	6.80	335.00	2,278.00
Shane Connolly	48.00	385.00	18,480.00
Steven Grano	17.50	120.00	2,100.00
Vicky Coupal	0.25	135.00	33.75
	109.45		\$ 46,297.75
Disbursements			
Photocopies			\$ 25.00
Postage/Courier			104.50
			\$ 129.50

Invoice No.: 20410130
 Date: 07/04/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
06/17/2024	Carol O'Donnell Verify bank account, email regarding incoming transfers, update deposit. Prepare wire transfers. Misc. administration.	2.60	\$ 335.00	\$ 871.00
06/17/2024	Karen Kimel Call with J. Latham. Call with B. Murray. Call with D. Di Pasquale re LSM. Call with Siena, Parker Poe, Goodmans re AmBean. Call with Siena and C Manion re North Lily. Letter to Dack Trading. Call with D. Ullmann. Various email correspondence.	3.75	770.00	2,887.50
06/17/2024	Shane Connolly Discussions with Richter team/Company re transfer of funds/collection of AR. Calls/emails with former employees re ROEs/WEPP. Calls/emails with creditors. Calls/emails with Richter team/Company re sale of inventory and review/update Bill of Sale re same.	5.50	385.00	2,117.50
06/17/2024	Megha Sharma Update the GFI cash flow for last week's bank transactions. Several emails with GFI and Richter team re AR matters.	1.50	470.00	705.00
06/17/2024	Steven Grano Cash flow analysis update, mail run and scanning, depositing cheques at BMO and A/R updating.	3.50	120.00	420.00
06/18/2024	Carol O'Donnell Prepare wire transfers and update. Misc. administration.	0.90	335.00	301.50
06/18/2024	Karen Kimel Email correspondence and calls to and from creditors. Various correspondence with B Murray, D Di Pasquale etc. Correspondence re tax filings. Revisions to NL consulting agreement and email re same. Calls re potential purchasers of inventory.	1.50	770.00	1,155.00
06/18/2024	Shane Connolly Calls/emails with IT consultant/Company re back-up of servers/engagement re same. Arrange for payment of required IT services/discussions with Richter team/Company re same. Finalize sale of inventory and calls/emails with Richter team/Company/FTI re same.	4.25	385.00	1,636.25
06/18/2024	Megha Sharma Update the liquidation analysis. Emails with GFI and Richter team re same.	1.10	470.00	517.00
06/18/2024	Steven Grano	1.50	120.00	180.00

Invoice No.: 20410130
 Date: 07/04/2024

Date	Name and Description	Hours	Rate	Amount
	Mail run and scanning and Cedrax/A/R collections letter			
06/19/2024	Carol O'Donnell Prepare wire transfer and update. Verify bank for incoming CDN and US funds update deposit. Misc. administration.	1.50	335.00	502.50
06/19/2024	Karen Kimel A/R Weekly Meeting. Call with D Ullmann re NL engagement, inventory sale, YoFiit and LSM. Calls with B Murray. Various email correspondence. Emails/calls re inventory.	2.25	770.00	1,732.50
06/19/2024	Shane Connolly Calls/emails with Richter/Blaneys/MNP/Company re tax filing/case law re same. Communications with Company/IT Consultant re IT back-up. Calls/emails with creditors re amounts owing. Update letter to benefits provider and calls/emails with Blaneys re same.	6.75	385.00	2,598.75
06/19/2024	Megha Sharma Call with GFI team re AR updates. Update the liquidation and AR analysis.	1.60	470.00	752.00
06/19/2024	Steven Grano Met with GFI team regarding A/R, mail run and scanning, created update document for Siena	2.25	120.00	270.00
06/20/2024	Pascale Lareau Register employees to Service Canada	0.80	335.00	268.00
06/20/2024	Carol O'Donnell Verify WEPP schedule. Prepare wire transfers and update. Misc. administration.	1.20	335.00	402.00
06/20/2024	Karen Kimel Review and email of liquidation analysis. Email re Granos; Email correspondence with creditors. Correspondence re inventory.	1.25	770.00	962.50
06/20/2024	Shane Connolly Calls/emails with former employees re ROEs/WEPP. Update/finalize WEPP schedule/WEPP notice and calls/emails with Richter team/Company re same. Calls/emails with creditors re amounts outstanding. Calls/emails with FTI re various receivership matters.	5.25	385.00	2,021.25
06/20/2024	Steven Grano Mail run and tax summary	0.75	120.00	90.00
06/21/2024	Pascale Lareau Register employees on the Service Canada Website	2.50	335.00	837.50
06/21/2024	Vicky Coupal Produce labels for WEPP mailing	0.25	135.00	33.75

Invoice No.: 20410130
 Date: 07/04/2024

Date	Name and Description	Hours	Rate	Amount
06/21/2024	Karen Kimel Call with Parker Poe and D Hanna re discovery requests. Call with IA Group re collection matters. Call with S Grano on inventory and collection forecast. Correspondence with creditors.	2.00	770.00	1,540.00
06/21/2024	Shane Connolly Communications with Richter team re WEPP schedule and finalize WEPP notice. Communications with Company re T4s/payroll. Calls/emails with former employees re WEPP. Call/emails with creditors re receivership proceedings/amounts outstanding/priority claims.	5.50	385.00	2,117.50
06/21/2024	Steven Grano Created A/R collections estimates	0.50	120.00	60.00
06/24/2024	Karen Kimel Call with LSM. Call with D Ullmann re LSM and YoFiit. Call with J Simpson. Review NL agreement. Call with S Connolly on GFI Matters. Call with D Hanna and S Grano re Saskatchewan inventory and email to Siena and CGC re same. Call re Sask Inventory.	2.00	770.00	1,540.00
06/24/2024	Shane Connolly Communications with Company/Richter team re T4s/bi-weekly payroll and review of same. Calls/emails with Company/Richter team/creditors/former employees re status of receivership proceedings/WEPP/amounts owing. Review prior year tax returns.	4.50	385.00	1,732.50
06/24/2024	Megha Sharma Emails with Siena and Richter team.	0.10	470.00	47.00
06/24/2024	Steven Grano Created tax summary, inventory count with bids, and A/R collections estimates, cash flow and bank statements, T4 processing	3.50	120.00	420.00
06/25/2024	Pascale Lareau Mailing Notice of Weppa to employees, prepare wire transfer to employees	2.10	335.00	703.50
06/25/2024	Karen Kimel Email correspondence with H Singh and J Rueda. Call with M Amazan re VTB and inventory. Call with B Murray re staffing. Call with J Simpson and S Sanicola re staffing and distributions. Call with T Eubanks. Various email correspondence	2.00	770.00	1,540.00
06/25/2024	Shane Connolly	6.25	385.00	2,406.25

Invoice No.: 20410130
 Date: 07/04/2024

Date	Name and Description	Hours	Rate	Amount
	Review historical tax returns/engagement letters and prepare summary memo re same. Calls/emails with creditors re amounts outstanding/ongoing legal proceedings. Prepare termination and hourly task letters for retained employees. Calls re server back-up.			
06/25/2024	Megha Sharma Review the bank transactions and update the liquidation analysis. Calls with GFI team re A/R.	1.00	470.00	470.00
06/25/2024	Steven Grano Updated A/R analysis for the week, and worked on collections letter	2.50	120.00	300.00
06/26/2024	Pascale Lareau Wire transfer to employees	0.70	335.00	234.50
06/26/2024	Karen Kimel Call with M Sharma re A/R update, revisions and email to Siena. Call with B Murray. Staffing calls with Valentine and Soumya. Creditor calls and correspondence. Correspondence with Siena. Correspondence re AmBean and other matters. Call with D Hanna.	2.50	770.00	1,925.00
06/26/2024	Shane Connolly Calls/emails with former employees/creditors re amounts outstanding/status of receivership proceedings. Communications with Richter team re organize IT server back-up. Calls/emails with Company/Richter team re CRA matters/sale of inventory/other matters.	3.50	385.00	1,347.50
06/26/2024	Megha Sharma Call with GFI team re AR updates. Update the liquidation analysis. Update the letter for North Lily collections. Calls and emails with K Kimel re same.	2.40	470.00	1,128.00
06/26/2024	Steven Grano A/R collections letters, A/R meeting, getting quotes for data backup	1.25	120.00	150.00
06/27/2024	Pascale Lareau Call the bank for deposit received, saved wire transfer for the employees	0.70	335.00	234.50
06/27/2024	Karen Kimel Various email correspondence with Richter team and retained employees. CRA letter. Review re Captive. Review AR insurance bill. Update call with Siena and D Hanna. Big Sky inventory sale. Calls with Sambrosco. Transition re S Sanyal.	3.00	770.00	2,310.00
06/27/2024	Shane Connolly	3.50	385.00	1,347.50

Invoice No.: 20410130
 Date: 07/04/2024

Date	Name and Description	Hours	Rate	Amount
	Calls/emails with BMO/Company/Richter team re transfer of funds/bank accounts. Calls/emails with Richter team/former employees re T4s/ROEs/WEPP. Calls/emails with Richter team/IT consultants re server back-up.			
06/27/2024	Shane Connolly Calls/emails with BMO/Company/Richter team re transfer of funds/bank accounts. Calls/emails with Richter team/former employees re T4s/ROEs/WEPP. Calls/emails with Richter team/IT consultants re server back-up.	0.75	385.00	288.75
06/27/2024	Steven Grano A/R Letters Schedule and sending out T4s	1.75	120.00	210.00
06/28/2024	Karen Kimel Call with D Hanna re Ehsan and other staff; collections etc. Call with S Grano re A/R letters. Call with Intact. Email correspondence with Siena. Call from J Rueda. Call with Siena re distribution. Analysis of inventory. Transition of S Sanyal.	2.75	770.00	2,117.50
06/28/2024	Shane Connolly Communications with creditors re amounts outstanding/receivership proceedings. Communications with Company/Richter team re T4s/WEPP/legal correspondence received.	2.25	385.00	866.25
Fees Total		109.45		\$ 46,297.75
Date	Name and Description	Hours	Rate	Amount
06/25/2024	Photocopies 06/25/2024: Total 100 pages @ \$0.25; Black/White; GFI-Notice to Former Employees Re: WEPP			\$ 25.00
06/25/2024	Postage/Courier 06/25/2024: Postage: Notice of WEPP			104.50
Disbursements Total				\$ 129.50

Invoice No.: 20410130
Date: 07/04/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 46,427.25
GST/HST #885435842 RT0001	6,035.54
Total Due	CAD \$ 52,462.79

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

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181 Bay St., #3510
Bay Wellington Tower
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416.488.2345

MONTREAL

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 07/17/2024
Invoice No.: 20410180
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc

Professional services for the period ended July 12, 2024 \$ 40,543.00

Disbursements 67.80

Sub-Total	40,610.80
GST/HST #885435842 RT0001	5,279.40
Total Due	CAD \$ 45,890.20

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410180
Date: 07/17/2024

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	3.90	\$ 335.00	\$ 1,306.50
Jon Michael Lequay	2.00	275.00	550.00
Karen Kimel	27.90	770.00	21,483.00
Manpreet Kaur Bains	0.70	185.00	129.50
Megha Sharma	6.80	470.00	3,196.00
Pascale Lareau	0.80	335.00	268.00
Shane Connolly	29.00	385.00	11,165.00
Steven Grano	15.75	120.00	1,890.00
Winnie Lin Tran	3.00	185.00	555.00
	89.85		\$ 40,543.00
Disbursements			
Telephone			\$ 67.80
			\$ 67.80

Invoice No.: 20410180
 Date: 07/17/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/01/2024	Karen Kimel Various email correspondence.	0.25	\$ 770.00	\$ 192.50
07/02/2024	Pascale Lareau Send GL CDN and US.	0.20	335.00	67.00
07/02/2024	Karen Kimel Call with D. Ullmann re various matters. Call with CGC. Call with FTI. Various email correspondence.	2.50	770.00	1,925.00
07/02/2024	Megha Sharma Review and update the cash flow and liquidation analysis for week ended June 28, 2024.	1.00	470.00	470.00
07/02/2024	Steven Grano A/R updating and cash flow updating.	2.75	120.00	330.00
07/03/2024	Pascale Lareau Wire transfer.	0.30	335.00	100.50
07/03/2024	Karen Kimel A/R review. Emails re KERP. Calls re WEPPP w/employee. Emails re CGC audit, taxes, grain sales, insurance etc. Emails with YoFiit class action lawyer. Email to Siena re A/R. Review GAFTA letters. Various collection letters. Call with Bes Bean.	4.50	770.00	3,465.00
07/03/2024	Shane Connolly Call with Company/Informanix re server back-up. Communications with creditors re receivership proceedings/amounts owing. Calls/emails with former employees re WEPP. Draft engagement letter re IT back-up/discussions with Richter team/Informanix re same.	5.50	385.00	2,117.50
07/03/2024	Megha Sharma Call with GFI team re A/R update. Update the liquidation analysis and call with K. Kimel re same. Draft the Receiver's first report.	2.30	470.00	1,081.00
07/03/2024	Steven Grano A/R collection letters and meeting.	1.50	120.00	180.00
07/04/2024	Pascale Lareau Wire transfer.	0.30	335.00	100.50
07/04/2024	Karen Kimel Call with Quali-Pack customer. Grain inventory sale contracts. Collection letters. Communications with creditors. Emails re collection and other matters incl. Rocky Pond. Calls with Sambrosco. Review hourly task letter. Email Intact re insurance	4.00	770.00	3,080.00
07/04/2024	Shane Connolly	5.00	385.00	1,925.00

Invoice No.: 20410180
 Date: 07/17/2024

Date	Name and Description	Hours	Rate	Amount
	Communications with former employees re T4s/WEPP claims. Emails with BMO/Company/Richter team re transfer of funds. Draft termination letter and calls/emails with Richter team re same. Calls/emails with creditors re amounts outstanding/proofs of claim.			
07/04/2024	Steven Grano Inventory bill of sales.	1.00	120.00	120.00
07/05/2024	Karen Kimel Call with C. Manion re taxes. Call with Gradient. Update call with S. Grano and Siena team. Various email correspondence on estate matters.	2.50	770.00	1,925.00
07/05/2024	Shane Connolly Emails with Siena's US counsel re outstanding US tax returns. Calls/emails with former employees re WEPP claims/outstanding severance pay and review legislation re same. Calls/emails with creditors re amounts owing/claims process.	3.25	385.00	1,251.25
07/05/2024	Megha Sharma Emails re translation of Al-Hayah account collection letter to Arabic.	0.20	470.00	94.00
07/05/2024	Steven Grano Inventory bill of sale, WEPP update, and meeting with Siena.	1.50	120.00	180.00
07/07/2024	Karen Kimel Various email correspondence re tax filing, A/R, sale of Saskatchewan inventory etc	0.40	770.00	308.00
07/08/2024	Carol O'Donnell Verify bank for incoming transfers, update deposit. Re-enter WEPP for Aida Hashemi. Misc. administration.	1.20	335.00	402.00
07/08/2024	Karen Kimel Calls and correspondence with Al Hayah and broker. Call with creditor. A/R collection matters including call with Food Bank. Revise bill of sale re Saskatchewan inventory. Correspondence and call with EDC re insurance claim.	3.50	770.00	2,695.00
07/08/2024	Shane Connolly Calls/emails with creditors re status of receivership proceedings/amounts outstanding. Communications with Company/IT consultants re server back-up. Calls/emails with Richter team re calculation of source deductions. Calls with former employees re WEPP.	4.25	385.00	1,636.25
07/08/2024	Jon Michael Lequay	1.00	275.00	275.00

Invoice No.: 20410180
 Date: 07/17/2024

Date	Name and Description	Hours	Rate	Amount
	Discussion with Winnie and S. Connolly re payroll summaries.			
07/08/2024	Megha Sharma Review and update the cash flow and the liquidation analysis.	1.00	470.00	470.00
07/08/2024	Winnie Lin Tran KERP calculations.	2.00	185.00	370.00
07/08/2024	Steven Grano Cash flow analysis, KERP tax analysis, preparing bill of sale for inventory.	2.00	120.00	240.00
07/09/2024	Carol O'Donnell Verify bank for incoming funds. Misc. administration.	0.50	335.00	167.50
07/09/2024	Karen Kimel Follow up emails with A/R matters. Correspondence re pasta and grain inventory sales, banking, EDC insurance. Review benefit and cloud storage letters. Revisions/updates to liquidation analysis for A/R discussions, operating costs etc.	2.25	770.00	1,732.50
07/09/2024	Shane Connolly Communications with former employees re WEPP. Finalize letter to benefits provider and communications with Richter team/Blaneys re same. Calls/emails with creditors re receivership proceedings.	2.00	385.00	770.00
07/09/2024	Megha Sharma Review and update the liquidation analysis. Update the cash flow.	1.00	470.00	470.00
07/09/2024	Steven Grano A/R liquidation analysis, Bentillia Inventory.	2.50	120.00	300.00
07/10/2024	Carol O'Donnell Verify bank for incoming funds, update deposit.	0.30	335.00	100.50
07/10/2024	Karen Kimel Follow up with A/R collections; A/R update call with retained employees to review accounts; Various emails re inventory, A/R or other matters; update call with Siena. Call with J Zeidel re shares.	2.75	770.00	2,117.50
07/10/2024	Shane Connolly Calls/emails with creditors re amounts outstanding/status of receivership proceedings. Discussions with Richter team re calculation of payroll taxes.	1.25	385.00	481.25
07/10/2024	Jon Michael Lequay Payroll filing discussions with Winnie and Manpreet.	1.00	275.00	275.00
07/10/2024	Manpreet Kaur Bains	0.70	185.00	129.50

Invoice No.: 20410180
 Date: 07/17/2024

Date	Name and Description	Hours	Rate	Amount
07/10/2024	Call with Jon, Winnie and Shane Megha Sharma Update for Seina re A/R collection. Call with GFI team re AR updates. Review and update the liquidation analysis.	1.30	470.00	611.00
07/10/2024	Winnie Lin Tran KERP revised calculations/meeting discussion with Shane/JM/Manpreet.	1.00	185.00	185.00
07/10/2024	Steven Grano Account collections classifications, timesheet correspondence with employees, A/R meeting, meeting with Siena.	3.50	120.00	420.00
07/11/2024	Carol O'Donnell Prepare wire transfers.	1.50	335.00	502.50
07/11/2024	Karen Kimel Texts/calls re Al Hayah and review of invoice. Call with H. Singh re terminations and review letters. Call with Parker Poe re update on discovery and next steps. Call with WRAC legal counsel and email to D. Ullmann re same. Per diems. A/R and insurance	3.00	770.00	2,310.00
07/11/2024	Shane Connolly Prepare termination letters and discussions with Richter team/engaged individuals re same. Finalize engagement letter re back-up of server and communications with Richter team/Informanix re same. Process receivership payroll/calls/emails with Richter team	4.50	385.00	1,732.50
07/11/2024	Steven Grano Payment requisition.	0.50	120.00	60.00
07/12/2024	Carol O'Donnell Update wire transfers.	0.40	335.00	134.00
07/12/2024	Karen Kimel Email correspondence re various matters. Call with lawyer for Bes Bean. Call with D. Ullmann re Big Sky, YoFiit, US lawsuit and D&O. Call with Siena re Big Sky, taxes and other matters. Calls with creditors and former employees re Indalec.	2.25	770.00	1,732.50
07/12/2024	Shane Connolly Calls/emails with former employees re WEPP calculations/payment of same. Communications with JP Morgan re withheld amounts and status of payment re same. Calls/emails with engaged individuals re payroll/timesheets	2.25	385.00	866.25
07/12/2024	Shane Connolly	1.00	385.00	385.00

Invoice No.: 20410180
Date: 07/17/2024

Date	Name and Description	Hours	Rate	Amount
	Calls/emails with creditors/Company/Richter team re warehoused inventory/sale of inventory and IP/amounts owing.			
07/12/2024	Steven Grano A/R collections letter.	0.50	120.00	60.00
Fees Total		89.85		\$ 40,543.00
Date	Name and Description	Hours	Rate	Amount
06/30/2024	Telephone			\$ 67.80
Disbursements Total				\$ 67.80

Invoice No.: 20410180
Date: 07/17/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 40,610.80
GST/HST #885435842 RT0001	5,279.40
Total Due	CAD \$ 45,890.20

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 08/01/2024
Invoice No.: 20410238
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended July 26, 2024 \$ 47,307.25
Disbursements 1,505.96

Sub-Total	48,813.21
GST/HST #885435842 RT0001	6,345.72
Total Due	CAD \$ 55,158.93

TORONTO

Richter Inc.
181 Bay St., #3510
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Toronto ON M5J 2T3
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MONTRÉAL

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410238
Date: 08/01/2024

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	11.30	\$ 335.00	\$ 3,785.50
Karen Kimel	23.05	770.00	17,748.50
Megha Sharma	8.70	470.00	4,089.00
Pascale Lareau	0.80	335.00	268.00
Shane Connolly	50.25	385.00	19,346.25
Steven Grano	17.25	120.00	2,070.00
	111.35		\$ 47,307.25
Disbursements			
Disbursements			\$ 1,211.96
Postage/Courier			294.00
			\$ 1,505.96

Invoice No.: 20410238
 Date: 08/01/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/14/2024	Karen Kimel Email correspondence various matters.	0.25	\$ 770.00	\$ 192.50
07/15/2024	Carol O'Donnell Verify bank for incoming funds, update deposit. Communications with employees regarding WEPP. Prepare GL's and email. Misc. administration.	2.20	335.00	737.00
07/15/2024	Karen Kimel Emails re inventory, scale tickets, A/R collections, taxes, AR insurance filing. Review and execution of documents incl. hourly contracts. Calls with team. Review liquidation analysis and email re same. Correspondence re insurance.	5.75	770.00	4,427.50
07/15/2024	Shane Connolly Calls/emails with Informanix/Company re server back-up. Calls/emails with former employees re WEPP claims/T4s. Prepare termination letters/hourly engagement letters for contractors. Calls/emails with Company/Richter team re warehouse inventory/contracts.	4.25	385.00	1,636.25
07/15/2024	Megha Sharma Review and update the cash flow and liquidation analysis. Emails re same.	1.00	470.00	470.00
07/15/2024	Steven Grano A/R collection letter, cash flow update, A/R updating.	3.25	120.00	390.00
07/16/2024	Carol O'Donnell Verify bank for incoming funds, update deposit. Prepare wire transfer. Comm. with employees and Service Canada regarding WEPP. Update incoming transfer for GFI Brands. Misc. administration.	2.10	335.00	703.50
07/16/2024	Karen Kimel Review insurance policies and captive. Call with D. Ullmann re insurance policies. Call with J. Latham re captive. Call re Big Sky with D. Hanna. Collection letters/emails.	2.00	770.00	1,540.00
07/16/2024	Shane Connolly Communications with BMO re transfer of funds. Calls/emails with Company/Richter team re inventory at warehouses/review warehouse agreements and prepare schedule re same. Calls/emails with creditors re amounts owing/status of receivership proceedings.	3.50	385.00	1,347.50
07/16/2024	Megha Sharma	0.70	470.00	329.00

Invoice No.: 20410238
 Date: 08/01/2024

Date	Name and Description	Hours	Rate	Amount
	Update the liquidation analysis. Discussion with K. Kimel re same. Email with Siena re AR collections. Emails with Richter team re GL update.			
07/16/2024	Steven Grano Preparation of correspondence re inventory sales.	0.50	120.00	60.00
07/17/2024	Carol O'Donnell Update deposit.	0.10	335.00	33.50
07/17/2024	Karen Kimel Weekly A/R call. Email update to Siena re Big Sky. Update re IT. Correspondence re insurance. Updated AR analysis and AmBean status to Siena. Emails re insurance and A/R.	1.75	770.00	1,347.50
07/17/2024	Shane Connolly Calls/emails with former employees re WEPP claims/termination letters. Calls/emails with Company/Richter team/Informanix re server back-up/server access and status of same. Calls/emails with creditors re amount o/s. Draft Receiver's first report.	6.00	385.00	2,310.00
07/17/2024	Megha Sharma Call with GFI team re AR update. Update the liquidation analysis. Email with K. Kimel re same.	0.50	470.00	235.00
07/17/2024	Steven Grano A/R meeting. Receipts and Disbursements, inventory and remaining grain sale.	2.75	120.00	330.00
07/18/2024	Carol O'Donnell Verify bank for incoming funds, update deposits. Prepare wire transfer, update. Prepare reallocations. Prepare creditors list and email to S. Connolly. Misc. administration	2.90	335.00	971.50
07/18/2024	Karen Kimel Review IA collection letter. Email to Siena, Goodsmans, C. Manion and D. Ullmann re AmBean update and decisions. Various email correspondence.	2.00	770.00	1,540.00
07/18/2024	Shane Connolly Draft Receiver's first report and calls/emails with Richter team re same. Communications with creditors re status of receivership proceedings and amounts outstanding. Prepare R&D and communications with Richter team re same.	7.00	385.00	2,695.00
07/18/2024	Megha Sharma Emails with the bank and Richter team re GFI bank account overdraft balance.	0.40	470.00	188.00

Invoice No.: 20410238
 Date: 08/01/2024

Date	Name and Description	Hours	Rate	Amount
07/18/2024	Steven Grano Grain sale update.	0.25	120.00	30.00
07/19/2024	Carol O'Donnell Communications with Employee regarding POC and WEPP.	0.20	335.00	67.00
07/19/2024	Karen Kimel Call with Parker Poe. Call with Siena, C. Manion and D. Ullmann re AmBean. Call with J. Rosenberg, D. Ullmann and D. Hanna re Big Sky update. Call with J. Rosenberg re same. Call with D Ullmann re Big Sky, disclaimers, AmBean	1.80	770.00	1,386.00
07/19/2024	Shane Connolly Update Receiver's first report and calls/emails with Richter team/Blaneys re same. Calls/emails with creditors re proofs of claim/status of receivership. Draft lease/contract disclaimers and calls/emails with Company/Blaneys/Richter team/creditors re same	6.75	385.00	2,598.75
07/19/2024	Megha Sharma Email with BMO re overdraft balance.	0.20	470.00	94.00
07/19/2024	Steven Grano Grain sale, warehouse lease disclaimers.	0.75	120.00	90.00
07/22/2024	Carol O'Donnell Prepare OSB Registration fees. Prepare purchase order. Prepare general ledgers and email. Several emails with a creditor (employee) re: WEPP. Misc. administration.	1.20	335.00	402.00
07/22/2024	Karen Kimel Review AmBean counterproposal. Email correspondence incl with FTI re insurance, taxes, various re Big Sky. Call with D. Ullmann re Big Sky, Disclaimers and AmBean. Review Court report and call with S Connolly re same. Call with Agroport re inventory.	2.50	770.00	1,925.00
07/22/2024	Shane Connolly Update Receiver's first report to the Court and discussions with Richter team re same. Call with Informanix re server back-up and communications with Company re outcome of same. Calls/emails with Blaneys re disclaiming contracts and next steps re same.	5.50	385.00	2,117.50
07/22/2024	Megha Sharma Update the GFI cash flow. Emails with GFI and Siena re accounts receivables. Emails with BMO re bank transactions.	1.20	470.00	564.00
07/22/2024	Steven Grano	4.00	120.00	480.00

Invoice No.: 20410238
 Date: 08/01/2024

Date	Name and Description	Hours	Rate	Amount
	Grain inventory sales, cash flow analysis, R&D, analysis of Big Sky forecast.			
07/23/2024	Pascale Lareau Call Revenu Canada for HST number.	0.80	335.00	268.00
07/23/2024	Carol O'Donnell Prepare wire transfers, update. Communication with employee re WEPP.	0.60	335.00	201.00
07/23/2024	Karen Kimel Call with Parker Poe and email re same. Email correspondence re collection matters. Review and update of liquidation analysis. Emails re EDC A/R insurance, Agroport, tax analysis, insurance captive emails. Call with J Rosenberg.	2.00	770.00	1,540.00
07/23/2024	Shane Connolly Prepare payment requisition re retained employees. Update court reports/R&D and communications with Richter team/Blaney/Company re same. Communications with individuals re retention agreements.	5.25	385.00	2,021.25
07/23/2024	Megha Sharma Emails with GFI, Siena and Richter team re BMO bank overdraft. Prepare summary of GFI tax losses. Review and update the liquidation analysis. Emails with K. Kimel and Seina re same.	2.30	470.00	1,081.00
07/23/2024	Steven Grano Grain inventory sales, R&D for report, payment requisition and Big Sky forecast analysis.	2.75	120.00	330.00
07/24/2024	Carol O'Donnell Prepare wire transfers.	1.50	335.00	502.50
07/24/2024	Karen Kimel Weekly A/R update call. Review analysis and email re same. Various other email correspondence.	0.50	770.00	385.00
07/24/2024	Shane Connolly Communications BMO/Company re transfer of funds. Update Receiver's first report and calls/emails with Richter team/Blaney/Company re same.	4.50	385.00	1,732.50
07/24/2024	Megha Sharma Call with GFI team re AR update. Update the liquidation analysis and tax loss summary. Emails with K Kimel and GFI team re same. Update the BSM forecast analysis.	2.40	470.00	1,128.00
07/24/2024	Steven Grano A/R insurance schedule, grain and inventory schedule, R&D for report.	3.00	120.00	360.00

Invoice No.: 20410238
 Date: 08/01/2024

Date	Name and Description	Hours	Rate	Amount
07/25/2024	Carol O'Donnell Update wire transfers.	0.50	335.00	167.50
07/25/2024	Karen Kimel Update call with Siena. Emails re court report and calls re same. Various emails on inventory, A/R and other matters.	1.75	770.00	1,347.50
07/25/2024	Shane Connolly Calls/emails with Blaney/Richter team/Blank Rome re Receivers' first report and update same. Calls/emails with Richter team/Blaney re motion materials and review same. Calls/emails with creditors re amounts owing and status of bankruptcy proceedings.	4.50	385.00	1,732.50
07/26/2024	Karen Kimel Review GFI report and call with S. Connolly re same. Call with D. Ullmann. Correspondence with JPM.	2.75	770.00	2,117.50
07/26/2024	Shane Connolly Update Receiver's first report based off discussions with Richter team/Blaney. Communications with former employees re WEPP claims and status of same.	3.00	385.00	1,155.00
Fees Total		111.35		\$ 47,307.25

Date	Name and Description	Hours	Rate	Amount
05/31/2024	Disbursements 05/31/2024: VI NFC Google Workspace			\$ 1,211.96
06/05/2024	Postage/Courier 06/05/2024: VI CC Mail Redirection GFI Inc			98.00
06/05/2024	Postage/Courier 06/05/2024: VI CC Mail Redirection GFI Brands			98.00
06/05/2024	Postage/Courier 06/05/2024: VI CC Mail Redirection GFI Ltd			98.00
Disbursements Total				\$ 1,505.96

Invoice No.: 20410238
Date: 08/01/2024

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Global Food and Ingredients Inc.
43 Colborne St. Suite 400
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Invoice Summary

Sub-Total	\$ 48,813.21
GST/HST #885435842 RT0001	6,345.72
Total Due	CAD \$ 55,158.93

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

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RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 08/29/2024
Invoice No.: 20410346
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc

Professional services for the period ended August 16, 2024 \$ 32,828.75
Disbursements 80.42

Sub-Total		32,909.17
GST/HST #885435842 RT0001		4,278.19
Total Due	CAD	\$ 37,187.36

TORONTO

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410346
Date: 08/29/2024

Fees			
Name	Hours	Rate	Amount
Adam Sherman	0.30	\$ 770.00	\$ 231.00
Carol O'Donnell	7.60	335.00	2,546.00
Karen Kimel	14.65	770.00	11,280.50
Megha Sharma	11.10	470.00	5,217.00
Pascale Lareau	0.30	335.00	100.50
Shane Connolly	31.75	385.00	12,223.75
Steven Grano	10.25	120.00	1,230.00
	75.95		\$ 32,828.75
Disbursements			
Registration Fee			\$ 80.42
			\$ 80.42

Invoice No.: 20410346
 Date: 08/29/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
07/26/2024	Adam Sherman Review/approve bank recs (\$CAN/\$US) for June 2024. Emails with Richter team.	0.30	\$ 770.00	\$ 231.00
07/29/2024	Carol O'Donnell Prepare wire transfer, update. Post documents to website and file with OSB.	1.10	335.00	368.50
07/29/2024	Karen Kimel Call with JP Morgan counsel re deposit. Call with IA re collection letter. Finalize report. Correspondence with Govac and Marina. Emails re A/R insurance claims.	2.40	770.00	1,848.00
07/29/2024	Shane Connolly Finalize Receiver's first report to the court and calls/emails with Blaney/Richter team re same. Communications with retained employees re KERP payments and calculations re same.	2.75	385.00	1,058.75
07/29/2024	Megha Sharma Update the cash flow. Emails with Richter and GFI re same. Email Siena re AR collections. Update the Big Sky analysis.	2.50	470.00	1,175.00
07/29/2024	Steven Grano Distribution motion, cash flow analysis, A/R insurance schedule, IA Group meeting.	2.00	120.00	240.00
07/30/2024	Pascale Lareau Wire transfer.	0.30	335.00	100.50
07/30/2024	Carol O'Donnell Update incoming funds. Prepare GL's and email.	0.50	335.00	167.50
07/30/2024	Karen Kimel Call with J. Simpson re court order, loan balance, AR and other matters. Emails with IA Group. Review A/R. Review updated liquidation analysis. Sign/review termination and rehire letters. Review AmBean procedural order.	1.75	770.00	1,347.50
07/30/2024	Shane Connolly Communications with Company/Richter team re CRA HST audit/source deductions. Prepare termination and hourly engagement letters and communications with Richter team/individuals re same. Calls/emails with creditors/former employees re amounts outstanding.	3.75	385.00	1,443.75
07/30/2024	Megha Sharma Review and update the liquidation analysis. Review insurance accounts. Discussion with Richter team re same.	2.00	470.00	940.00
07/30/2024	Steven Grano	1.75	120.00	210.00

Invoice No.: 20410346
 Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
07/31/2024	AR updating and insurance schedule. Carol O'Donnell Prepare wire transfer and update. Communication with Service Canada regarding HST number and Deduction at source number. Prepare form for banking information for EDC and email. Misc. administration.	2.20	335.00	737.00
07/31/2024	Karen Kimel A/R update meeting. Call with Parker Poe and Siena re AmBean. D. Ullmann correspondence/emails. Emails re creditors, OSC etc.	1.25	770.00	962.50
07/31/2024	Shane Connolly Calls/emails with former employees re retention letters/WEPP payments/amounts owing. Calls/emails with Company re source deductions and CRA Audit/review schedule of revised assessment.	3.00	385.00	1,155.00
07/31/2024	Megha Sharma Call with GFI team re AR update and update the liquidation analysis.	0.30	470.00	141.00
07/31/2024	Steven Grano A/R meeting, CRA creditor list, grain inventory sale.	1.75	120.00	210.00
08/01/2024	Carol O'Donnell Prepare wire transfers, update. Send email with banking information to JP Morgan.	0.70	335.00	234.50
08/01/2024	Karen Kimel Call with OSC re cease trade and emails re same. Review and sign disclaimers.	0.50	770.00	385.00
08/01/2024	Shane Connolly Attend court re distribution motion/communications with Blaney/Richter team re same. Calls/emails with creditors/former employees re amounts owing/status of receivership proceedings. Finalize quit claim notices/calls/emails with K. Kimel/Blaney re same.	4.25	385.00	1,636.25
08/01/2024	Steven Grano Grain inventory sale.	0.75	120.00	90.00
08/02/2024	Carol O'Donnell Post documents to website, file with OSB. Transfer funds from US to Canadian account. Prepare wire transfer.	1.50	335.00	502.50
08/02/2024	Karen Kimel Follow up with LSM and other matters.	0.25	770.00	192.50
08/02/2024	Shane Connolly	2.00	385.00	770.00

Invoice No.: 20410346
 Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
	Issue quit claim notices to warehouse entities and communications with Richter team re same. Calls/emails with creditors re proofs of claim.			
08/05/2024	Karen Kimel Emails with creditors, outstanding accounts.	0.25	770.00	192.50
08/06/2024	Karen Kimel Emails to creditors, outstanding accounts etc.	0.25	770.00	192.50
08/06/2024	Shane Connolly Communications with BMO/Richter team re transfer of funds. Calls/emails with Informanix re back-up of servers. Calls/emails with creditors re amounts owing.	2.50	385.00	962.50
08/06/2024	Megha Sharma Review and update the liquidation analysis. Emails re insurance claims, AR collections and bank transactions with Richter team and Siena.	1.80	470.00	846.00
08/06/2024	Steven Grano A/R updating (liquidation analysis), cash flow analysis.	2.00	120.00	240.00
08/07/2024	Karen Kimel Emails to creditor, intact re claims. Review/update liquidation analysis. Additional accounts to IA.	0.75	770.00	577.50
08/07/2024	Megha Sharma Call with GFI team re receivables. Update the liquidation analysis. Emails to EDC re Secas claim.	1.20	470.00	564.00
08/08/2024	Karen Kimel Review email to Intact re various claims. Email to J. Simpson re Intact claims. Emails with CFT re shipment to Imex. Email to Siena.	0.50	770.00	385.00
08/08/2024	Shane Connolly Calls/emails with former employees/creditors re amounts owing. Review payment requisition and calls/emails with Richter team re same.	2.00	385.00	770.00
08/08/2024	Megha Sharma Review the bank analysis statement for charges to be reversed and accounts to be closed. Email Intact to follow up re AR Insurance claims. Email BMO re closure of bank accounts.	1.10	470.00	517.00
08/08/2024	Steven Grano GFI payment requisition.	0.75	120.00	90.00
08/09/2024	Carol O'Donnell Prepare wire transfers.	0.80	335.00	268.00

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Date	Name and Description	Hours	Rate	Amount
08/09/2024	Karen Kimel Call/emails with CFT re Imex.	0.25	770.00	192.50
08/09/2024	Shane Connolly Communications with retained employees re KERP and source deductions re same. Communications with IT companies re access to servers. Calls with former employees re WEPP.	1.75	385.00	673.75
08/09/2024	Megha Sharma Email to Siena re Intact insurance claims update.	0.30	470.00	141.00
08/10/2024	Karen Kimel Emails re 244 from 35 Oak.	0.25	770.00	192.50
08/11/2024	Karen Kimel Call with T. Eubanks re 244 notice.	0.25	770.00	192.50
08/12/2024	Carol O'Donnell Update wire transfers. Prepare GL's and email.	0.30	335.00	100.50
08/12/2024	Karen Kimel Call with D. Hanna re 244, Saddot etc. and email re same. Call with Parker Poe re AmBean insurance etc. Correspondence re Big Sky info request.	1.00	770.00	770.00
08/12/2024	Shane Connolly Communications with retained individuals re KERPs and timesheets/review same. Calls with creditors re status of receivership proceedings and amounts outstanding.	1.50	385.00	577.50
08/12/2024	Megha Sharma Email Siena re AR collections. Review and update the cash flow. Email to BMO re bank accounts.	0.50	470.00	235.00
08/12/2024	Steven Grano Cash flow updating and KERP payment requisition.	1.25	120.00	150.00
08/13/2024	Carol O'Donnell Review Deduction at source and prepare cheque. Update form for wire transfer.	0.30	335.00	100.50
08/13/2024	Karen Kimel Discussions re Big Sky. Call with J. Rosenberg re Big Sky. Review settlement proposal and deposition budgets. Review analysis and email re same.	1.75	770.00	1,347.50
08/13/2024	Shane Connolly	2.50	385.00	962.50

Invoice No.: 20410346
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
	Communications with warehousing creditors re inventory/amounts outstanding. Calls/emails with Richter team re back-up of servers/access to same. Communications with Company re GST/HST audit/review information re same. Emails with BMO re transfer of funds			
08/13/2024	Megha Sharma Update the liquidation analysis. Emails with EDC re insurance claim update. Email to Mr. Cota of Secas re collection of AR. Emails with Richter team re same.	1.20	470.00	564.00
08/14/2024	Carol O'Donnell Verify bank for incoming funds and update.	0.20	335.00	67.00
08/14/2024	Karen Kimel Review FCC motion materials and emails re same. Call with J. Latham re same. Call with Hend re Al Hayah. Emails re Big Sky info. Review Big Sky financial info	2.00	770.00	1,540.00
08/14/2024	Shane Connolly Communications with JP Morgan/Richter team re transfer of deposits. Prepare letter to CRA re appeal of GST/HST reassessment/communications with Richter team/Company re same. Discussions w. Richter team/Company re Google payments/access to Google account.	4.50	385.00	1,732.50
08/14/2024	Megha Sharma Email BMO re closure of accounts.	0.20	470.00	94.00
08/15/2024	Karen Kimel Review deposition response. Various follow up emails.	0.50	770.00	385.00
08/15/2024	Shane Connolly Finalize letter to CRA re GST/HST reassessment and communications with Richter team re same. Calls/emails with creditors re status of receivership proceedings and inventory sold to Company.	1.25	385.00	481.25
08/16/2024	Karen Kimel Call with D. Ullmann re various matters. Call with T. Eubanks and J. Simpson re general update.	0.75	770.00	577.50
Fees Total		75.95		\$ 32,828.75
Date	Name and Description	Hours	Rate	Amount
07/22/2024	Registration Fee 07/22/2024: OT Registration Fee - GFI Ltd			\$ 80.42

Invoice No.: 20410346
Date: 08/29/2024

Date	Name and Description	Hours	Rate	Amount
2262	Name and Description	Hours	Rate	Amount
Disbursements Total				\$ 80.42

Invoice No.: 20410346
Date: 08/29/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 32,909.17
GST/HST #885435842 RT0001	4,278.19
Total Due	CAD \$ 37,187.36

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 09/10/2024
Invoice No.: 20410383
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended August 31, 2024 \$ 13,243.00

Sub-Total		13,243.00
GST/HST #885435842 RT0001		1,721.59
Total Due	CAD	\$ 14,964.59

TORONTO

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181 Bay St., #3510
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Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410383
Date: 09/10/2024

Fees			
Name	Hours	Rate	Amount
Adam Sherman	0.30	\$ 770.00	\$ 231.00
Carol O'Donnell	3.80	335.00	1,273.00
Karen Kimel	8.40	770.00	6,468.00
Megha Sharma	4.10	470.00	1,927.00
Pascale Lareau	1.40	335.00	469.00
Shane Connolly	7.00	385.00	2,695.00
Steven Grano	1.50	120.00	180.00
	26.50		\$ 13,243.00

Invoice No.: 20410383
 Date: 09/10/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
08/19/2024	Carol O'Donnell Prepare general ledgers and email.	0.20	\$ 335.00	\$ 67.00
08/19/2024	Karen Kimel Correspondence with Blaney. Emails re AmBean settlement letter. Email with S Connolly re JPM letter. Email to Intact. Updated liquidation analysis.	1.00	770.00	770.00
08/19/2024	Shane Connolly Communications with JP Morgan/Richter team re refund of credit card deposit and timing of same. Calls/emails with retained employees re timesheets and review same. Communications with creditors re amounts outstanding/status of receivership proceedings.	2.50	385.00	962.50
08/19/2024	Megha Sharma Update cash flow and liquidation analysis, and emails re same. Follow up with BMO re closure of accounts. Communications re GFI AR.	0.90	470.00	423.00
08/19/2024	Steven Grano Cash flow updating	1.00	120.00	120.00
08/20/2024	Carol O'Donnell Post document to website and file with OSB.	0.40	335.00	134.00
08/20/2024	Karen Kimel Call with Siena.	0.50	770.00	385.00
08/20/2024	Shane Connolly Calls/emails with Richter team and retained employees re KERPs/T4s/ROEs. Communications with Richter team re payment of vendors and review invoices re same.	1.25	385.00	481.25
08/21/2024	Karen Kimel Correspondence with H. Elnashar and related call with A. Beites at EDC re Al Hayah. Other emails/calls re same. Call with Parker Poe and D. Hanna re AmBean counter-offer claims. Call with D. Hanna re Big Sky. Call with M. Weiner re offer etc. Call with J. Rosenberg.	2.50	770.00	1,925.00
08/22/2024	Pascale Lareau Reconciliation HST July 2024	0.60	335.00	201.00
08/22/2024	Carol O'Donnell Prepare wire transfers and update GLs.	1.20	335.00	402.00
08/22/2024	Karen Kimel	2.00	770.00	1,540.00

Invoice No.: 20410383
 Date: 09/10/2024

Date	Name and Description	Hours	Rate	Amount
	Call with Siena, J. Latham and D. Ullmann re Big Sky communications with M. Weiner and J. Rosenberg to get instructions. Call with M. Weiner re same. Calls/updates with K Hai and S Kumar re Al Hayah. Email to EDC re Al Hayah. Various email correspondence.			
08/22/2024	Shane Connolly Communications with Richter team/retained individuals re document searches/timesheets/status of ongoing engagement/payment of invoices. Communication with Marsh/FTI re insurance policies and status of same.	1.75	385.00	673.75
08/22/2024	Megha Sharma Email correspondence with Prasad Kumara re bank updates and with BMO re online access to bank accounts.	0.20	470.00	94.00
08/22/2024	Steven Grano Payment requisition.	0.50	120.00	60.00
08/23/2024	Carol O'Donnell Email to creditor with Notice of Receiver.	0.10	335.00	33.50
08/23/2024	Karen Kimel Call with D. Ullmann re AmBean, YoFiit, LSM, etc. Communications with H. Elnashar. Email correspondence.	0.90	770.00	693.00
08/23/2024	Shane Connolly Calls/emails with Company/creditors re tracing documents/proofs of claim. Communications with Richter team/JP Morgan re remittance of funds held on deposit.	1.50	385.00	577.50
08/26/2024	Carol O'Donnell Prepare GLs and email.	0.20	335.00	67.00
08/26/2024	Karen Kimel Correspondence and calls with and related to Al Hayah.	0.50	770.00	385.00
08/26/2024	Adam Sherman Review/approve bank recs (\$CAN/\$US) for July 2024.	0.30	770.00	231.00
08/26/2024	Megha Sharma Calls and emails re disposal costs for Bentillia inventory. Emails with BMO re bank account closure. Update cash flow.	1.50	470.00	705.00
08/27/2024	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document	0.40	335.00	134.00
08/27/2024	Pascale Lareau Bookkeeping	0.40	335.00	134.00

Invoice No.: 20410383
 Date: 09/10/2024

Date	Name and Description	Hours	Rate	Amount
08/27/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
08/27/2024	Megha Sharma Calls and emails re disposal costs for Bentillia inventory. Email with EDC re AR insurance payment. Follow up with BMO re bank account closure.	0.50	470.00	235.00
08/28/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
08/28/2024	Karen Kimel Correspondence re Marina and other matters.	0.25	770.00	192.50
08/28/2024	Megha Sharma Calls re inventory at Westmark. Emails with BMO re transfer of account balances.	0.30	470.00	141.00
08/29/2024	Carol O'Donnell Prepare wire transfers and update. Email with JP Morgan regarding wire transfer.	0.90	335.00	301.50
08/29/2024	Megha Sharma Call with Westmark re Bentillia inventory.	0.20	470.00	94.00
08/30/2024	Karen Kimel Call with Intact re A/R claims. Email to Siena re update.	0.75	770.00	577.50
08/30/2024	Megha Sharma Call with Intact, GFI team and Richter re AR insurance claims.	0.50	470.00	235.00
Fees Total		26.50		\$ 13,243.00

Invoice No.: 20410383
Date: 09/10/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 13,243.00
GST/HST #885435842 RT0001	1,721.59
Total Due	CAD \$ 14,964.59

Payment Options

**At this time, we ask that payment not be made by cheque.
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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
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Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
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RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 09/26/2024
Invoice No.: 20410460
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended September 20, 2024 \$ 14,166.50
Disbursements 50.85

Sub-Total	14,217.35
GST/HST #885435842 RT0001	1,848.26
Total Due	CAD \$ 16,065.61

TORONTO

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181 Bay St., #3510
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Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410460
Date: 09/26/2024

Fees			
Name	Hours	Rate	Amount
Adrianna Bonavota	6.00	\$ 250.00	\$ 1,500.00
Carol O'Donnell	4.90	335.00	1,641.50
Karen Kimel	8.50	770.00	6,545.00
Megha Sharma	5.40	470.00	2,538.00
Pascale Lareau	1.20	335.00	402.00
Shane Connolly	4.00	385.00	1,540.00
	30.00		\$ 14,166.50
Disbursements			
Shane Connolly			\$ 50.85
			\$ 50.85

Invoice No.: 20410460
 Date: 09/26/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
09/03/2024	Carol O'Donnell Prepare GL's, verify with Bank and email.	0.20	\$ 335.00	\$ 67.00
09/03/2024	Karen Kimel Update call with Siena. Call with Parker Poe and Siena. Email to P. Kumara.	1.00	770.00	770.00
09/03/2024	Megha Sharma Update liquidation analysis and cash flow. Prepare update re discussion with Intact on insurance claims. Emails with K Kimel re same. Follow up re AR. Emails re funding of overdraft BMO account	1.80	470.00	846.00
09/04/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
09/04/2024	Karen Kimel Email to creditor re update. Email Blaney re LSM. Update liquidation report.	0.25	770.00	192.50
09/04/2024	Megha Sharma Emails to GFI Team re AR claim clarification. Email K. Kimel re GFI AR claims.	0.70	470.00	329.00
09/05/2024	Pascale Lareau Prepare bank reconciliation, update bank reconciliation file and follow-up for signature, filing document re bank accounts	1.20	335.00	402.00
09/05/2024	Carol O'Donnell Prepare wire transfers and update.	0.70	335.00	234.50
09/05/2024	Karen Kimel Call with I-Way re claim. Emails with Parker Poe. Email to Marina and to others re same. Email to A. Beites. Review Captive update from Blaney.	0.75	770.00	577.50
09/05/2024	Megha Sharma Follow up with Westmark re inventory and update TJX re same.	0.20	470.00	94.00
09/06/2024	Karen Kimel Call with Siena re Marina and other matters.	0.50	770.00	385.00
09/06/2024	Megha Sharma Review information and call re AR collections. Review GL for reallocation of incoming funds and email re same.	0.70	470.00	329.00
09/09/2024	Carol O'Donnell Prepare GL's, verify bank and prepare email.	0.20	335.00	67.00
09/09/2024	Karen Kimel Call with J. Simpson. Email to J. Courteau. Email re I-Way. Email to Blaney re LSM.	0.40	770.00	308.00
09/09/2024	Megha Sharma Emails with EDC re insurance claim payment. Emails re AR collection.	0.30	470.00	141.00

Invoice No.: 20410460
 Date: 09/26/2024

Date	Name and Description	Hours	Rate	Amount
09/10/2024	Carol O'Donnell Verify bank for incoming funds, update deposit	0.20	335.00	67.00
09/10/2024	Carol O'Donnell Prepare deposit.	0.20	335.00	67.00
09/10/2024	Karen Kimel Email to Blaney re distribution notice and to Marina. Email update to Siena. Call with M. Pleon re Captive.	0.50	770.00	385.00
09/10/2024	Shane Connolly Communications with FTI/creditors re SISP. Communications with Richter team/contractors re search of server for certain documents.	1.00	385.00	385.00
09/10/2024	Megha Sharma Emails with customers re AR collections. Review of information provided.	0.50	470.00	235.00
09/11/2024	Carol O'Donnell Prepare wire transfers and update.	0.80	335.00	268.00
09/11/2024	Karen Kimel Call with A. Samat and email re LSM. Emails with Parker Poe to finalize AmBean. Emails re Marina.	0.50	770.00	385.00
09/11/2024	Megha Sharma Email re AR collection	0.20	470.00	94.00
09/12/2024	Karen Kimel Review LSM letter.	0.25	770.00	192.50
09/12/2024	Shane Connolly Communications with creditors re amounts outstanding/status of receivership proceedings.	1.00	385.00	385.00
09/12/2024	Megha Sharma Email re AR insurance claim.	0.20	470.00	94.00
09/13/2024	Karen Kimel Update call with Siena. Call with D. Ullmann re Marina. Email re same. Execute AmBean settlement. Discussion with A. Bonavota re reconciliation of Siena loan account. Review distribution notice.	1.75	770.00	1,347.50
09/16/2024	Karen Kimel Emails with Parker Poe re AmBean settlement funds. Email to D Ullmann re YoFiit inventory.	0.25	770.00	192.50
09/16/2024	Shane Connolly Communications with FTI/Richter team re HST number/status of CRA filings. Calls/emails with creditors re proofs of claim filed/status of receivership.	1.25	385.00	481.25

Invoice No.: 20410460
 Date: 09/26/2024

Date	Name and Description	Hours	Rate	Amount
09/16/2024	Adrianna Bonavota Reconciliation of Siena loan account, discussions and emails re same.	6.00	250.00	1,500.00
09/17/2024	Carol O'Donnell Verify bank for incoming wire and update deposit.	0.20	335.00	67.00
09/17/2024	Karen Kimel Emails re AmBean funds.	0.25	770.00	192.50
09/18/2024	Carol O'Donnell Verify bank for incoming wire transfer and prepare deposit. Prepare reallocations of CDN & US accounts receivable	1.10	335.00	368.50
09/18/2024	Karen Kimel Call with D Ullmann re Marina and GFI matters. Emails with former employees re same. Call with A Bonavota re update of analysis. Review and email re same.	1.25	770.00	962.50
09/18/2024	Shane Connolly Calls with creditors re status of receivership proceedings/SISP/amounts owing.	0.75	385.00	288.75
09/19/2024	Karen Kimel Emails re Marina and I way. Email to CGC re estimated distribution.	0.75	770.00	577.50
09/19/2024	Megha Sharma Emails with IA re collection accounts. Review GL for reallocation of funds and emails re same.	0.50	470.00	235.00
09/20/2024	Carol O'Donnell Communication with BMO regarding \$1M transfer. Transfer funds from US to CDN bank account, update. Prepare wire transfer and update.	0.90	335.00	301.50
09/20/2024	Karen Kimel Email to Blaney.	0.10	770.00	77.00
09/20/2024	Megha Sharma Email with BMO re online access to GFI bank accounts. Emails re AR collection.	0.30	470.00	141.00

Fees Total	30.00	\$ 14,166.50
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Date	Name and Description	Hours	Rate	Amount
08/31/2024	Shane Connolly 08/31/2024: Mobile data whilst in Ireland. (3 days)			\$ 50.85

Disbursements Total	\$ 50.85
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Invoice No.: 20410460
Date: 09/26/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 14,217.35
GST/HST #885435842 RT0001	1,848.26
Total Due	CAD \$ 16,065.61

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

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Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

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RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 10/09/2024
Invoice No.: 20410529
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended October 4, 2024 \$ 9,506.75
Disbursements 840.52

Sub-Total		10,347.27
GST/HST #885435842 RT0001		1,345.15
Total Due	CAD	\$ 11,692.42

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410529
Date: 10/09/2024

Fees			
Name	Hours	Rate	Amount
Adam Sherman	0.30	\$ 770.00	\$ 231.00
Adrianna Bonavota	2.50	250.00	625.00
Carol O'Donnell	2.80	335.00	938.00
Karen Kimel	7.85	770.00	6,044.50
Megha Sharma	2.65	470.00	1,245.50
Pascale Lareau	0.40	335.00	134.00
Shane Connolly	0.75	385.00	288.75
	17.25		\$ 9,506.75
Disbursements			
Miscellaneous Expenses			\$ 730.08
Translation			110.44
			\$ 840.52

Invoice No.: 20410529
 Date: 10/09/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
09/19/2024	Adam Sherman Review/approve bank recs (\$CAN/\$US) for August 2024.	0.30	\$ 770.00	\$ 231.00
09/23/2024	Carol O'Donnell Verify bank accounts, prepare GL's and email re same.	0.20	335.00	67.00
09/23/2024	Karen Kimel Review liquidation analysis. Emails to Parker Poe. Email to Siena.	0.75	770.00	577.50
09/24/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
09/24/2024	Karen Kimel Email correspondence.	0.25	770.00	192.50
09/24/2024	Shane Connolly Communications with creditors re status of receivership proceedings and amounts outstanding.	0.75	385.00	288.75
09/24/2024	Megha Sharma Emails re AR insurance claims and collections.	0.20	470.00	94.00
09/25/2024	Karen Kimel Email to FTI re CGC licensing. Emails to Blaney re LSM, Parker Poe data storage etc.	0.25	770.00	192.50
09/25/2024	Megha Sharma Emails to Maersk re AR collection and BMO re online access to GFI accounts.	0.20	470.00	94.00
09/26/2024	Carol O'Donnell Transfer funds from US bank account to CDN bank account and update. Prepare wire transfers.	0.90	335.00	301.50
09/26/2024	Karen Kimel Call with M. Sharma and Intact re claims update. Emails with BMO. Email to Siena re Intact A/R. Call with M. Weiner.	0.95	770.00	731.50
09/26/2024	Megha Sharma Call with K. Kimel and Intact re insurance claims update and email re same. Email to Maersk re status of cargo. Call with K. Kimel re same.	0.30	470.00	141.00
09/27/2024	Carol O'Donnell Update wire transfers.	0.20	335.00	67.00
09/27/2024	Karen Kimel Call with Siena. Emails re Marina Commodities. Review letter re YoFiit and email D. Ullmann re same. Email AmBean post mortem to Siena. Review email from M. Sharma re EDC claims. Emails with A. Robbins at Blaney's re Marina and review of statement of claim.	1.50	770.00	1,155.00

Invoice No.: 20410529
 Date: 10/09/2024

Date	Name and Description	Hours	Rate	Amount
09/27/2024	Megha Sharma Email to EDC re AR insurance claims.	0.35	470.00	164.50
09/30/2024	Carol O'Donnell Transfer funds from general trust to GFI Inc. and update. Prepare GL's and email re same.	0.60	335.00	201.00
09/30/2024	Karen Kimel Call with D. Ullmann re YoFiit, New Century, Marina and LSM. Call with A. Robbins and review Marina statement of claim. Review Jul/Aug HST returns. Meet with A. Bonavota re Marina docs.	2.50	770.00	1,925.00
09/30/2024	Megha Sharma Emails to Intact and Maersk re AR collection accounts.	0.30	470.00	141.00
09/30/2024	Adrianna Bonavota GFI Liquidation and AR Analysis for week ended Sept 27, 2024 and email re same.	1.50	250.00	375.00
09/30/2024	Adrianna Bonavota Marina Commodities outstanding AR reconciliation and email re same.	1.00	250.00	250.00
10/01/2024	Pascale Lareau GST HST declaration for July and August 2024.	0.40	335.00	134.00
10/01/2024	Karen Kimel Emails re additional Marina contracts.	0.15	770.00	115.50
10/01/2024	Megha Sharma Email to EDC re AR insurance claim.	0.10	470.00	47.00
10/02/2024	Karen Kimel Review Marina contract info and email re same. Email re trademark and email to Blaney re same and other matters.	0.25	770.00	192.50
10/02/2024	Megha Sharma Emails to BMO and K. Kimel re GFI bank activity and overdraft.	0.40	470.00	188.00
10/03/2024	Carol O'Donnell Prepare wire transfers.	0.50	335.00	167.50
10/03/2024	Karen Kimel Email to D. Ullmann re YoFiit draft response.	0.25	770.00	192.50
10/04/2024	Karen Kimel Update liquidation analysis and call with Siena re update call. Various email correspondence re other matters.	1.00	770.00	770.00
10/04/2024	Megha Sharma Email to Intact re AR insurance claim update. Review service fee analysis statement re BMO overdraft. Emails to BMO, B. Murray and K. Kimel re bank activities.	0.80	470.00	376.00

Invoice No.: 20410529
Date: 10/09/2024

Date	Name and Description	Hours	Rate	Amount
Fees Total		17.25		\$ 9,506.75
06/18/2024	Miscellaneous Expenses 06/18/2024: VI NFC Google Workspace			\$ 730.08
07/17/2024	Translation 07/17/2024: OT Translation			110.44
Disbursements Total				\$ 840.52

Invoice No.: 20410529
Date: 10/09/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 10,347.27
GST/HST #885435842 RT0001	1,345.15
Total Due	CAD \$ 11,692.42

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 11/01/2024
Invoice No.: 20410611
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended October 25, 2024 \$ 9,495.75
Disbursements 3,760.90

Sub-Total	13,256.65
GST/HST #885435842 RT0001	1,723.36
Total Due	CAD \$ 14,980.01

TORONTO

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410611
Date: 11/01/2024

Fees			
Name	Hours	Rate	Amount
Adrianna Bonavota	2.75	\$ 250.00	\$ 687.50
Carol O'Donnell	2.60	335.00	871.00
Karen Kimel	3.20	770.00	2,464.00
Megha Sharma	3.80	470.00	1,786.00
Pascale Lareau	2.10	335.00	703.50
Shane Connolly	7.75	385.00	2,983.75
	22.20		\$ 9,495.75
Disbursements			
Google Workspace			\$ 3,760.90
			\$ 3,760.90

Invoice No.: 20410611
 Date: 11/01/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
10/07/2024	Carol O'Donnell Verify bank balances and prepare GLs and email.	0.20	\$ 335.00	\$ 67.00
10/07/2024	Shane Connolly Prepare payment requisition and communications with creditors re status of receivership proceedings/amounts outstanding.	1.25	385.00	481.25
10/07/2024	Megha Sharma Email to BMO re access to online banking and to IA Group re collection accounts.	0.30	470.00	141.00
10/08/2024	Pascale Lareau Prepare bank reconciliation for bank accounts, pdf, update bank reconciliation file and follow-up for signature, filing document	1.20	335.00	402.00
10/08/2024	Karen Kimel Call with D Hanna re Sadot and Big Sky.	0.10	770.00	77.00
10/08/2024	Megha Sharma Email to EDC re AR insurance claim.	0.10	470.00	47.00
10/09/2024	Pascale Lareau Reconciliation of GST HST for September 2024	0.60	335.00	201.00
10/09/2024	Karen Kimel Emails to EDC re insurance claims. Call with M. Sharma re same. Call with K. Hai re additional documents and emails re same.	0.50	770.00	385.00
10/09/2024	Shane Connolly Calls with former employees re WEPP/status of receivership proceedings.	0.50	385.00	192.50
10/09/2024	Megha Sharma Emails to EDC and Intact re AR insurance claim. Call with K Kimel re same.	0.60	470.00	282.00
10/10/2024	Pascale Lareau Declaration of HST for September 2024.	0.30	335.00	100.50
10/10/2024	Carol O'Donnell Prepare wire transfers and update.	0.70	335.00	234.50
10/10/2024	Karen Kimel Update emails to Siena. Correspondence with Parker Poe re AAA balance and retainer.	0.50	770.00	385.00
10/10/2024	Shane Connolly Communications with creditors re status of receivership proceedings and amounts outstanding.	0.75	385.00	288.75
10/11/2024	Karen Kimel Email to LSM	0.10	770.00	77.00

Invoice No.: 20410611
 Date: 11/01/2024

Date	Name and Description	Hours	Rate	Amount
10/11/2024	Megha Sharma Emails to Intact re AR insurance claims. Emails to BMO re online bank access. Call with Richter team re same.	0.50	470.00	235.00
10/15/2024	Carol O'Donnell Verify bank and prepare GLs and email.	0.20	335.00	67.00
10/15/2024	Megha Sharma Emails to BMO and EDC.	0.30	470.00	141.00
10/16/2024	Karen Kimel Email to Siena re update on various matters. Emails with D Ullmann. Email to Siena re YoFiit proposal.	0.25	770.00	192.50
10/16/2024	Shane Connolly Communications with Richter team re payment of Google Cloud account and review invoices re same. Calls with former employees/vendors re amounts owing and proofs of claim submitted.	1.25	385.00	481.25
10/16/2024	Megha Sharma Call with Intact re insurance claim and email re same. Emails with BMO re bank account access and activity.	1.10	470.00	517.00
10/17/2024	Karen Kimel Call with D. Hanna. Call with D. Ullmann re YoFiit proposal and Marina claim. Emails with B. Murray.	0.50	770.00	385.00
10/17/2024	Megha Sharma Review EDC payment advice re AR claim payment. Email with Richter team re same and allocation in GL	0.40	470.00	188.00
10/18/2024	Carol O'Donnell Verify bank for incoming wires, update deposit.	0.20	335.00	67.00
10/18/2024	Karen Kimel Update liquidation analysis. Email to Blaney re distribution notice to service list. Update call with Siena. Call with Lenczner Slaght re Marina and email re same. Email A&B re Marina.	1.25	770.00	962.50
10/18/2024	Shane Connolly Calls with former employees/creditors re status of receivership proceedings.	0.50	385.00	192.50
10/21/2024	Carol O'Donnell Verify bank, prepare GLs and email.	0.20	335.00	67.00
10/21/2024	Shane Connolly Communications with creditors/former employees re status of receivership proceedings/amounts outstanding. Communications with Richter team/FTI re Siena loan balance.	1.00	385.00	385.00

Invoice No.: 20410611
 Date: 11/01/2024

Date	Name and Description	Hours	Rate	Amount
10/21/2024	Megha Sharma Draft letter of direction for closure of GFI bank accounts. Call and email with BMO re same.	0.50	470.00	235.00
10/21/2024	Adrianna Bonavota Loan reconciliation for FTI up to October 21, 2024.	2.00	250.00	500.00
10/22/2024	Adrianna Bonavota Outstanding loan balance reconciliation.	0.75	250.00	187.50
10/23/2024	Carol O'Donnell Confirm banking information with Parker Poe. Discuss HST with S. Connolly.	0.20	335.00	67.00
10/23/2024	Shane Connolly Calls with Richter team/CRA re release of GST/HST refunds and status of same.	1.50	385.00	577.50
10/25/2024	Carol O'Donnell Transfer funds from US account to CDN account and update. Prepare wire transfers and update.	0.90	335.00	301.50
10/25/2024	Shane Connolly Calls with CRA/Richter team re release of GST/HST refunds.	1.00	385.00	385.00
Fees Total		22.20		\$ 9,495.75

Date	Name and Description	Hours	Rate	Amount
07/31/2024	Google Workspace 07/31/2024: VI NFC Google Workspace			\$ 1,252.42
08/31/2024	Google Workspace 08/31/2024: VI NFC Google Workspace			1,254.24
09/30/2024	Google Workspace 09/30/2024: VI NFC Google Workspace			1,254.24
Disbursements Total				\$ 3,760.90

Invoice No.: 20410611
Date: 11/01/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 13,256.65
GST/HST #885435842 RT0001	1,723.36
Total Due	CAD \$ 14,980.01

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

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RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 12/09/2024
Invoice No.: 20410772
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended November 22, 2024 \$ 21,136.00

Sub-Total		21,136.00
GST/HST #885435842 RT0001		2,747.68
Total Due	CAD	\$ 23,883.68

TORONTO

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MONTRÉAL

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410772
Date: 12/09/2024

Fees			
Name	Hours	Rate	Amount
Adam Sherman	0.50	\$ 770.00	\$ 385.00
Adrianna Bonavota	6.50	250.00	1,625.00
Carol O'Donnell	2.00	335.00	670.00
Karen Kimel	18.10	770.00	13,937.00
Megha Sharma	4.45	470.00	2,091.50
Pascale Lareau	1.50	335.00	502.50
Shane Connolly	5.00	385.00	1,925.00
	38.05		\$ 21,136.00

Invoice No.: 20410772
 Date: 12/09/2024

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
10/21/2024	Karen Kimel Emails re quotes for Marina work. Emails re update of liquidation analysis. Emails to creditor. Update email to Siena.	1.00	\$ 770.00	\$ 770.00
10/22/2024	Karen Kimel Email to Siena re litigation proposal. Email correspondence with Lenczner. Email to creditor.	0.50	770.00	385.00
10/23/2024	Karen Kimel Discussion with Siena and Lenczner re Marina. Call with A. Khan re Marina claim.	0.75	770.00	577.50
10/24/2024	Karen Kimel Emails to Lenczner re Marina documents. Call with Z. Rosen re Marina and employee for affidavit. Review of Lenczner EL. Email to D. Ullmann.	1.25	770.00	962.50
10/25/2024	Karen Kimel Finalize Lenczner EL and email to Z. Rosen. Update to Siena.	0.25	770.00	192.50
10/26/2024	Karen Kimel Email to D. Ullmann. Email to A. Bonavota.	0.25	770.00	192.50
10/28/2024	Carol O'Donnell Verify bank, prepare GLs and email.	0.20	335.00	67.00
10/28/2024	Karen Kimel Emails with Z. Rosen and D. Ullmann. Emails with B. Murray.	0.25	770.00	192.50
10/28/2024	Megha Sharma Emails and call with BMO and Siena re bank account closure.	0.40	470.00	188.00
10/29/2024	Karen Kimel Email to A. Bonavota re liquidation analysis updates. Email to D. Ullmann.	0.25	770.00	192.50
10/29/2024	Megha Sharma Email to Intact re AR insurance claim.	0.10	470.00	47.00
10/30/2024	Carol O'Donnell Prepare journal entry for cheque sent to North Lily. Verify bank for incoming wire.	0.30	335.00	100.50
10/30/2024	Karen Kimel Call with M. Sharma re IA Group. Email to A. Khan re Marina materials.	0.50	770.00	385.00
10/30/2024	Megha Sharma Email with IA Group re AR collection and call with K. Kimel re same.	0.40	470.00	188.00
10/31/2024	Carol O'Donnell Verify bank and update incoming funds.	0.20	335.00	67.00
10/31/2024	Adam Sherman	0.20	770.00	154.00

Invoice No.: 20410772
 Date: 12/09/2024

Date	Name and Description	Hours	Rate	Amount
	Review/approve bank recs (\$CAN/\$US) for September 2024.			
10/31/2024	Megha Sharma Email to IA Group re AR collection accounts.	0.20	470.00	94.00
11/01/2024	Karen Kimel Email to Lenczner. Update to Siena.	0.25	770.00	192.50
11/01/2024	Shane Connolly Communications with CRA/FTI re outstanding HST refunds. Communications with FTI re status of sale process. Calls with farmers re postdated cheques/status of receivership proceedings.	1.50	385.00	577.50
11/01/2024	Megha Sharma Email to IA Group re AR collection accounts.	0.10	470.00	47.00
11/04/2024	Carol O'Donnell Update deposit and update interest and bank charges. Prepare GLs and email.	0.40	335.00	134.00
11/04/2024	Karen Kimel Call with J. Simpson and emails re same. Other email correspondence. Review GL and emails re same.	0.45	770.00	346.50
11/04/2024	Megha Sharma Follow up with IA Group re collection accounts.	0.10	470.00	47.00
11/04/2024	Adrianna Bonavota Updated liquidation analysis for week ended November 1, 2024	0.50	250.00	125.00
11/05/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
11/05/2024	Karen Kimel Call with P. Cho. Siena update call. Call with J. Rosenberg. Emails to D. Di Pasquale.	1.25	770.00	962.50
11/06/2024	Karen Kimel Review FTI motion material. Discuss cost analysis with A. Bonavota and emails re same. Email to Z. Rosen. Email J. Rosenberg re LSM. Email J. Latham materials. Emails with M Molina. Discussion with A Sherman.	1.75	770.00	1,347.50
11/06/2024	Adam Sherman Discussion with K. Kimel re various matters.	0.30	770.00	231.00
11/07/2024	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2bks accts)	1.20	335.00	402.00
11/07/2024	Carol O'Donnell Obtain cost estimate for storage of boxes.	0.10	335.00	33.50
11/07/2024	Karen Kimel	1.50	770.00	1,155.00

Invoice No.: 20410772
 Date: 12/09/2024

Date	Name and Description	Hours	Rate	Amount
	Call with Siena re Marina. Call with Lenczner and Siena re Marina. Email to D. Ullmann. Key date schedule and email re same. Call with J. Latham and emails re same.			
11/08/2024	Karen Kimel Emails to Siena re YoFiit.	0.25	770.00	192.50
11/08/2024	Megha Sharma Draft statement of facts for the Aditya Birla claim and email with K. Kimel re same.	0.40	470.00	188.00
11/10/2024	Karen Kimel Email to M. Molina.	0.10	770.00	77.00
11/11/2024	Carol O'Donnell Verify bank and prepare general ledgers and email.	0.20	335.00	67.00
11/11/2024	Karen Kimel Email update to Siena. Emails to D. Ullmann.	0.25	770.00	192.50
11/11/2024	Megha Sharma Emails to BMO re bank activity update.	0.10	470.00	47.00
11/11/2024	Adrianna Bonavota Liquidation analysis update for Nov 8, 2024; and update email to Sienna.	2.00	250.00	500.00
11/12/2024	Karen Kimel Call with J. Simpson. Email correspondence.	0.30	770.00	231.00
11/13/2024	Pascale Lareau HST reconciliation October 2024	0.30	335.00	100.50
11/13/2024	Karen Kimel Discuss analysis with A. Bonavota re discontinued activities. Call with B. Murray and D. Di Pasquale re Marina insurance documents.	0.75	770.00	577.50
11/13/2024	Adrianna Bonavota Prepare cash collection schedule and discussion with K. Kimel re same.	1.00	250.00	250.00
11/14/2024	Karen Kimel Call with D. Ullmann re FTI motion and other matters. Email to Siena re update on matters. Review Aide Memoire and comments email re same.	1.25	770.00	962.50
11/15/2024	Karen Kimel Call with Z. Rosen. Call with M. Sharma and A. Bonavota re Marina info. Call with Siena on Marina. Review updated Aide Memoire.	1.25	770.00	962.50
11/15/2024	Megha Sharma Call with K. Kimel, A. Bonavota and S. Connolly re Marina. Email and call with Intact re same. Email to BMO.	0.50	470.00	235.00
11/18/2024	Carol O'Donnell Verify bank and prepare GLs and Email.	0.20	335.00	67.00

Invoice No.: 20410772
 Date: 12/09/2024

Date	Name and Description	Hours	Rate	Amount
11/18/2024	Karen Kimel Review Aide Memoire. Emails with A. Bonavota re cost analysis. Email M. Pleon re Captive. Email Siena re requested analysis of remaining assets/costs.	0.50	770.00	385.00
11/18/2024	Shane Connolly Communications with IT Consultant/Richter team re searching for correspondence relating to ongoing litigation.	0.50	385.00	192.50
11/18/2024	Megha Sharma Follow up with IA group re update on collection accounts. Follow up with Intact re Marina Commodities documents.	0.20	470.00	94.00
11/19/2024	Karen Kimel Call with Z. Rosen re Marina. Attend case conference. Call with D. Ullmann re court attendance. Correspondence with Indalac. Review emails from IT discovery. Email to Siena re update on court hearing.	1.25	770.00	962.50
11/19/2024	Shane Connolly Communications with IT Consultant/Richter team re correspondence relating to ongoing litigation and review same.	1.00	385.00	385.00
11/19/2024	Adrianna Bonavota Search through all emails found on server from E. Shahrezari re Marina claim; Email correspondence with M. Shama and S. Connolly.	3.00	250.00	750.00
11/20/2024	Karen Kimel Call with D. Di Pasquale. Call with Z. Rosen. Email to Siena re update. Emails and calls with Richter team re Marina email process.	1.00	770.00	770.00
11/20/2024	Megha Sharma Review the emails shared by E. Shahrezari re Marina Commodities. Emails and calls with K. Kimel, A. Bonavota and Ehsan re same. Follow up emails and call with Intact re Marina documents. Email to IA Group.	1.50	470.00	705.00
11/21/2024	Karen Kimel Emails to Siena. Call with Siena before case conference. Call with Z. Rosen re same. Case conference. Emails with tax group.	0.75	770.00	577.50
11/21/2024	Shane Connolly Calls/emails with creditors/former employees re status of receivership proceedings/FTI sale process/amounts outstanding.	0.75	385.00	288.75
11/22/2024	Karen Kimel Review correspondence from Intact re Marina and email Z. Rosen re same. Emails to Richter team re email upload on Marina.	0.25	770.00	192.50

Invoice No.: 20410772
Date: 12/09/2024

Date	Name and Description	Hours	Rate	Amount
11/22/2024	Shane Connolly Communications with Richter team re submission of 2023 and 2024 outstanding corporate tax returns. Communications with IT Consultant/Richter team/counsel re review of correspondence on server and access to same.	1.25	385.00	481.25
11/22/2024	Megha Sharma Emails with Intact, E. Shahrezari and Richter team re Marina claim. Review emails from IA Group re collection account. Email with K Kimel re same.	0.45	470.00	211.50
Fees Total		38.05		\$ 21,136.00

Invoice No.: 20410772
Date: 12/09/2024

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 21,136.00
GST/HST #885435842 RT0001	2,747.68
Total Due	CAD \$ 23,883.68

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 01/08/2025
Invoice No.: 20410883
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended December 31, 2024 \$ 10,537.00

Disbursements 74.29

Sub-Total	10,611.29
GST/HST #885435842 RT0001	1,379.47
Total Due	CAD \$ 11,990.76

TORONTO

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MONTRÉAL

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20410883
Date: 01/08/2025

Fees			
Name	Hours	Rate	Amount
Adam Sherman	0.30	\$ 770.00	\$ 231.00
Adrianna Bonavota	1.00	250.00	250.00
Carol O'Donnell	2.90	335.00	971.50
Karen Kimel	7.55	770.00	5,813.50
Megha Sharma	2.40	470.00	1,128.00
Pascale Lareau	1.80	335.00	603.00
Shane Connolly	4.00	385.00	1,540.00
	19.95		\$ 10,537.00
Disbursements			
Postage/Courier			\$ 74.29
			\$ 74.29

Invoice No.: 20410883
 Date: 01/08/2025

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
11/19/2024	Adam Sherman Review/approve bank recs (\$CAN/\$US) for October 2024.	0.30	\$ 770.00	\$ 231.00
11/25/2024	Carol O'Donnell Prepare deposit. Prepare GLs and email.	0.30	335.00	100.50
11/25/2024	Karen Kimel Email correspondence with Lenczner.	0.10	770.00	77.00
11/25/2024	Megha Sharma Emails with IA Group re collection account. Discussion with K. Kimel re same. Email with Richter team re banking matters.	0.40	470.00	188.00
11/26/2024	Karen Kimel Review YoFiit proposal. Email to Siena re YoFiit proposal. Email to D. Ullmann.	0.75	770.00	577.50
11/27/2024	Carol O'Donnell Communicate with CPSC to obtain address, prepare wire transfer and update.	0.40	335.00	134.00
11/27/2024	Karen Kimel Review statement of claim re Marina and email to Z. Rosen re same. Email to Dack Trading. Wire re CPSC. Emails re tax work. Call with Z. Rosen.	1.50	770.00	1,155.00
11/27/2024	Shane Connolly Communications with Richter team re payment of outstanding invoices. Communications with creditors re status of receivership proceedings/amounts outstanding.	0.75	385.00	288.75
11/28/2024	Karen Kimel Call and emails with Z. Rosen. Calls and texts with D. Hanna. Shane re SGS. Review Murray affidavit.	0.50	770.00	385.00
11/28/2024	Megha Sharma Review Campo Fresco documents. Email with K. Kimel re same. Emails with K. Kimel, IA group and debtor re De Granos AR.	1.00	470.00	470.00
11/29/2024	Karen Kimel Call and emails with Z. Rosen. Call with D. Ullmann re YoFiit counteroffer. Call with Intact re Marina. Final review of CPSC material. Update Siena re same.	1.75	770.00	1,347.50
11/29/2024	Shane Connolly Communications with certificate providers/Richter team re testing/certification procedures and review same.	1.00	385.00	385.00
11/29/2024	Megha Sharma Call with J. Rampersad, Intact re Marina claim.	0.40	470.00	188.00

Invoice No.: 20410883
 Date: 01/08/2025

Date	Name and Description	Hours	Rate	Amount
12/02/2024	Karen Kimel Call with J. Rosenberg. Email J. Rosenberg re fixed assets. Email M. Weiner.	0.25	770.00	192.50
12/02/2024	Megha Sharma Update and finalize the letter of authorization for IA Group. Email to IA Group re same.	0.40	470.00	188.00
12/03/2024	Karen Kimel Email to M. Pleon.	0.10	770.00	77.00
12/05/2024	Carol O'Donnell Prepare wire transfer and update.	0.40	335.00	134.00
12/05/2024	Shane Connolly Communications with creditors re status of receivership proceedings/potential for distributions.	0.50	385.00	192.50
12/06/2024	Karen Kimel Call with J. Simpson re timeline	0.10	770.00	77.00
12/09/2024	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document	1.20	335.00	402.00
12/09/2024	Carol O'Donnell Verify bank and prepare GLs and email.	0.20	335.00	67.00
12/09/2024	Karen Kimel Discussion with A. Bonavota re GFI timeline and emails re same.	0.25	770.00	192.50
12/09/2024	Adrianna Bonavota Timeline of asset collection for Siena Lending and call with K. Kimel to discuss	1.00	250.00	250.00
12/10/2024	Carol O'Donnell Obtain information pertaining to the outstanding HST returns.	0.20	335.00	67.00
12/10/2024	Karen Kimel Call with J. Simpson re arbitration deadline. Email materials re same.	0.50	770.00	385.00
12/10/2024	Shane Connolly Calls/emails with Richter team re status of HST returns/discussions with CRA.	0.50	385.00	192.50
12/11/2024	Karen Kimel Call with M. Weiner. Email to R. Knight re captive.	0.50	770.00	385.00
12/12/2024	Carol O'Donnell Prepare wire transfers	0.40	335.00	134.00
12/12/2024	Karen Kimel Email to J. Rosenberg. Email to D. Ullmann.	0.10	770.00	77.00
12/13/2024	Pascale Lareau GST HST reconciliation November 2024	0.60	335.00	201.00

Invoice No.: 20410883
 Date: 01/08/2025

Date	Name and Description	Hours	Rate	Amount
12/16/2024	Carol O'Donnell Verify bank and email GLs.	0.20	335.00	67.00
12/16/2024	Karen Kimel Call with J Rosenberg re shared costs; walkthrough analysis. Email re same. Email to CGC.	0.75	770.00	577.50
12/17/2024	Karen Kimel Emails with Z Rosen re Marina.	0.15	770.00	115.50
12/18/2024	Shane Connolly Communications with consultant re invoice received/review same. Communications with creditors re update on receivership proceedings.	0.75	385.00	288.75
12/20/2024	Karen Kimel Emails with D Ullmann re YoFiit proposal.	0.25	770.00	192.50
12/20/2024	Shane Connolly Prepare payment requisition and communications with Richter team re same.	0.50	385.00	192.50
12/23/2024	Carol O'Donnell Prepare GL's and email. Prepare wire transfers and update.	0.80	335.00	268.00
12/23/2024	Megha Sharma Emails to IA Group re collection accounts.	0.20	470.00	94.00
Fees Total		19.95		\$ 10,537.00

Date	Name and Description	Hours	Rate	Amount
12/01/2024	Postage/Courier 12/01/2024: FedEx: 10/29/2024, BMO Bank N.A., Ref #779592371513			\$ 74.29
Disbursements Total				\$ 74.29

Invoice No.: 20410883
Date: 01/08/2025

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 10,611.29
GST/HST #885435842 RT0001	1,379.47
Total Due	CAD \$ 11,990.76

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 03/06/2025
Invoice No.: 20411132
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended February 28, 2025 \$ 24,521.25
Disbursements 1,749.07

Sub-Total	26,270.32
GST/HST #885435842 RT0001	3,415.14
Total Due	CAD \$ 29,685.46

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20411132
Date: 03/06/2025

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	3.90	\$ 340.00	\$ 1,326.00
Karen Kimel	25.45	785.00	19,978.25
Megha Sharma	0.20	470.00	94.00
Pascale Lareau	7.20	340.00	2,448.00
Ryan Di Stefano	4.50	150.00	675.00
	41.25		\$ 24,521.25
Disbursements			
Miscellaneous			\$ 1,749.07
			\$ 1,749.07

Invoice No.: 20411132
 Date: 03/06/2025

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
01/07/2025	Pascale Lareau Wire transfer	0.40	\$ 340.00	\$ 136.00
01/08/2025	Pascale Lareau Wire Transfer	0.40	340.00	136.00
01/08/2025	Karen Kimel Update call with Siena team. Call with D. Ullmann. Email re creditor issue. Email to D. Di Pasquale re taxes.	1.00	785.00	785.00
01/09/2025	Pascale Lareau Working on wires transfer	0.30	340.00	102.00
01/10/2025	Pascale Lareau Reconciliation GST HST December 2024	0.40	340.00	136.00
01/10/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2bks accts)	0.80	340.00	272.00
01/11/2025	Karen Kimel Email correspondence re Marina with Z. Rosen. Email update to Siena. Email to D. Ullmann. Review Marina response and email to Z. Rosen re same.	2.50	785.00	1,962.50
01/13/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document	0.40	340.00	136.00
01/13/2025	Karen Kimel Email to D. Hanna and B. Murray. Review response and email to Z. Rosen.	0.25	785.00	196.25
01/14/2025	Karen Kimel Call with Z. Rosen and email Siena update re same. Email re insurance captive.	0.75	785.00	588.75
01/15/2025	Carol O'Donnell Prepare wire transfers and update.	0.60	340.00	204.00
01/15/2025	Karen Kimel Call with Siena re Marina matter. Call with D. Hanna re response and emails with Z. Rosen re same.	1.00	785.00	785.00
01/16/2025	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
01/16/2025	Karen Kimel Call with Z. Rosen. Call with 35 Oak re tax. Emails re payments.	0.50	785.00	392.50
01/20/2025	Carol O'Donnell Verify bank and prepare general ledgers and email. Verify HST.	0.30	340.00	102.00
01/20/2025	Karen Kimel	1.00	785.00	785.00

Invoice No.: 20411132
 Date: 03/06/2025

Date	Name and Description	Hours	Rate	Amount
	Review Lenczner response to Marina materials and comments re same. Email to Siena. Emails to D. Hanna and B. Murray. Emails re IA Collection Group.			
01/21/2025	Pascale Lareau HST declaration Nov. and Dec. 2024	0.40	340.00	136.00
01/21/2025	Carol O'Donnell Verify bank for incoming wire transfer and update deposit.	0.20	340.00	68.00
01/21/2025	Karen Kimel Call with H. Singh re track vs. from facility shipment; call with D. Di Pasquale re similar sales. Review IA collection. Email J Rosenberg re HST. Email D Ullmann re costs. Review and comments on Marina material. Email with Siena.	1.25	785.00	981.25
01/22/2025	Karen Kimel Email to D. Ullmann re YoFiit. Email to Siena re same. Emails to Z. Rosen re Marina.	0.75	785.00	588.75
01/27/2025	Carol O'Donnell Update wire transfer. Update deposit, prepare GL's and email. Prepare schedule of T4s to be prepared.	0.90	340.00	306.00
01/27/2025	Karen Kimel Email to C. O'Donnell re T4s call with S Connolly re same. Review McCarthy court material and emails re same.	0.75	785.00	588.75
01/28/2025	Pascale Lareau T4s 2024	1.30	340.00	442.00
01/28/2025	Karen Kimel Emails to D. Ullmann and review email to McCarthy's. Email to Siena. Emails to Z. Rosen.	0.50	785.00	392.50
01/29/2025	Karen Kimel Call with J. Simpson	0.30	785.00	235.50
01/30/2025	Karen Kimel Review T4s	0.40	785.00	314.00
01/31/2025	Carol O'Donnell Transfer funds to general trust account to cover foreign exchange for wire transfer. Update transfer.	0.40	340.00	136.00
01/31/2025	Karen Kimel Call with J. Simpson. Emails with D. Ullmann.	0.25	785.00	196.25
02/03/2025	Carol O'Donnell Verify bank, prepare GLs and email.	0.20	340.00	68.00
02/03/2025	Karen Kimel Email to D. Ullmann.	0.10	785.00	78.50
02/04/2025	Karen Kimel	0.75	785.00	588.75

Invoice No.: 20411132
 Date: 03/06/2025

Date	Name and Description	Hours	Rate	Amount
	Loan audit balance discuss with R. Di Stefano and emails with J. Simpson. Review settlement offer from Marina. Emails to D. Ullmann re Big Sky.			
02/04/2025	Ryan Di Stefano Reconciled GFI Loan Ledger. Corresponded with K. Kimel	3.00	150.00	450.00
02/05/2025	Karen Kimel Call with D. Ullmann re Big Sky. Update call with Siena.	0.75	785.00	588.75
02/06/2025	Ryan Di Stefano Revised reconciliation of loan balance and updated file.	1.00	150.00	150.00
02/07/2025	Karen Kimel Email to M. Pleon re captive. Email C. O'Donnell re 35 Oak wire. Email instructions to D. Ullmann.	0.25	785.00	196.25
02/09/2025	Karen Kimel Finalize loan reconciliation and email to J. Simpson re same. Call with R. Di Stefano re same. Call with J. Simpson.	0.65	785.00	510.25
02/10/2025	Pascale Lareau Send update GL, wire transfer	0.40	340.00	136.00
02/10/2025	Karen Kimel Email to J. Basilone re loan balance.	0.25	785.00	196.25
02/11/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2bks accts)	0.80	340.00	272.00
02/11/2025	Pascale Lareau Wire transfer	0.40	340.00	136.00
02/11/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document	0.40	340.00	136.00
02/11/2025	Karen Kimel Email from Z. Rosen and email to Siena re same.	0.25	785.00	196.25
02/11/2025	Megha Sharma Emails with Richter team re admin matters.	0.20	470.00	94.00
02/13/2025	Karen Kimel Call with J. Simpson. Call with Z. Rosen re Marina. Review of YoFiit agreement. Call with R. Di Stefano re updating liquidation analysis.	1.50	785.00	1,177.50
02/13/2025	Ryan Di Stefano Updated account balance, corresponded with K. Kimel	0.50	150.00	75.00

Invoice No.: 20411132
 Date: 03/06/2025

Date	Name and Description	Hours	Rate	Amount
02/14/2025	Karen Kimel Call with T. Eubanks.	0.30	785.00	235.50
02/14/2025	Karen Kimel Email to Siena. Call with T. Eubanks.	0.45	785.00	353.25
02/18/2025	Pascale Lareau HST reconciliation Jan 2025	0.40	340.00	136.00
02/18/2025	Karen Kimel Emails re YoFiit and Big Sky agreements.	0.25	785.00	196.25
02/19/2025	Karen Kimel Call with M. Spence and email docs. Review YoFiit settlement.	1.00	785.00	785.00
02/20/2025	Karen Kimel Email from Z. Rosen re Marina. Email to Siena re Marina offer. Email to creditor. Email orders to C. O'Donnell for website.	0.50	785.00	392.50
02/21/2025	Carol O'Donnell Verify documents to be posted to website.	0.30	340.00	102.00
02/21/2025	Karen Kimel Call with A. Teodorescu re YoFiit settlement minutes. Call with Siena and Z. Rosen re Marina offer. Review offer re same. Calculation of remaining cash available to distribute in settlement. Review revised YoFiit and Marina agreements. Email re Al Hayah	2.25	785.00	1,766.25
02/22/2025	Karen Kimel Review Big Sky Agreement and comments re same. Emails to Z. Rosen and Siena.	1.00	785.00	785.00
02/24/2025	Carol O'Donnell Prepare deposit. Prepare GLs and email. Prepare wire transfer and update	0.60	340.00	204.00
02/25/2025	Pascale Lareau GST HST declaration Jan 2025	0.40	340.00	136.00
02/25/2025	Karen Kimel Emails with Siena and Z. Rosen. Call with J Simpson. Review Big Sky SPA. Call with Blaney re agreement. Call with M. Spence re Blaney letter.	1.50	785.00	1,177.50
02/26/2025	Karen Kimel Emails re Marina offer. Emails re Big Sky share sale. Emails to Intact. Review Big Sky SPA and email to 35 Oak.	2.00	785.00	1,570.00
02/27/2025	Karen Kimel Emails with Intact and Z. Rosen re Marina. Email to M. Pleon.	0.50	785.00	392.50
Fees Total		41.25		\$ 24,521.25

Invoice No.: 20411132
Date: 03/06/2025

Date 2262	Name and Description Name and Description	Hours Hours	Rate Rate	Amount Amount
Date	Name and Description	Hours	Rate	Amount
06/30/2024	Miscellaneous 06/30/2024: VI NFC Google Workspace			\$ 494.83
11/30/2024	Miscellaneous 11/30/2024: VI NFC Google Workspace			1,254.24
Disbursements Total				\$ 1,749.07

Invoice No.: 20411132
Date: 03/06/2025

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total		\$ 26,270.32
GST/HST #885435842 RT0001		3,415.14
Total Due	CAD	\$ 29,685.46

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 04/08/2025
Invoice No.: 20411288
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended April 4, 2025 \$ 9,677.75
Disbursements 3,762.72

Sub-Total		13,440.47
GST/HST #885435842 RT0001		1,747.26
Total Due	CAD	\$ 15,187.73

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20411288
Date: 04/08/2025

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	2.80	\$ 340.00	\$ 952.00
Karen Kimel	9.35	785.00	7,339.75
Pascale Lareau	3.90	340.00	1,326.00
Ryan Di Stefano	0.40	150.00	60.00
	16.45		\$ 9,677.75
Disbursements			
Miscellaneous			\$ 3,762.72
			\$ 3,762.72

Invoice No.: 20411288
 Date: 04/08/2025

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
03/03/2025	Carol O'Donnell Verify bank and update, email general ledgers.	0.20	\$ 340.00	\$ 68.00
03/03/2025	Karen Kimel Call with D. Edwards re T4 Slip.	0.25	785.00	196.25
03/04/2025	Karen Kimel Emails with Intact re Marina. Update emails to Siena. Email to 35 Oak.	0.25	785.00	196.25
03/05/2025	Karen Kimel Call with D. Di Pasquale re D. Edwards source and other matters. Emails to A. Teodorescu re YoFiit agreement	0.50	785.00	392.50
03/06/2025	Karen Kimel Email to Blaney re YoFiit. Updates to Siena re various remaining assets.	0.25	785.00	196.25
03/08/2025	Karen Kimel Review captive, summary of same. Email to Blaney and email to Siena re same.	0.60	785.00	471.00
03/10/2025	Carol O'Donnell Verify bank and prepare general ledgers and email.	0.20	340.00	68.00
03/10/2025	Karen Kimel Emails to A. Teodorescu re VTB and review of material. Call with J. Simpson. Net cash summary to GFI. Email FTI re costs. Emails with C. O'Donnell re payments.	0.75	785.00	588.75
03/10/2025	Ryan Di Stefano File revisions and updates. Correspondence with K. Kimel.	0.40	150.00	60.00
03/11/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2bks accts).	0.80	340.00	272.00
03/11/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document.	0.40	340.00	136.00
03/11/2025	Carol O'Donnell Prepare wire transfer and update. Verify bank for incoming wire transfers and prepare deposit.	0.50	340.00	170.00
03/11/2025	Karen Kimel Email with C. O'Donnell.	0.10	785.00	78.50
03/12/2025	Pascale Lareau GST HST reconciliation Feb.2025	0.40	340.00	136.00
03/12/2025	Karen Kimel Review HST calculation	0.10	785.00	78.50

Invoice No.: 20411288
 Date: 04/08/2025

Date	Name and Description	Hours	Rate	Amount
03/13/2025	Karen Kimel Execute minutes of YoFiit settlement. Emails with J. Simpson.	0.20	785.00	157.00
03/14/2025	Carol O'Donnell Send T4 to H. Singh. Follow up on HST.	0.20	340.00	68.00
03/17/2025	Carol O'Donnell Verify bank and prepare GLs and email. Prepare a list of payments made to H. Singh and email.	0.40	340.00	136.00
03/17/2025	Karen Kimel Call with J. Simpson.	0.25	785.00	196.25
03/19/2025	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
03/19/2025	Karen Kimel Call with T. Eubanks and J. Simpson. Call with D. Giantsopolous and email re same.	1.00	785.00	785.00
03/20/2025	Karen Kimel Call with M. Weiner/K. Weiner 35 Oak. Prepare weekly cash flow illustration and email Siena re same.	0.75	785.00	588.75
03/24/2025	Pascale Lareau Wire transfer.	0.30	340.00	102.00
03/24/2025	Karen Kimel Email to D. Giantsopolous re captive. Execute settlement minutes and emails to Intact and Siena re same.	0.40	785.00	314.00
03/25/2025	Karen Kimel Email to FTI/McCarthy re costs. Call with H. Lai. Review Big Sky closing docs.	0.75	785.00	588.75
03/26/2025	Karen Kimel Call with Big Sky and MNP re tax election filings. Execute Big Sky docs. Email re captive.	0.50	785.00	392.50
03/27/2025	Karen Kimel Call with H. Lai to confirm wire. Email re distribution notice. Update to Siena. Call with J. Rosenberg on costs.	0.50	785.00	392.50
03/28/2025	Pascale Lareau Wire transfer.	0.50	340.00	170.00
03/28/2025	Karen Kimel Emails to FTI re cost sharing, wire re CGC payment and email to CGC re same. Call with J. Zeidel. Review distribution notice.	0.75	785.00	588.75
03/31/2025	Pascale Lareau Deposit	0.30	340.00	102.00
03/31/2025	Carol O'Donnell Verify bank and email copies of general ledgers.	0.20	340.00	68.00

Invoice No.: 20411288
Date: 04/08/2025

Date	Name and Description	Hours	Rate	Amount
03/31/2025	Karen Kimel Update to Siena.	0.10	785.00	78.50
04/01/2025	Karen Kimel Emails re HST Filing. Update to creditor.	0.20	785.00	157.00
04/02/2025	Carol O'Donnell Verify for wire transfer, update deposit.	0.30	340.00	102.00
04/02/2025	Karen Kimel Email to C. O'Donnell re cost allocation. Update to Siena. Email to H. Lai.	0.40	785.00	314.00
04/03/2025	Karen Kimel Emails re HST account.	0.25	785.00	196.25
04/04/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document (2 bks accts).	0.80	340.00	272.00
04/04/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document.	0.40	340.00	136.00
04/04/2025	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
04/04/2025	Karen Kimel Wire to Siena. Review captive markup. Emails with FTI re HST.	0.50	785.00	392.50
Fees Total		16.45		\$ 9,677.75
Date	Name and Description	Hours	Rate	Amount
12/31/2024	Miscellaneous 12/31/2024: VI NFC Google Workspace			\$ 1,254.24
01/31/2025	Miscellaneous 01/31/2025: VI NFC Google Workspace			1,254.24
02/28/2025	Miscellaneous 02/28/2025: VI NFC Google Workspace			1,254.24
Disbursements Total				\$ 3,762.72

Invoice No.: 20411288
Date: 04/08/2025

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total		\$ 13,440.47
GST/HST #885435842 RT0001		1,747.26
Total Due	CAD	\$ 15,187.73

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 05/15/2025
Invoice No.: 20411488
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended May 10, 2025 \$ 10,885.25

Sub-Total		10,885.25
GST/HST #885435842 RT0001		1,415.08
Total Due	CAD	\$ 12,300.33

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20411488
Date: 05/15/2025

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	5.60	\$ 340.00	\$ 1,904.00
Joe Triolo	1.00	760.00	760.00
Karen Kimel	8.35	785.00	6,554.75
Pascale Lareau	1.60	340.00	544.00
Ryan Di Stefano	3.75	150.00	562.50
William Becke	2.00	280.00	560.00
	22.30		\$ 10,885.25

Invoice No.: 20411488
 Date: 05/15/2025

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
04/07/2025	Carol O'Donnell Verify bank and prepare General Ledgers and email.	0.20	\$ 340.00	\$ 68.00
04/08/2025	Karen Kimel Email to Maersk. Emails re D&O.	0.25	785.00	196.25
04/09/2025	Karen Kimel Emails with D. Di Pasquale and FTI. Call with J. Latham re discharge order of FTI.	0.50	785.00	392.50
04/10/2025	Carol O'Donnell Meeting with D. Di Pasquale regarding HST online.	0.30	340.00	102.00
04/10/2025	Karen Kimel Call with D. Ullmann re D&O claim etc. Email Siena re update on FTI report.	0.50	785.00	392.50
04/11/2025	Carol O'Donnell Prepare wire transfer and update. Update creditor list.	0.40	340.00	136.00
04/11/2025	Karen Kimel Email/call with D. Ullmann. Emails with Intact and email to Siena re same.	0.50	785.00	392.50
04/13/2025	Karen Kimel Email to Indalac.	0.20	785.00	157.00
04/14/2025	Carol O'Donnell Verify bank, prepare GLs and email. Review of HST issue, communications with B. Murray. Email to B. Murray. Request an update to the statement of account from CRA regarding WEPP.. Review of o/s claimants for WEPP.	1.40	340.00	476.00
04/14/2025	Karen Kimel Emails with C. O'Donnell and B. Murray re HST returns. Review materials re D&O claim and motion re lift stay order. Emails to Blaney re same.	0.75	785.00	588.75
04/15/2025	Pascale Lareau HST Reconciliation March 2025	0.40	340.00	136.00
04/15/2025	Karen Kimel Emails with B. Murray. Review/approve HST reconciliation.	0.40	785.00	314.00
04/21/2025	Karen Kimel Emails with Blaneys re FTI motion. Call with D. Ullmann re same. Email to iA collection group. Email to J. Rosenberg.	0.50	785.00	392.50
04/22/2025	Carol O'Donnell Verify bank for incoming funds, prepare deposit. Prepare GLs and email. Update WEPP schedule, discussion with K. Kimel	0.80	340.00	272.00

Invoice No.: 20411488
 Date: 05/15/2025

Date	Name and Description	Hours	Rate	Amount
04/22/2025	Karen Kimel Email to FTI re Columbia Grain and review previous communications on same. Call with J. Simpson. Call with C. O'Donnell re WEPP. Email to shareholder. Email to D. Di Pasquale re financials. Emails re Marina payment. Email to J. Latham.	1.00	785.00	785.00
04/23/2025	Karen Kimel Email re Labrozi. Email re tax returns. Email to Blaney.	0.25	785.00	196.25
04/24/2025	Carol O'Donnell Prepare wire transfers and update.	0.40	340.00	136.00
04/25/2025	Carol O'Donnell Obtain FTI's orders and post to website.	1.30	340.00	442.00
04/28/2025	Carol O'Donnell Prepare GL's and email.	0.20	340.00	68.00
04/28/2025	Karen Kimel Update liquidation and loan schedules. Call with R. Di Stefano re same. Review legal expenses related to Big Sky.	1.50	785.00	1,177.50
04/29/2025	Ryan Di Stefano Loan ledger updates.	1.00	150.00	150.00
04/30/2025	Karen Kimel Call with R. Di Stefano. Emails re YoFiit. Emails re distribution. Emails re captive.	0.75	785.00	588.75
04/30/2025	Ryan Di Stefano Loan ledger revisions and reconciliation.	1.25	150.00	187.50
05/01/2025	Karen Kimel Update email to J. Simpson.	0.25	785.00	196.25
05/01/2025	Ryan Di Stefano Liquidation analysis and reconciliation.	1.50	150.00	225.00
05/02/2025	Karen Kimel Emails re WEPP filings. Review distribution notice.	0.25	785.00	196.25
05/04/2025	Karen Kimel Email re filing. Emails re contact info for employees.	0.25	785.00	196.25
05/07/2025	Pascale Lareau Prepare bank reconciliation, pdf, update bank reconciliation file and follow-up for signature, filing document.	1.20	340.00	408.00
05/07/2025	Carol O'Donnell Communications with employees regarding filing of WEPP claims.	0.20	340.00	68.00
05/07/2025	Karen Kimel Email with Marsh.	0.25	785.00	196.25
05/08/2025	Joe Triolo	1.00	760.00	760.00

Invoice No.: 20411488
Date: 05/15/2025

Date	Name and Description	Hours	Rate	Amount
	March 31, 2024 tax return.			
05/09/2025	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
05/09/2025	Karen Kimel Follow up re captive. Email to J. Simpson. Email to AAA.	0.25	785.00	196.25
05/09/2025	William Becke Importing TB and mapping GIFL, copying in prior year T2 into taxprep	2.00	280.00	560.00
Fees Total		22.30		\$ 10,885.25

Invoice No.: 20411488
Date: 05/15/2025

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total		\$ 10,885.25
GST/HST #885435842 RT0001		1,415.08
Total Due	CAD	\$ 12,300.33

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

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RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 16/9/25
Invoice No.: 20412029
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended September 12, 2025 \$ 28,804.85
Disbursements 7,396.34

Sub-Total		36,201.19
GST/HST #885435842 RT0001		4,706.15
Total Due	CAD	\$ 40,907.34

TORONTO

Richter Inc.
181 Bay St., #3510
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416.488.2345

MONTRÉAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20412029
Date: 16/9/25

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	8.00	\$ 340.00	\$ 2,720.00
Joe Triolo	0.50	760.00	380.00
Karen Kimel	10.30	785.00	8,085.50
Matthew Fantauzzi	2.50	895.00	2,237.50
Pascale Lareau	3.70	340.00	1,258.00
Rachel McKellar	5.50	165.00	907.50
Samriti Sally	1.84	190.00	349.60
Shuyan Gu	16.95	345.00	5,847.75
Vicky Perahoritis	3.35	340.00	1,139.00
William Becke	21.00	280.00	5,880.00
	73.64		\$ 28,804.85
Disbursements			
Miscellaneous			\$ 7,199.85
Postage/Courier			196.49
			\$ 7,396.34

Invoice No.: 20412029
 Date: 16/9/25

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
12/5/25	Pascale Lareau GST HST reconciliation April 30, 2025 and declaration	0.60	\$ 340.00	\$ 204.00
12/5/25	Carol O'Donnell Verify bank accounts and prepare GL's and email.	0.20	340.00	68.00
12/5/25	Karen Kimel Emails with Richter tax and D. Di Pasquale.	0.25	785.00	196.25
12/5/25	William Becke Preparing T2, mapping GIFI, questions for client	4.50	280.00	1,260.00
13/5/25	Carol O'Donnell Communication with employee regarding filing of WEPP.	0.10	340.00	34.00
13/5/25	Karen Kimel Email to WCB.	0.25	785.00	196.25
13/5/25	William Becke Emails with D. Di Pasquale	0.25	280.00	70.00
14/5/25	Carol O'Donnell Prepare wire transfers and update.	0.40	340.00	136.00
14/5/25	Karen Kimel Email to FTI re HST.	0.25	785.00	196.25
16/5/25	Pascale Lareau Wire trsf to Richter	0.30	340.00	102.00
16/5/25	Karen Kimel Email update to J Simpson.	0.20	785.00	157.00
19/5/25	Karen Kimel Email to J Simpson.	0.10	785.00	78.50
20/5/25	Carol O'Donnell Verify bank and email GL's.	0.20	340.00	68.00
23/5/25	Karen Kimel Email to D Di Pasquale re finalize tax return.	0.10	785.00	78.50
25/5/25	Karen Kimel Email to Indalac	0.25	785.00	196.25
26/5/25	Carol O'Donnell Verify bank, prepare GLs and email.	0.20	340.00	68.00
26/5/25	Vicky Perahoritis Wire transfer to Blaney McMurty LLP	0.15	340.00	51.00
26/5/25	Karen Kimel Email to Blaney. Email to Lenczner.	0.10	785.00	78.50
27/5/25	Carol O'Donnell Verify bank, prepare deposit.	0.10	340.00	34.00
27/5/25	Karen Kimel	0.75	785.00	588.75

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
	Emails re Marina last payment. Update to Siena re same. Walk through update on planned payments with A Papadopoulos and review re same. Email Blaney re distribution notice.			
29/5/25	Carol O'Donnell Prepare wire transfer.	0.20	340.00	68.00
29/5/25	Vicky Perahoritis Posted wire transfer payment to general ledger	0.40	340.00	136.00
30/5/25	Karen Kimel Email re captive.	0.25	785.00	196.25
1/6/25	Karen Kimel Follow up email to Blaney.	0.10	785.00	78.50
2/6/25	Carol O'Donnell Verify bank, update, prepare GL's and email. Post document to website.	0.40	340.00	136.00
2/6/25	Karen Kimel Emails to Blaney re distribution. Email T5s. Update email re website. Review shareholder agreement and email to D Ullmann re same. Email to Cubecom.	0.75	785.00	588.75
2/6/25	William Becke Reviewing the GIFI for all prior year files and updating current year GIFI	1.75	280.00	490.00
3/6/25	Karen Kimel Call with D Ullmann re captive. Email re mail redirection. Emails re lift stay attendance.	0.50	785.00	392.50
4/6/25	Karen Kimel Emails to Blaney.	0.25	785.00	196.25
5/6/25	Karen Kimel Emails re captive.	0.25	785.00	196.25
6/6/25	Carol O'Donnell Prepare wire transfer, update.	0.40	340.00	136.00
6/6/25	Karen Kimel Emails re captive, update email to Siena.	0.50	785.00	392.50
9/6/25	Pascale Lareau Reconciliation of HST May 2025	0.40	340.00	136.00
9/6/25	Carol O'Donnell Prepare GL's and email. Prepare wire transfer and update. Transfer funds from US to CDN.	0.80	340.00	272.00
9/6/25	Vicky Perahoritis Prepared the general ledgers for the US and CDN accounts as of June 6, 2025, for distribution to the interested parties; sent to Carol for review.	0.20	340.00	68.00

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
9/6/25	Karen Kimel Email re distribution.	0.10	785.00	78.50
9/6/25	Rachel McKellar PY TB, schedules 1, 5 and 8	5.50	165.00	907.50
10/6/25	William Becke Update with Rachel about file progression	0.25	280.00	70.00
11/6/25	Karen Kimel Emails re tax returns.	0.10	785.00	78.50
11/6/25	William Becke Reviewing info from client, updating T2	3.75	280.00	1,050.00
12/6/25	William Becke Reviewing PPA document and email to David	1.25	280.00	350.00
13/6/25	Karen Kimel Email re finalization of tax return.	0.25	785.00	196.25
13/6/25	William Becke Updating T2 for PPA entries	1.50	280.00	420.00
14/6/25	Karen Kimel Preparation of GFI loan reconciliation for McCarthy	0.50	785.00	392.50
16/6/25	Vicky Perahoritis Secured legal documents received (Aide Memoire of the Appellant & Endorsement of Justice Steele dated June 4, 2025), per protocol; posted on website and filed with OSB.	0.50	340.00	170.00
16/6/25	Shuyan Gu Discussion w/ WB re: T2 S8, opening RE	2.00	345.00	690.00
17/6/25	William Becke Discussion with Shuyan about T2	1.75	280.00	490.00
18/6/25	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
18/6/25	Karen Kimel Emails re tax returns.	0.10	785.00	78.50
20/6/25	Vicky Perahoritis Secured legal documents received (Counsel Slip/Endorsement of Justice Steele dated June 19.2025), per protocol; posted on website and filed with OSB.	0.50	340.00	170.00
20/6/25	Karen Kimel Call with Richter tax team on update.	0.25	785.00	196.25
20/6/25	Shuyan Gu Group meeting to discuss T2	0.50	345.00	172.50
20/6/25	William Becke Call with Karen and Joe about T2	0.25	280.00	70.00
21/6/25	Karen Kimel	0.50	785.00	392.50

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
	Email to D Di Pasquale. Email re insurance captive funds. Call with B Rajotte.			
23/6/25	Vicky Perahoritis Prepared the weekly estate general ledger as of June 20 and emailed to the representatives of Siena Financial Group LLC Canada.	0.20	340.00	68.00
23/6/25	Karen Kimel Email to Blaney re distribution notice.	0.15	785.00	117.75
23/6/25	William Becke Updating file for info from David re: opening RE difference	0.50	280.00	140.00
25/6/25	Vicky Perahoritis Organized invoice details in PDF format for payment via wire transfer, including cross-referencing with payment instructions.	0.15	340.00	51.00
25/6/25	Vicky Perahoritis Secured notices of distribution per required protocol; discussed notices with CD; filed notices and post on designated website.	0.50	340.00	170.00
25/6/25	Karen Kimel Email re distribution. Emails to FTI re insurance payments. Email re NOA.	0.40	785.00	314.00
26/6/25	Pascale Lareau HST declaration May 2025	0.30	340.00	102.00
26/6/25	Carol O'Donnell Prepare wire transfer and update. Obtain copies of Notice of distribution to be posted to website.	0.50	340.00	170.00
26/6/25	Vicky Perahoritis Secured Factum of Applicant (Moving Party) (Lift of Stay) dated June 26, 2025 per required protocol; posted Factum on designated website, and emailed Factum to the OSB.	0.20	340.00	68.00
26/6/25	Vicky Perahoritis Posted Notice of Distributions as per email request, on designated website and emailed said Notices to the OSB	0.20	340.00	68.00
30/6/25	Vicky Perahoritis Prepared the weekly estate general ledger as of June 20 and emailed to the representatives of Siena Financial Group LLC Canada.	0.20	340.00	68.00
2/7/25	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
2/7/25	Vicky Perahoritis Reviewed wire transfer addressed to Siena Lending Group LLC Canada.	0.15	340.00	51.00

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
2/7/25	Karen Kimel Call with A Teodorescu re lift stay.	0.25	785.00	196.25
2/7/25	William Becke Updating T2 for responses from David	0.25	280.00	70.00
8/7/25	Shuyan Gu T2 review	1.60	345.00	552.00
9/7/25	Pascale Lareau GST QST reconciliation June 2025	0.50	340.00	170.00
9/7/25	Shuyan Gu T2 review	5.50	345.00	1,897.50
10/7/25	William Becke Call with Shuyan about tax issue notes	0.50	280.00	140.00
11/7/25	Karen Kimel Emails re finalizing tax return.	0.10	785.00	78.50
11/7/25	Shuyan Gu Call w/ WB re: T2; updates	0.50	345.00	172.50
11/7/25	William Becke Clearing T2 issue notes	0.50	280.00	140.00
14/7/25	William Becke Call with Shuyan to go over T2 issue notes and email client	0.75	280.00	210.00
15/7/25	Pascale Lareau Wire transfer	0.30	340.00	102.00
21/7/25	Carol O'Donnell Prepare GL's and email.	0.20	340.00	68.00
21/7/25	Karen Kimel Call with D Ullmann re language for D&O indemnity. Email to D DiPasquale and C O'Donnell re same.	0.25	785.00	196.25
22/7/25	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
23/7/25	Karen Kimel Email to D Hanna re indemnity and discussions with D Ullmann re same.	0.25	785.00	196.25
24/7/25	Carol O'Donnell Prepare wire transfers and update.	0.40	340.00	136.00
24/7/25	Karen Kimel Emails re computer pick up.	0.10	785.00	78.50
25/7/25	William Becke Addressing responses from David and adding to file	1.50	280.00	420.00
28/7/25	Carol O'Donnell Prepare GL's and email.	0.20	340.00	68.00
28/7/25	Karen Kimel	0.25	785.00	196.25

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
	Employee call.			
29/7/25	Karen Kimel Pick up of equipment.	0.10	785.00	78.50
29/7/25	Shuyan Gu Clear tax notes; discussion w/ WB re: goodwill	3.25	345.00	1,121.25
30/7/25	Karen Kimel Emails re tax returns.	0.20	785.00	157.00
30/7/25	Matthew Fantauzzi Global Foods - tax review	1.00	895.00	895.00
31/7/25	Karen Kimel Discussion with M. Fantauzzi re taxes.	0.25	785.00	196.25
31/7/25	Shuyan Gu Discussion re: outstanding issues; finalization	1.50	345.00	517.50
31/7/25	William Becke Discussion with Shuyan about T2s and things to do for May YE T2s	0.50	280.00	140.00
31/7/25	Samriti Sally call with Will	0.09	190.00	17.10
1/8/25	Matthew Fantauzzi Global Foods - tax review	1.00	895.00	895.00
1/8/25	Samriti Sally file prep - may 2024 and discussion with W. Becke	1.75	190.00	332.50
4/8/25	Carol O'Donnell Update interest and prepare GL's and email.	0.40	340.00	136.00
5/8/25	Karen Kimel Emails to tax team.	0.10	785.00	78.50
5/8/25	Joe Triolo Call with tax team regarding fiscal 2023 tax returns.	0.50	760.00	380.00
5/8/25	Matthew Fantauzzi tax review	0.50	895.00	447.50
5/8/25	Shuyan Gu Meeting w/ team & outstanding questions	2.10	345.00	724.50
5/8/25	William Becke Discussion with tax team about whatas left to do and email to David	0.50	280.00	140.00
6/8/25	Carol O'Donnell Prepare wire transfer	0.40	340.00	136.00
7/8/25	Carol O'Donnell Post wire transfer.	0.10	340.00	34.00
11/8/25	Carol O'Donnell Update bank accounts, prepare GL's and email.	0.30	340.00	102.00

Invoice No.: 20412029
 Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
11/8/25	Karen Kimel Update call with Siena.	0.25	785.00	196.25
12/8/25	Karen Kimel Call with D Ullmann re discharge, distribution. Emails re google account.	0.25	785.00	196.25
13/8/25	Carol O'Donnell Post document to website.	0.20	340.00	68.00
13/8/25	Karen Kimel Emails with Siena. Emails with Blaney re distribution. Review distribution letter. Emails with D Hanna.	0.75	785.00	588.75
18/8/25	Carol O'Donnell Prepare GL's and email. Verify bank for incoming wire transfer, update.	0.30	340.00	102.00
20/8/25	Pascale Lareau HST reconciliation July 2025	0.60	340.00	204.00
25/8/25	Carol O'Donnell Update wire transfer. Update deposit. Prepare GL's and email.	0.40	340.00	136.00
2/9/25	Carol O'Donnell Verify bank account, prepare general ledgers and email.	0.20	340.00	68.00
5/9/25	Pascale Lareau Reconciliation and declaration HST declaration Aug.2025	0.40	340.00	136.00
8/9/25	Pascale Lareau HST declaration Aug.2025	0.30	340.00	102.00
8/9/25	Carol O'Donnell Verify bank, update. Prepare GL's and email.	0.20	340.00	68.00
10/9/25	William Becke Preparing file for signatures	0.75	280.00	210.00
Fees Total		73.64		\$ 28,804.85

Date	Name and Description	Hours	Rate	Amount
31/3/25	Miscellaneous 03/31/2025: VI NFC Google Workspace			\$ 1,303.85
30/4/25	Miscellaneous 04/30/2025: VI NFC Google Workspace			1,474.00
1/6/25	Miscellaneous 06/01/2025: VI NFC Google Workspace			1,474.00
1/7/25	Miscellaneous 07/01/2025: VI NFC Google Workspace			1,474.00
1/8/25	Miscellaneous			1,474.00

Invoice No.: 20412029
Date: 16/9/25

Date	Name and Description	Hours	Rate	Amount
	08/01/2025: VI NFC Google Workspace			
3/6/25	Postage/Courier			196.49
	06/03/2025: Redirection of mail			
Disbursements Total				\$ 7,396.34

Invoice No.: 20412029
Date: 16/9/25

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 36,201.19
GST/HST #885435842 RT0001	4,706.15
Total Due	CAD \$ 40,907.34

Payment Options

**At this time, we ask that payment not be made by cheque.
Please use one of the payment options below. We appreciate your collaboration.**

Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

Email payment details, including invoice number and amount paid to:
ClientService@richter.ca

Credit Card payments can be made by contacting us as indicated below.

Inquiries: please call our general line 416.488.2345 or e-mail ClientService@richter.ca
Please note the legal name change of this entity from Richter Advisory Group Inc. to Richter Inc.
Interest on overdue accounts accrues at 12% per annum starting 30 days following the date of our invoice.

TORONTO

Richter Inc.
181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

RICHTER
BUSINESS | FAMILY OFFICE

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 11/20/2025
Invoice No.: 20412317
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended November 14, 2025 \$ 7,899.70
Disbursements 1,035.53

Sub-Total	8,935.23
GST/HST #885435842 RT0001	1,161.58
Total Due	CAD \$ 10,096.81

TORONTO

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181 Bay St., #3510
Bay Wellington Tower
Toronto ON M5J 2T3
416.488.2345

MONTRÉAL

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514.934.3400

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20412317
 Date: 11/20/2025

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	2.20	\$ 340.00	\$ 748.00
Ella Olsha	1.00	150.00	150.00
Karen Kimel	0.70	785.00	549.50
Lev Levental	0.50	450.00	225.00
Pascale Lareau	1.50	340.00	510.00
Richard You	1.25	125.00	156.25
Samriti Sally	12.58	190.00	2,390.20
Shuyan Gu	6.35	345.00	2,190.75
William Becke	3.50	280.00	980.00
	29.58		\$ 7,899.70

Disbursements

Miscellaneous	\$ 570.58
Postage/Courier	325.26
Storage	139.69
	\$ 1,035.53

Invoice No.: 20412317
 Date: 11/20/2025

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
09/08/2025	Shuyan Gu Finalize tax return	2.10	\$ 345.00	\$ 724.50
09/19/2025	Karen Kimel Call with D. Ullmann re Big Sky returns.	0.10	785.00	78.50
09/19/2025	William Becke Call with S. Sally about 2025 year ends, and sending email to D. Di Pasquale explaining new year end and requesting info; Discussion with S. Gu about year end determination	0.75	280.00	210.00
09/22/2025	Karen Kimel Emails re HST refunds.	0.25	785.00	196.25
09/24/2025	Carol O'Donnell Prepare GL's for preparation of income tax.	0.30	340.00	102.00
09/26/2025	William Becke Call with S. Sally about combining TBs	0.25	280.00	70.00
09/26/2025	Samriti Sally Call with W. Becke and looked at documents provided and emailed for CW roll fw	1.58	190.00	300.20
09/29/2025	Karen Kimel Email to D. DiPasquale.	0.10	785.00	78.50
09/30/2025	Samriti Sally File prep	0.91	190.00	172.90
10/01/2025	Samriti Sally File prep and discussion with W. Becke and email to K. Kimel	4.67	190.00	887.30
10/06/2025	Carol O'Donnell Verify bank balances, update, prepare GL's and email.	0.20	340.00	68.00
10/07/2025	Carol O'Donnell Respond to inquiries from S. Sally	0.10	340.00	34.00
10/07/2025	Samriti Sally Email with C. O'Donnell re TB/file completed/file updated to CW 2024; File prep and call with W. Becke and file moved to W. Becke	2.92	190.00	554.80
10/09/2025	Pascale Lareau GST HST reconciliation Sept 2025	0.40	340.00	136.00
10/09/2025	Samriti Sally File prep and call with W. Becke and file moved to W. Becke	2.50	190.00	475.00
10/10/2025	Shuyan Gu T2	3.50	345.00	1,207.50
10/14/2025	Carol O'Donnell Verify bank account, update transactions, prepare GL's and email	0.30	340.00	102.00

Invoice No.: 20412317
 Date: 11/20/2025

Date	Name and Description	Hours	Rate	Amount
10/16/2025	Pascale Lareau Deposit	0.40	340.00	136.00
10/20/2025	Carol O'Donnell Verify bank, update, prepare GL's and email	0.20	340.00	68.00
10/21/2025	Carol O'Donnell Prepare wire transfer.	0.30	340.00	102.00
10/21/2025	Richard You Calls regarding unclaimed WEPP	0.75	125.00	93.75
10/23/2025	William Becke T2 review	1.25	280.00	350.00
10/23/2025	Richard You Calls to employees regarding WEPP applications; update of relevant data tables.	0.50	125.00	62.50
10/27/2025	Carol O'Donnell Update wire transfer, prepare GL's and email.	0.20	340.00	68.00
10/27/2025	Karen Kimel Email re YoFiit collection of final amount. Email to Blaney and Email to Siena re same.	0.25	785.00	196.25
10/27/2025	William Becke Reviewing T2	0.25	280.00	70.00
10/30/2025	Pascale Lareau Deposit	0.30	340.00	102.00
11/03/2025	Carol O'Donnell Update and prepare GL's and email.	0.20	340.00	68.00
11/04/2025	Lev Levental Compliance - tax review	0.50	450.00	225.00
11/04/2025	William Becke File review	1.00	280.00	280.00
11/06/2025	Ella Olsha WEPPA calls to 5 employees, Confirmation of WEPPA payment and email correspondence re: unsubmitted claims	1.00	150.00	150.00
11/10/2025	Pascale Lareau HST reconciliation Oct 2025	0.40	340.00	136.00
11/10/2025	Carol O'Donnell Verify bank balances, prepare GL's and email	0.20	340.00	68.00
11/10/2025	Carol O'Donnell Verify bank, prepare GL's and email.	0.20	340.00	68.00
11/11/2025	Shuyan Gu 2025 T2	0.75	345.00	258.75
Fees Total		29.58		\$ 7,899.70

Invoice No.: 20412317
Date: 11/20/2025

Date	Name and Description	Hours	Rate	Amount
08/13/2025	Miscellaneous 08/13/2025: VI NFC Google Workspace			\$ 570.58
09/01/2025	Storage Access Information Management of Canada ULC: 09/30/2025 Storage			134.50
10/01/2025	Storage Access Information Management of Canada ULC: 10/31/2025 Storage			5.19
09/29/2025	Postage/Courier 09/29/2025: Redirection of mail			305.46
10/31/2025	Postage/Courier 10/31/2025: OT Courier			19.80
Disbursements Total				\$ 1,035.53

Invoice No.: 20412317
Date: 11/20/2025

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 8,935.23
GST/HST #885435842 RT0001	1,161.58
Total Due	CAD \$ 10,096.81

Payment Options

**At this time, we ask that payment not be made by cheque.
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525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR

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Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 03/10/2026
Invoice No.: 20412746
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended January 9, 2026 \$ 4,901.65

Disbursements 10.25

Sub-Total 4,911.90

GST/HST #885435842 RT0001 638.55

Total Due CAD **\$ 5,550.45**

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20412746
Date: 03/10/2026

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	2.80	\$ 340.00	\$ 952.00
Ella Olsha	1.25	225.00	281.25
Karen Kimel	1.80	785.00	1,413.00
Pascale Lareau	1.00	340.00	340.00
Samriti Sally	0.41	190.00	77.90
Shuyan Gu	3.50	345.00	1,207.50
William Becke	2.25	280.00	630.00
	13.01		\$ 4,901.65
Disbursements			
Storage			\$ 10.25
			\$ 10.25

Invoice No.: 20412746
 Date: 03/10/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
11/17/2025	Pascale Lareau HST declaration Oct.2025	0.30	\$ 340.00	\$ 102.00
11/17/2025	Karen Kimel Review HST reconciliation.	0.10	785.00	78.50
11/18/2025	William Becke Clearing tax issue notes; Call with S. Gu to discuss issue notes; Call with Shuyan to discuss issue notes; Clearing tax issue notes	2.25	280.00	630.00
11/18/2025	Samriti Sally Looked for Inventory AJE back up PDW W. Becke	0.41	190.00	77.90
11/20/2025	Pascale Lareau Prepare Wire transfer	0.30	340.00	102.00
11/21/2025	Shuyan Gu Top level review	2.50	345.00	862.50
11/24/2025	Carol O'Donnell Verify bank and prepare GL's and email.	0.20	340.00	68.00
11/26/2025	Karen Kimel Emails re YoFiit.	0.25	785.00	196.25
11/27/2025	Carol O'Donnell Prepare wire transfers.	0.50	340.00	170.00
11/28/2025	Carol O'Donnell Bank for incoming wire and update deposit.	0.20	340.00	68.00
11/28/2025	Karen Kimel Emails re YoFiit payment and distribution.	0.50	785.00	392.50
11/28/2025	Shuyan Gu 2025 T2	1.00	345.00	345.00
12/01/2025	Carol O'Donnell Verify bank and prepare GL's and email.	0.20	340.00	68.00
12/01/2025	Karen Kimel Email re captive holdback.	0.10	785.00	78.50
12/05/2025	Karen Kimel Email re insurance captive.	0.25	785.00	196.25
12/08/2025	Carol O'Donnell Verify bank, prepare GL's and email. Prepare wire transfer and update.	0.50	340.00	170.00
12/08/2025	Karen Kimel Emails re YoFiit release and distribution. Email to Siena.	0.35	785.00	274.75
12/09/2025	Pascale Lareau HST reconciliation Nov. 2025	0.40	340.00	136.00
12/11/2025	Carol O'Donnell Prepare wire transfer.	0.30	340.00	102.00
12/22/2025	Carol O'Donnell	0.20	340.00	68.00

Invoice No.: 20412746
Date: 03/10/2026

Date	Name and Description	Hours	Rate	Amount
01/05/2026	Verify bank, prepare GL's and send email Carol O'Donnell Verify bank, prepare GL's and efile. Comm. with Service Canada regarding Richard Moyse	0.30	340.00	102.00
01/05/2026	Karen Kimel Call with J Simpson.	0.25	785.00	196.25
01/05/2026	Ella Olsha WEPPA communication log w/ R. Moyse for denied claim	0.50	225.00	112.50
01/06/2026	Ella Olsha Review Fourth Court report; Report proceeds from Sale of FCC Secured Properties for tax purposes	0.75	225.00	168.75
01/08/2026	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
Fees Total		13.01		\$ 4,901.65

Date	Name and Description	Hours	Rate	Amount
11/01/2025	Storage 11/01/2025: Access Information Management of Canada ULC: 11/30/2025 Storage			\$ 5.06
12/01/2025	Storage 12/01/2025: Access Information Management of Canada ULC: 12/31/2025 Storage			5.19
Disbursements Total				\$ 10.25

Invoice No.: 20412746
Date: 03/10/2026

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 4,911.90
GST/HST #885435842 RT0001	638.55
Total Due	CAD \$ 5,550.45

Payment Options

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Wire Transfer Toronto Dominion Bank
Commercial Banking Center
525 Av. Viger Ouest, Montréal (Qc) H2Z 0B2
Bank Institute No.: 004
CAD Account no.: 5300836 Transit no.: 41601 Swift code: TDOMCATTTOR
USD Account no.: 7332090 Transit no.: 41601 Swift code: TDOMCATTTOR
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MONTREAL

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800



Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Date: 03/10/2026
Invoice No.: 20412739
Engagement No.: 2023650
Payment Terms: Due on Receipt

RE: Receivership of Global Food and Ingredients Inc., Global Food and Ingredients Ltd
and GFI Brands Inc.

Professional services for the period ended February 28, 2026 \$ 12,914.00

Disbursements 20.26

Sub-Total		12,934.26
GST/HST #885435842 RT0001		1,681.45
Total Due	CAD	\$ 14,615.71

TORONTO

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CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Invoice No.: 20412739
Date: 03/10/2026

Fees			
Name	Hours	Rate	Amount
Carol O'Donnell	5.00	\$ 340.00	\$ 1,700.00
Ella Olsha	2.10	225.00	472.50
Karen Kimel	8.05	785.00	6,319.25
Matthew Fantauzzi	0.40	895.00	358.00
Pascale Lareau	1.70	340.00	578.00
Richard You	6.50	125.00	812.50
Shuyan Gu	7.75	345.00	2,673.75
	31.50		\$ 12,914.00
Disbursements			
Courier			\$ 10.26
Storage			10.00
			\$ 20.26

Invoice No.: 20412739
 Date: 03/10/2026

Fee and Disbursement Details

Date	Name and Description	Hours	Rate	Amount
10/29/2025	Shuyan Gu T2 return	2.00	\$ 345.00	\$ 690.00
10/30/2025	Shuyan Gu T2 return	2.00	345.00	690.00
01/12/2026	Carol O'Donnell Verify bank, prepare GL's and email. Prepare email to Service Canada regarding employee	0.50	340.00	170.00
01/12/2026	Karen Kimel Emails re tax returns.	0.10	785.00	78.50
01/12/2026	Shuyan Gu 2025 T2 return	2.00	345.00	690.00
01/13/2026	Shuyan Gu 2025 T2	0.75	345.00	258.75
01/14/2026	Pascale Lareau Reconciliation GST HST Dec. 2025	0.30	340.00	102.00
01/15/2026	Pascale Lareau Prepare deposit	0.10	340.00	34.00
01/15/2026	Carol O'Donnell Prepare wire transfer and update.	0.40	340.00	136.00
01/15/2026	Shuyan Gu Bookkeeping	1.00	345.00	345.00
01/19/2026	Karen Kimel Emails to tax group and J Simpson.	0.25	785.00	196.25
01/22/2026	Pascale Lareau Prepare cheque	0.10	340.00	34.00
01/26/2026	Carol O'Donnell Verify bank, prepare GL's and email.	0.20	340.00	68.00
01/26/2026	Karen Kimel Call with D. Ullmann.	0.10	785.00	78.50
01/27/2026	Karen Kimel Email re Siena audit of loan balance.	0.25	785.00	196.25
01/29/2026	Ella Olsha Call w/ A. Mooney re: denied WEPP claim	0.10	225.00	22.50
01/30/2026	Pascale Lareau Balancing Weppa payment	0.80	340.00	272.00
01/30/2026	Carol O'Donnell Communication with Service Canada regarding the WEPP for employee. Verify and send out reminder emails to 2 employees who have not filed their WEPP.	0.50	340.00	170.00
01/30/2026	Ella Olsha Update WEPPA tracker following employee WEPPA denial; Email corres w/ C. O'Donnell re: WEPPA super priority payouts	0.50	225.00	112.50

Invoice No.: 20412739
 Date: 03/10/2026

Date	Name and Description	Hours	Rate	Amount
02/02/2026	Karen Kimel Email re captive insurance. Email D. Ullmann.	0.25	785.00	196.25
02/02/2026	Ella Olsha WEPP proof of claim and super priority payments for denied employees; Update WEPP tracker	0.50	225.00	112.50
02/04/2026	Karen Kimel Review proceed allocation re taxes.	0.25	785.00	196.25
02/04/2026	Matthew Fantauzzi Review T2	0.40	895.00	358.00
02/05/2026	Karen Kimel Call with J. Simpson.	0.10	785.00	78.50
02/09/2026	Karen Kimel Sign tax docs.	0.25	785.00	196.25
02/16/2026	Carol O'Donnell Verify bank and prepare GL's and email. Telephone conversation with CRA regarding balance outstanding for income tax	0.40	340.00	136.00
02/17/2026	Pascale Lareau HST reconciliation and declaration January 2026	0.40	340.00	136.00
02/17/2026	Karen Kimel Email to D. Ullmann. Email to counsel for Unified Agri.	0.25	785.00	196.25
02/19/2026	Carol O'Donnell Prepare wire transfer and update.	0.30	340.00	102.00
02/19/2026	Karen Kimel Call with D. Ullmann.	0.25	785.00	196.25
02/20/2026	Carol O'Donnell Email to Informanix.	0.20	340.00	68.00
02/20/2026	Karen Kimel Continued preparation of Second Report of the Receiver. Emails re tax payments. Review/sign tax elections.	2.25	785.00	1,766.25
02/21/2026	Karen Kimel Draft Second Report and email to Blaney re same.	2.00	785.00	1,570.00
02/22/2026	Ella Olsha R&D summary from bank GLs (US and CAD accounts)	0.50	225.00	112.50
02/23/2026	Karen Kimel Call with J. Simpson re loan interest. Revisions to receiver report. Email Blaney re same. Review R&D and discussions with R. You re same.	1.00	785.00	785.00
02/23/2026	Ella Olsha	0.50	225.00	112.50

Invoice No.: 20412739
 Date: 03/10/2026

Date	Name and Description	Hours	Rate	Amount
	R&D summary from bank GLs (US and CAD accounts)			
02/24/2026	Richard You Creation of summary table for receipts and disbursements for court report from GL accounts.	1.00	125.00	125.00
02/25/2026	Carol O'Donnell Verify posting in GL's for Richard You.	0.30	340.00	102.00
02/25/2026	Karen Kimel Call with D. Ullmann. Discussion with R. You re R&D.	0.25	785.00	196.25
02/25/2026	Richard You Reclassifications and expansions of summary table; Other formatting changes.	3.00	125.00	375.00
02/26/2026	Carol O'Donnell Prepare reallocations in GL.	1.40	340.00	476.00
02/26/2026	Karen Kimel Review R&D and emails to R. You re same.	0.50	785.00	392.50
02/26/2026	Richard You Finalizations of receipts and disbursements summary; correspondence with K. Kimel re: GFI - receiver's second report draft R&D section.	2.50	125.00	312.50
02/27/2026	Carol O'Donnell Prepare GL reallocations.	0.80	340.00	272.00
Fees Total		31.50		\$ 12,914.00
Date	Name and Description	Hours	Rate	Amount
02/01/2026	Storage Access Information Management of Canada ULC: 01/31/2026 Storage			\$ 5.19
02/01/2026	Storage Access Information Management of Canada ULC: 2/28/2026 Storage			4.81
01/15/2026	Courier 01/15/2026: OT Courier (Billable)			10.26
Disbursements Total				\$ 20.26

Invoice No.: 20412739
Date: 03/10/2026

Remittance Form

Global Food and Ingredients Inc.
43 Colborne St. Suite 400
Toronto, ON M5E 1E3

Invoice Summary

Sub-Total	\$ 12,934.26
GST/HST #885435842 RT0001	1,681.45
Total Due	CAD \$ 14,615.71

Payment Options

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**Richter Inc.
Receiver for Global Food and Ingredients Inc.**

Exhibit A

Statement of Accounts

Staff Member	Number of Hours	Total fees
Adam Sherman	1.70	\$ 1,309.00
Adrianna Bonavota	18.75	\$ 4,687.50
Carol O'Donnell	92.30	\$ 34,623.00
Ella Olsha	2.25	\$ 903.75
Joe Triolo	0.50	\$ 1,140.00
Jon Micjael Lequay	2.00	\$ 550.00
Karen Kimel	218.80	\$ 182,064.00
Lev Levental	0.50	\$ 225.00
Manpret Kaur Bains	0.70	\$ 129.50
Matthew Fantauzzi	2.50	\$ 2,595.50
Megha Sharma	70.00	\$ 32,900.00
Pascale Lareau	41.20	\$ 15,010.50
Rachel McKellar	5.50	\$ 907.50
Richard You	1.25	\$ 968.75
Ryan Di Stefano	4.90	\$ 1,297.50
Samriti Sally	14.83	\$ 2,817.70
Shuyan Gu	26.80	\$ 11,919.75
Shane Connolly	256.75	\$ 98,848.75
Steven Grano	90.50	\$ 10,860.00
Vicky Coupal	7.30	\$ 1,135.50
Vicky Perahoritis	3.35	\$ 1,139.00
William Becke	26.75	\$ 8,050.00
Total	889.13	\$ 414,082.20
Total Fees Charged		\$ 414,082.20
Blended Average Rate	\$ 465.72	

SIENA LENDING GROUP CANADA LLC

and

Court File No. CV-24-00720816-00CL
GLOBAL FOOD AND INGREDIENTS INC. et al

Applicant

Respondents

Email address of recipient(s): See Service List

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**Proceeding commenced at **Toronto****FEE AFFIDAVIT OF THE RECEIVER****BLANEY MCMURTRY LLP**Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5**David T. Ullmann** (LSO #42357I)

Tel: (416) 596-4289

Email: dullmann@blaney.com**Alexandra Teodorescu** (LSO #63889D)

Tel: (416) 596-4279

Email: ateodorescu@blaney.com

Lawyers for the Court-appointed Receiver, Richter Inc.

APPENDIX “F”

Court File No. CV-25-00735482-00CL

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

**IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 1001235542
ONTARIO INC.**

**Fee Affidavit of Alexandra Teodorescu
(Sworn March 12th, 2025)**

I, Alexandra Teodorescu, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY** as follows:

1. I am a lawyer employed with Blaney McMurtry LLP (“**Blaney**”), and counsel to Richter Inc. (“**Richter**”) in its capacity as the Court-appointed receiver (the “**Receiver**”), without security, of those assets that constitute the ABL Priority Collateral (as defined in the Order of the Honourable Madam Justice Steele, dated May 30th, 2024) of Global Food and Ingredients Ltd. (“**GFI Ltd.**”), Global Food and Ingredients Inc. (“**GFI Inc.**”), and GIF Brands Inc. (“**GFI Brands**”) (collectively the “**Debtors**”), and as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and where so stated I verily believe it to be true.
2. Blaney has provided services and incurred disbursements in relation to these proceedings for the period of May 9, 2024 to February 28, 2026 (the “**Period**”), which includes unbilled

time, as detailed in the accounts rendered by Blaney attached hereto and marked as **Exhibit “A” (“Blaney Accounts”)**.

3. As set out in the Blaney Accounts, Blaney lawyers have provided a total of approximately 296.6 hours during the Period in performing legal services relating to these proceeding herein. As such, have incurred a total of \$186,689.57 (including HST) in fees and disbursements during the Period.
4. Based on my review of the Blaney Accounts and my personal knowledge of this matter, the Blaney Accounts represents a fair and accurate description of the services provided and the amounts charged by Blaney.
5. I verily believe that the hourly billing rates, outlined in detail in the Blaney Accounts, is in the range of normal average hourly rates charged by a counsel for services rendered in relation to engagements similar to Blaney’s engagement with respect to these proceedings.
6. I swear this Affidavit in support of a motion for, among other things, approval of Blaney’s fees and disbursements, and for no improper purpose.

SWORN REMOTELY BEFORE ME BY)
Alexandra Teodorescu in the City of Toronto, of)
the Province of Ontario, on this 12th day of)
March 2026, in accordance with Ontario)
Regulation 431/20.)
)
)
)
)
)



ARIYANA BOTEJUE

A Commissioner, etc. Province of Ontario, for
Blaney McMurtry LLP, Barristers and
Solicitors. Expires August 6, 2028.



ALEXANDRA TEODORESCU

This is Exhibit “A” to the Affidavit of Alexandra Teodorescu in the City of Toronto, both residing in the Province of Ontario, on this 12th day of March 2026, in accordance with Ontario Regulation 431/20.



ARIYANA BOTEJUE

A Commissioner, etc. Province of Ontario, for Blaney
McMurtry LLP, Barristers and Solicitors. Expires August 6,
2028.

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL
Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Date
June 30, 2024

Invoice No.
798451

File No.
204469-0002

Attention: Ms. Karen Kimel

RE: In the Matter of Global Food and Ingredients Inc.

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended June 30, 2024 as more particularly described below.

<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
May 9, 2024	DU	0.80	Call with Karen, review receivership
May 21, 2024	DU	1.50	Review form of order, review affidavit, draft comments to client
May 22, 2024	DU	0.50	Call, emails regarding form of order
May 27, 2024	DU	0.60	Review motion materials, email to applicant council, review form of order
May 28, 2024	DU	1.70	Emails, meet with alex, review form of order, email to client
May 29, 2024	DU	0.40	Emails
May 30, 2024	DU	3.40	Review Court materials, review form of order, review kerp issue, call with client, attend court, call with Toronto sublandlord regarding tenancy, call with client to review first day issues, discuss security opinion and grain licensing issues
May 31, 2024	DU	2.00	Meet with Alex, attend to first day issues, attend to lease issue
May 31, 2024	JCW	0.20	Confer with Mr. Ullmann regarding rights and obligations of a sub sub landlord to a sub -sub tenancy in respect of disclaiming a lease through court appointed receivership and

Date
June 30, 2024

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Invoice No.
798451

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			related matters;
May 31, 2024	TDunn	0.40	Correspondence re term and task letters and discussion with A. Teodorescu re retention of employee issues;
June 3, 2024	DU	0.90	Call with alex, review public traded information, attend to lease issue
June 3, 2024	BJ	0.40	Reviewing lease documents and consider rights and obligations relating to defaults under the sublease;
June 4, 2024	DU	0.30	Emails
June 4, 2024	AT	0.10	Email to M Citak re lease; email to client re same;
June 5, 2024	DU	0.50	Call with Karen, review file, meet with Associates
June 6, 2024	AT	0.30	Reviewed correspondence from K KlmeI re Big Sky and CGC;
June 7, 2024	DU	1.30	Email to and from Karen, call with Karen, call with associate regarding security opinion, call with Alex
June 7, 2024	MO	0.40	Call with L. Vujic regarding PPSA summaries for each entity for purposes of drafting security opinions;
June 7, 2024	MO	0.10	Email to corporate clerk requesting corporate searches and PPSA searches for GFI entities for purposes of drafting security opinions;
June 7, 2024	MO	2.50	Review of application record and all security documents for purposes of drafting security opinions;
June 7, 2024	MO	0.20	Call with D. Ullmann regarding security opinions;
June 7, 2024	JK	0.70	Conducted Corporate and PPSA searches against Global Food and Ingredients Inc., Global Food and Ingredients Ltd. and on GFI Brands Inc.;
June 10, 2024	DU	2.00	Review file, multiple emails, call with client, call the flag, prep for an attend conference call with

Date
June 30, 2024

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Invoice No.
798451

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			Sienna
June 10, 2024	MO	0.40	Email from corporate clerk with search results for GFI entities;
June 10, 2024	MO	0.50	Email from L. Vujic with PPSA summaries for GFI entities for purposes of security opinions;
June 10, 2024	MO	1.00	Draft Security Opinion for Global Foods and Ingredients Inc.
June 10, 2024	MO	0.80	Draft security Opinion for Global Food and Ingredients Ltd.;
June 10, 2024	MO	0.80	Draft Security Opinion for GFI Brands Inc.;
June 10, 2024	MO	0.20	Email to D. Ullmann with security opinions for GFI entities and update on certified PPSA searches;
June 10, 2024	MO	0.10	Email to corporate clerk ordering certified PPSA results;
June 10, 2024	LL	2.40	PPSA Summary for M. Orlan (3 Documents);
June 10, 2024	JK	0.80	Conducted Corporate histories of Global Food and Ingredients Inc. and GFI Brands Inc. and searched conducted Corporate and PPSA searches against 13476669 Canada Inc., Your Fitness Dish Inc. and on Pivotal Financial Corp.;
June 10, 2024	JK	0.20	Ordered PPSA certificates on Global Food and Ingredients Inc., Global Food and Ingredients Ltd. and on GFI Brands Inc.;
June 11, 2024	DU	0.20	Emails
June 11, 2024	MO	0.10	Email to D. Ullmann with certified PPSA results;
June 12, 2024	DU	0.20	Emails
June 12, 2024	DU	0.50	Review file, multiple emails, review draft form of bill of sale, email to Alex
June 13, 2024	DU	1.70	Review bill of sale and emails , call with receiver,
June 14, 2024	DU	0.70	Review multiple correspondence, review Pope engagement letter, review notice to ensure,

Date
June 30, 2024

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Invoice No.
798451

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			multiple emails
June 16, 2024	AT	0.60	Revised consulting agreement re North Lily; email with K Kimel re same;
June 17, 2024	DU	0.70	Call with Karen, review agency agreement
June 17, 2024	SD	1.00	Researched and answered Alexandra's email re mandatory filing of tax returns by receiver;
June 18, 2024	DU	1.90	Call with Alex , review agency agreement, rewrite Agency agreement, email to client
June 18, 2024	SD	1.00	Discussion with Alexandra and review of IRS Policy and Procedure;
June 18, 2024	TDunn	0.30	Discussion with D. Ullmann re collection of US receivables issues;
June 19, 2024	DU	0.70	Review emails, prep for an attend call with Karen
June 19, 2024	DU	0.70	Prep for and attend call
June 19, 2024	SD	1.00	Researched US case law and forwarded in re Grant Forest Products, Inc., 440 B.R. 616 (2010) to Alexandra;
June 19, 2024	AT	0.70	Call with S Connolly and S Doobay re tax issues; reviewed case; research re Filing Receiver case in Canada;
June 20, 2024	DU	0.90	Review Yofit issue, review trademark registration issue
June 20, 2024	SD	1.00	Review of Grant Forest Canadian decision and email exchange with Alexandra;
June 20, 2024	AT	0.50	Email to D Ullmann re tax issues; email to S Doobay re tax issues;
June 20, 2024	MO	0.20	Email exchange with D. Ullmann regarding Asset Purchase Agreement and VTB Note memo;
June 25, 2024	MO	0.20	Email exchange with D. Ullmann regarding memo in relation to potential non payment on terms of Asset Purchase Agreement;
June 26, 2024	MO	2.90	Review of Asset Purchase Agreement transaction documents and press release; draft

Date
June 30, 2024

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Invoice No.
798451

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			memo to D. Ullmann regarding possibility of recovering against default in payment on Asset Purchase Agreement and VTB Note;

OUR FEE HEREIN:	\$29,028.00
FEE HST:	\$3,773.64

<u>Lawyer</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Ullmann	Partner	24.10	\$800.00	\$19,280.00
Sunita Doobay	Partner	4.00	\$700.00	\$2,800.00
John Wolf	Partner	0.20	\$815.00	\$163.00
Brendan Jones	Partner	0.40	\$550.00	\$220.00
Alexandra Teodorescu	Partner	2.20	\$515.00	\$1,133.00
Timothy R. Dunn	Partner	0.70	\$850.00	\$595.00
Michael Orlan	Associate	10.40	\$375.00	\$3,900.00
John Kroupis	Clerk	1.70	\$290.00	\$493.00
Luka Vujic	Student	2.40	\$185.00	\$444.00

<u>Disbursements</u>	<u>Amount</u>
Filing Fees* - Non-Taxable	\$128.00
Cyberbahn Agent Service Fee	\$265.05

TOTAL DISBURSEMENTS:	\$393.05
*HST is not charged	
DISBURSEMENT HST:	<u>\$34.46</u>

TOTAL FEES AND DISBURSEMENTS:	\$29,421.05
TOTAL HST:	<u>\$3,808.10</u>

TOTAL AMOUNT DUE:	<u>\$33,229.15</u>
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BLANEY McMURTRY LLP



David Ullmann
E. & O.E

Date
June 30, 2024

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Invoice No.
798451

File No.
204469-0002

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Fees may include charges for services provided by Lawco Limited.
Details are available upon request.

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Contact email clientservices@blaney.com

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL
Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Date
July 31, 2024

Invoice No.
799967

File No.
204469-0002

Attention: Ms. Karen Kimel

RE: In the Matter of Global Food and Ingredients Inc.

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended July 31, 2024 as more particularly described below.

<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
June 3, 2024	AT	1.80	Reviewed lease documents; discussions with B Jones and D Ullmann; Reviewed termination notices from K Kimel; Call with M Citak re lease and sub lease; reviewed correspondence with landlord;
June 7, 2024	AT	0.20	Reviewed emails with K Kimel re Big Sky;
June 13, 2024	AT	0.10	Reviewed correspondence between D Ullmann and S Connolly re bill of sale;
June 14, 2024	AT	0.90	Correspondence with client and DTU re bill of sale and North Lily issues;
June 17, 2024	AT	0.60	Email correspondence with S Sandhu and S Doobay re tax issues;
June 18, 2024	AT	0.80	Reviewed emails and documents re consulting agreement; discussions with S Doobay re tax issues; discussions with D Ullmann re consulting agreement;
June 21, 2024	AT	0.10	Email with S Connolly re insurance letters;
June 24, 2024	DU	0.50	Review consulting agreement, emails, call with Karen
June 24, 2024	AT	0.20	Emails with DTU re Service List; reviewed correspondence re consulting agreement;

Date
July 31, 2024

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Invoice No.
799967

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
June 25, 2024	AT	0.10	Emails with Receiver re insurance issue;
June 26, 2024	DU	1.00	Consider distribution motion
June 28, 2024	DU	0.50	Review file, call with associates
June 28, 2024	AT	0.10	Email to A Gatensby re insurance issues;
July 2, 2024	DU	1.00	Call with karen re various letters and external communications
July 2, 2024	AT	0.30	Reviewed emails from D Ullmann re distribution motion and security opinion; emails with Court re booking distribution motion;
July 2, 2024	MO	0.10	Email from D. Ullmann regarding inventory payments;
July 2, 2024	MO	0.10	Further email from D. Ullmann with transaction documentation relating to unpaid inventory purchases;
July 2, 2024	MO	2.30	Review of Inventory Purchase Agreement and related transaction documents; detailed email to D. Ullmann regarding cross-collateralization of obligation to pay under Inventory Purchase Agreement;
July 3, 2024	DU	0.90	Revise collection letter
July 3, 2024	AT	0.30	Call with K Kimel re release to AR collections under North Lily retainer;
July 9, 2024	DU	0.40	Call with Alex, email to mexico collection agent
July 9, 2024	AT	0.30	Correspondence with Court and clients re date for distribution motion; call with DTU re same; email with S Connolly re Big Sky policy;
July 12, 2024	DU	2.20	Review emails and security opinion
July 15, 2024	AT	0.10	Reviewed email from DTU to J Rosenberg re distribution;
July 16, 2024	DU	1.20	Review emails, review file, re insurance premium lift stay, email to client, call with Karen, review us law suit, review Big Sky issue
July 16, 2024	MO	0.10	Email from D. Ullmann regarding Big Sky corporate documents;

Date
July 31, 2024

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Invoice No.
799967

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
July 17, 2024	DU	1.40	.call with associate re security opinion, review of Big Sky shares, review of Yofit docs and possible enforcement, drafting of materials for distribution motion , call with Alex
July 17, 2024	MO	0.30	Call with D. Ullmann regarding Big Sky corporate summary and analysis of purchasing shares;
July 18, 2024	DU	1.10	Call with IA about collections in Mexico, email to Karen, review Big Sky, email to opposing counsel in Delwar
July 19, 2024	DU	4.20	Review ambean emails, prep for call, attend confernece call, multiple emails, call with Karen regarding North Lily issue, call regarding am being issue, review IA letter
July 22, 2024	DU	2.60	Attend to Am Bean settlement, discussion with receiver re Big Sky, draft email regard Bentillia sale, draft disclaimer letters and consider warehouse agts. email to Shane, call with associate. prep for and attend call with Shane, call associate related to same
July 22, 2024	MO	0.40	Review emails from D. Ullmann and lease disclaimer ahead of call with S. Connolly;
July 22, 2024	MO	0.40	Teams meeting with S. Connolly and D. Ullmann;
July 22, 2024	MO	0.20	Call with D. Ullmann following Teams meeting with client regarding assignment;
July 23, 2024	DU	1.80	Call with Alex, prep for call with Parker Poe attend call, call with Alex, call with 350 Oak Council. Email to client
July 23, 2024	AT	1.30	Reviewed draft report; discussions with Receiver and DTU;
July 23, 2024	MO	0.20	Further email exchange with A. Teodorescu regarding PPSA registrations;
July 23, 2024	MO	0.40	Email exchange with A, Teodorescu regarding Yofiit VTB information and outstanding items in light of court materials;
July 24, 2024	DU	1.20	Review file, review emails, call with associate ,

Date
July 31, 2024

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Invoice No.
799967

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			call with Jeff , various emails
July 24, 2024	AT	3.10	Research re exit fee; email to DTU re same; Drafted materials for distribution motion; emails with client re exit fee issue; reviewed Report; emails with S Connolly re same;
July 24, 2024	MO	2.10	Review PPSA summaries and searches; draft memo to file regarding registrations and providing opinion on registration priority to D. Ullmann;
July 24, 2024	MO	1.10	Review inventory purchase agreement and related documents; draft letter to YoFiit purchaser regarding amounts payable under agreement;
July 24, 2024	MO	0.20	Review corporate profile of Yofiit Inc.;
July 24, 2024	MO	1.90	Review Big Sky Milling Inc. corporate documents and shareholder agreement; draft memo to D. Ullmann with overview of share structure, shareholder agreement of Big Sky
July 25, 2024	DU	0.50	Review materials, prep for conference call
July 25, 2024	AT	2.50	Reviewed research re penalty issues for exit and termination fees; discussions with client re same; worked on motion for distribution;
July 25, 2024	SXia	2.80	Conduct research on the treatment of secured creditor's early termination fee in bankruptcy/receivership; Exchange email with A. Teodorescu to report research result and phone call to discuss same;
July 26, 2024	DU	3.30	Attend to report, attend to opinion , call with Alex
July 26, 2024	AT	0.10	Correspondence with DTU re distribution motion and security opinion;
July 28, 2024	AT	0.50	Correspondence with DTU re edits to Report; reviewed edits from J Latham; Emails with client re finalizing report;
July 29, 2024	DU	1.40	Attend to finalization of report come meet with alex, multiple emails
July 29, 2024	AT	2.40	Finalized and served motion record for

Date
July 31, 2024

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Invoice No.
799967

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>		
			distribution motion; calls with client re same; emails with J Latham and H Meredith re changes to Report and Order;		
July 30, 2024	AT	0.30	Correspondence with A Botejue re Caselines and service; email to J Latham re distribution order;		
July 31, 2024	AT	2.90	Drafted and revised Aide Memoir; Service of same; prepared for distribution motion; emails with clients, S Xia and DTU re same;		
July 31, 2024	MO	0.30	Email exchange with client and D. Ullmann regarding notices to warehouse parties;		
July 31, 2024	MO	1.50	Draft Notices to Warehouse parties and provide to D. Ullmann for review;		
July 31, 2024	SXia	3.90	Draft aide memoire for distribution motion;		
OUR FEE HEREIN:					\$36,707.00
FEE HST:					\$4,771.91
<u>Lawyer</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>	
David Ullmann	Partner	25.20	\$800.00	\$20,160.00	
Alexandra Teodorescu	Partner	19.00	\$515.00	\$9,785.00	
Michael Orlan	Associate	11.60	\$375.00	\$4,350.00	
Summer Xia	Associate	6.70	\$360.00	\$2,412.00	
<u>Disbursements</u>				<u>Amount</u>	
Filing Fees* - Non-Taxable				\$339.00	
TOTAL DISBURSEMENTS:					\$339.00
*HST is not charged					
DISBURSEMENT HST:					<u>\$0.00</u>
TOTAL FEES AND DISBURSEMENTS:					\$37,046.00
TOTAL HST:					<u>\$4,771.91</u>

Date
July 31, 2024

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Invoice No.
799967

File No.
204469-0002

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TOTAL AMOUNT DUE:

\$41,817.91

BLANEY McMURTRY LLP



David Ullmann
E. & O.E

Fees may include charges for services provided by Lawco Limited.
Details are available upon request.

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number is quoted on all forms of payment.**
Contact email clientservices@blaney.com

HST REGISTRATION # R119444149

PRIVATE AND CONFIDENTIAL
Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Date
August 31, 2024

Invoice No.
803785

File No.
204469-0002

Attention: Ms. Karen Kimel

RE: In the Matter of Global Food and Ingredients Inc.

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf in connection with the above noted matter for the period ended August 31, 2024 as more particularly described below.

<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
July 30, 2024	DU	0.40	Multiple emails, call Karen
July 31, 2024	DU	1.50	Multiple emails , call with Karen, review proposed changes to distribution order
August 1, 2024	AT	2.20	Reviewed materials to prepare for distribution motion; Attended and argued distribution motion; correspondence with counsel for FTI and Siena re distribution Order language; correspondence with client re same;
August 1, 2024	MO	0.20	Call with D. Ullmann regarding disclaimers;
August 1, 2024	MO	0.20	Email exchange between client and D. Ullmann regarding disclaimers;
August 2, 2024	AT	0.10	Reviewed email from H Meredith re lifting of stay;
August 12, 2024	DU	0.90	Review emails from first week of august re blg sky etc.
August 13, 2024	DU	2.10	Email to and from client, extended call with Karen, email to purchaser of trademark, email to yofit , call with Catherine regarding deposition schedule
August 13, 2024	MO	0.10	Email from D. Ullmann to YoFiit regarding demand for payment;

Date
August 31, 2024

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Invoice No.
803785

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
August 13, 2024	MO	0.20	Email exchange with M. Amazan regarding Yofiit call with counsel;
August 13, 2024	MO	0.30	Attendance to review of email exchange with Yofiit counsel and M. Amazan regarding demand for payment and receivership;
August 13, 2024	AS	0.50	Review of multiple emails between GFI and Receiver;
August 14, 2024	DU	0.50	Review client emails,- call with Karen re financial position of Big Sky
August 16, 2024	DU	0.70	Review emails , review fcc motion
August 16, 2024	MO	0.20	Email exchange with Yofiit counsel regarding call to discuss obligations;
August 18, 2024	DU	1.40	Review court materials, factum, review form of order, call with Heather. Call with Karen , emails with Alex
August 19, 2024	AT	2.10	Reviewed SISP and KCRP materials; correspondence with client re insurance premiums; email to FTI re same; attended hearing; email to client and DTU re follow up from hearing;
August 19, 2024	AS	0.10	Email to Ms. K. Kimel re. participation agreement;
August 19, 2024	AS	0.20	Commence review of Participation Agreement;
August 20, 2024	KPeri	0.30	Attendance to research of document inquiry related to corporate aspects of the file;
August 20, 2024	KPeri	0.30	Attendance to meeting with A.Samat to confer on necessary corporate agreements related to the file;
August 20, 2024	KPeri	0.10	Attendance to conferring with A.Samat on further information required;
August 20, 2024	AS	2.40	Review participation agreement; draft notice of intention to terminate; email to A. Teodorescu and D. Ullmann re. same;
August 21, 2024	DU	0.40	Multiple emails
August 21, 2024	AT	0.30	Reviewed termination letter; emails with A

Date
August 31, 2024

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Invoice No.
803785

File No.
204469-0002

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<u>Date</u>	<u>Lawyer</u>	<u>Time</u>	<u>Description</u>
			Samat and D Ullmann re same;
August 21, 2024	MO	0.20	Further email exchange with R. McGoven regarding call to discuss obligations of YoFiit;
August 23, 2024	AT	0.10	Email to D Ullmann re captive calculations;
August 26, 2024	DU	2.00	Correspondence with new century, consider storage position, prep for call with Youfit , call with New Century. Report to client
August 26, 2024	AT	0.20	Reviewed emails re Yofit and captive calculations;
August 26, 2024	MO	0.20	Detailed email from D. Ullmann to client with summary of call with Yofiit counsel;
August 26, 2024	MO	0.10	Email from client regarding call with Yofiit counsel;
August 28, 2024	AT	0.10	Email to A Samat re captive calculations;
August 29, 2024	AT	0.10	Email to A Samat re captive calculations;
August 30, 2024	MO	2.20	Attendance to review of correspondence with New Century International LLC; call with D. Ullmann; draft letter agreement regarding settlement of overdue inventory invoice and lease deposit; email to D. Ullmann for review;

OUR FEE HEREIN:	\$13,470.50
FEE HST:	\$1,751.17

<u>Lawyer</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Ullmann	Partner	9.90	\$800.00	\$7,920.00
Alexandra Teodorescu	Partner	5.20	\$515.00	\$2,678.00
Michael Orlan	Associate	3.90	\$375.00	\$1,462.50
Kelly Ann Perioris	Associate	0.70	\$300.00	\$210.00
Anisha Samat	Associate	3.20	\$375.00	\$1,200.00

TOTAL FEES AND DISBURSEMENTS:	\$13,470.50
TOTAL HST:	<u>\$1,751.17</u>

Date
August 31, 2024

270

Invoice No.
803785

File No.
204469-0002

-4-

TOTAL AMOUNT DUE:

\$15,221.67

BLANEY McMURTRY LLP



David Ullmann
E. & O.E

Fees may include charges for services provided by Lawco Limited.
Details are available upon request.

We accept payment by cheque, Wire, VISA, Mastercard and AMEX.
To pay by Visa, Mastercard or Amex please [Click here to pay](#)
To pay by Wire: TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022 Swift Code: TDOMCATTOR
**Please ensure our invoice number, account number and/or file
number is quoted on all forms of payment.**
Contact email clientservices@blaney.com



Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

☎ 416-593-1221
🌐 Blaney.com

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: September 29, 2024
Invoice Number: 805037
File No.: 204469-0002
HST No.: R1194444149

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including September 29, 2024.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	19,202.00
Costs (Taxable)		
Cyberbahn Agent Service Fee	13.00%	57.60
Conference Call	13.00%	2.12
Costs (Non-Taxable)		
Filing Fees* - Non-Taxable		32.00
	Net Total	19,293.72
	Tax @ 13.00%	2,504.02
	Amount payable	\$21,797.74

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 0.8% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: September 29, 2024

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 805037

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-05-27	AT	Correspondence with DTU re file;	0.40
2024-05-28	AT	Reviewed draft Orders; discussions with D Ullmann re same; emails with K Kimel re same;	0.70
2024-05-29	AT	Reviewed materials for receivership; reviewed draft orders; discussions with D Ullmann and J Latham re same;	2.30
2024-05-30	AT	Reviewed KERP letters; emails with S Connolly re same; discussions with K Kimel and D Ullmann re same;	0.90
2024-05-31	AT	Reviewed lease documents; communications with B Jones and D Ullmann re same; correspondence with S Connolly re lease issues; reviewed KERP letters; correspondence with T Dunn re same; revisions to termination letters; email to M Citak re lease issues;	2.60
2024-08-23	DU	review multiple emails, call with Karen	3.00
2024-08-28	DU	Email from Karen, email to New Century	0.70
2024-08-29	AS	Emails to and from Ms. K. Kimel and Mr. M. Pleon re. status; discussions with and emails to/from M. Orlan re. notice of termination and file history;	0.50
2024-09-03	MO	Call with D. Ullmann regarding Group Captvie exit;	0.10
2024-09-03	AS	Review emails and revised Notice of Termination from M. Orlan;	0.20
2024-09-03	MO	Attendance to review of Unified Agri Insurance Alliance SCC Group Captive Shareholders Agreement, property cell participation agreements; constating documents and memo; draft detailed email to D. Ullmann regarding steps for termination and proposed transaction for redemption of shares; revise notice of termination letter to R. Knight;	4.60
2024-09-03	MO	Further email to D. Ullmann regarding relationship of group captive being governed under Barbados law;	0.10
2024-09-04	DU	multiple emails	0.40
2024-09-05	AS	Review Amendment to Washout Agreement, GSA, SPA; draft demand letter; review emails to and from Ms. K. Kimel and Mr. L. McMillan;	1.40
2024-09-06	AS	Revise and finalize demand letter to LSM; discussion with D. Ullmann; review Saskatchewan PPSA; email to Ms. K. Kimel re. demand letter and comments;	0.50
2024-09-06	DU	review file, emails	0.40
2024-09-10	AS	Review Washout Agreement; review and edit demand letter based on comments from Ms K. Kimel; draft BIA notice;	1.40
2024-09-10	MO	Email exchange with A. Samat with status of termination notice and documents to client for review;	0.30
2024-09-10	DU	Multiple emails, call with karen, email to opposing counsel, call to insurance broker	0.80
2024-09-11	DU	Multiple emails	0.60

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date: September 29, 2024

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 805037

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-09-11	AS	Review PPSA search against LSM Commodities; phone call with Ms. K. Kimel re. demand letter and group captive update; receipt and review of General Security Agreement (LSM); revise BIA Notice;	1.90
2024-09-13	A Philli	Cursory review of client documents re: potential claim;	0.20
2024-09-13	AS	Review of distribution order; draft and revise letter to service list re. distributions; emails to and from D. Ullmann and A. Teodorescu re. same; emails to and from Ms. K. Kimel re. same;	2.50
2024-09-13	MO	Email and letter to Unified Agri Insurance Alliance SCC; revise letter due to incorrect termination date;	0.50
2024-09-13	AT	Reviewed draft of email to service list re distribution;	0.10
2024-09-16	A Philli	Review of client documents (three sales contracts, SGS quality certificates and client emails) towards preparation of case assessment for review by D. Ullmann; Email to D. Ullmann with initial case assessment, questions for client;	1.50
2024-09-16	A Philli	Call with D. Ullmann re: case assessment;	0.20
2024-09-16	MO	Emails from D. Ullmann and R. McGovern regarding YoFiit demands and proposal;	0.20
2024-09-16	DU	call with Amelia regarding Marina claim	0.30
2024-09-18	A Philli	Memo to D. Ullmann re: next steps for client;	0.10
2024-09-18	A Philli	Call with K. Kimel re: claim against Marina;	0.30
2024-09-18	DU	review Marina lawsuit, multiple emails, email to client, call with Karen, review possible claim against Marina, call with Amelia	1.40
2024-09-19	JK	Conducted Corporate searches on Richter Inc., Global Food and Ingredients Inc. and on Marina Commodities Inc.;	0.30
2024-09-19	A Philli	Receipt and review of emails from K. Kimel re: client documents and replies to same;	0.20
2024-09-19	MO	Email from R. McGovern regarding Yofiit proposal;	0.10
2024-09-20	MO	Email from D. Ullmann to Yofiit regarding inventory invoices;	0.10
2024-09-20	A Philli	Cursory review of new client documents;	0.20
2024-09-20	A Philli	Receipt and review of emails containing new documents from K. Kimel re: potential claim against Marina Commodities and replies to same; Emails to/from D. Hanna re: same;	0.20
2024-09-20	A Philli	Email to D. Ullmann re: arbitration option;	0.10
2024-09-20	DU	call with Amelia, emails, send yofiit invoices	0.80
2024-09-21	A Philli	Preparation of first draft Statement of Claim against Marina Commodities, including review of client documents re: same; Submission to D. Ullmann for comment;	1.20
2024-09-21	A Philli	Preparation of demand letter to F. Adam enclosing SOC; Submission to D. Ullmann for comment;	0.60
2024-09-23	DU	review statement of claim	0.70

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date: September 29, 2024

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 805037

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-09-25	A Philli	Review of new client documents sent September 18, 2024; Completion of Statement of Claim, version 2; Submission to D. Ullmann;	1.10
2024-09-25	DU	Review status of Ism, meet with Anisha, email from client, review status of Marina lawsuit	0.40
2024-09-25	MO	Letter from R. McGovern for Yofiit regarding position on proposal and inventory invoices;	0.40
Total			37.50

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Teodorescu, Alexandra	Partner	7.00	515.00	3,605.00
Ullmann, David	Partner	9.50	800.00	7,600.00
Orlan, Michael	Associate	6.40	375.00	2,400.00
Phillips Robbins, Amelia	Associate	5.90	400.00	2,360.00
Samat, Anisha	Associate	8.40	375.00	3,150.00
Kroupis, John	Clerk	0.30	290.00	87.00
Total		37.50		\$19,202.00

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Conference Call	2.12
Cyberbahn Agent Service Fee	57.60
Filing Fees* - Non-Taxable	32.00
Total	\$91.72

*HST is not charged

Aged A/R

<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>Over 120</u>
0.00	17.50	17.50	0.00	0.00
Total				\$35.00



Blaney McMurtry LLP | Lawyers
2 Queen Street East | Suite 1500
Toronto, Ontario M5C 3G5

T 416-593-1221

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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: September 29, 2024
Invoice Number: 805037
File No.: 204469-0002
HST No.: R1194444149

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2024-09-29	805037	\$21,797.74
Balance Due		\$21,797.74

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clientservices@blaney.com

To pay by Wire (CAD):

TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022
Swift Code: TDOMCATTOR

For USD Payments:

Bank No: 004; Transit No: 10252
Beneficiary Acct Name: Blaney McMurtry LLP
2 Queen Street East Suite 1500 Toronto ON Canada
USD General Acct: 0680-7309161
Swift Code: BDFAUS3NXXX
ABA Routing No: 026009593
US Intermediary Bank: Bank of America New York, NY

(Please Reference Invoice Number)

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: October 31, 2024
Invoice Number: 807946
Matter Number: 204469-0002
Client Number: 204469
HST Number: R1194444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including November 01, 2024.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	6,257.50
Less Discount		(2,600.00)
	Subtotal	3,657.50
	Tax @ 13.00%	475.48
	Amount payable	\$4,132.98

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

October 31, 2024

277

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

807946

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-08-16	DU	call with Heather Meredith, consider Big Sky deal, call with Karen, review share ownership	1.20
2024-09-13	DU	call with Karen, email to Karen	0.60
2024-09-26	DU	call with Karen re various, review SOC	0.60
2024-09-26	A Philli	Finalization of letter enclosing Statement of Claim;	0.20
2024-09-26	A Philli	Finalization of Statement of Claim;	0.10
2024-09-26	A Philli	Emails to/from K. Kimel re: draft Statement of Claim and letter enclosing same;	0.10
2024-09-27	DU	email from Karen	0.10
2024-09-27	A Philli	Updates to Claim with client comments;	0.10
2024-09-27	A Philli	Update to demand letter with new client document, client comments;	0.10
2024-09-27	A Philli	Emails from/to client re: demand letter and draft Claim, new client document, updates to Claim;	0.30
2024-09-30	A Philli	18-minute Call with K. Kimel re: Claim	0.40
2024-09-30	DU	Call with client.	0.70
2024-09-30	A Philli	Emails from/to K. Kimel re: Statement of Claim;	0.10
2024-09-30	A Philli	Updates to draft Statement of Claim and letter enclosing same;	0.40
2024-09-30	A Philli	Review of new client document, comments sent September 20, 2024 re: Statement of Claim;	0.20
2024-10-02	A Philli	Receipt and review of emails from K. Kimel re: new client documents and reply to same; Review of new client documents;	0.30
2024-10-07	DU	email re insurance captive ,call with Enrique, email to and from Karen re Yofitt	0.70
2024-10-08	DU	email to and from Karen, call with Karen re various outstanding issues	0.50
2024-10-15	DU	Call to receiver, review Marina issue, call with Marina counsel	0.80
2024-10-15	A Philli	Receipt and review of email from F. Adam re: demand letter;	0.10
2024-10-17	DU	email to and from Karen	0.30
2024-10-18	AS	Emails from Ms. K. Kimel/D. Ullmann re. distribution letter; draft distribution letter; final review of and instructions for service for distribution letter;	0.70
2024-10-18	DU	attend to distribution, emails re same	0.70
2024-10-30	AS	Review emails between M. Pleon and D. Ullmann re. insurance captive payments;	0.20
Total			9.50

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

October 31, 2024

278

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

807946

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ullmann, David	Partner	6.20	800.00	4,960.00
Phillips Robbins, Amelia	Associate	2.40	400.00	960.00
Samat, Anisha	Associate	0.90	375.00	337.50
Total		9.50		\$6,257.50

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: October 31, 2024
Invoice Number: 807946
Matter Number: 204469-0002
Client Number: 204469
HST Number: R1194444149

Attention: In the Matter of Global Food and Ingredients Inc.

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2024-10-31	807946	\$4,132.98
Balance Due		\$4,132.98

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the invoice number(s) being paid and the file
number, to: clientservices@blaney.com

To pay by Wire (CAD):
TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022
Swift Code: TDOMCATTOR

For USD Payments:
Bank No: 004; Transit No: 10252
Beneficiary Acct Name: Blaney McMurtry LLP
2 Queen Street East Suite 1500 Toronto ON Canada
USD General Acct: 0680-7309161
Swift Code: BDFAUS3NXXX
ABA Routing No: 026009593
US Intermediary Bank: Bank of America New York, NY

(Please Reference Invoice Number)

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: November 30, 2024
Invoice Number: 811041
Matter Number: 204469-0002
Client Number: 204469
HST Number: R1194444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including November 30, 2024.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	5,595.00
	Subtotal	5,595.00
	Tax @ 13.00%	727.35
	Amount payable	\$6,322.35

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: November 30, 2024

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 811041

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-10-10	DU	Email to Yofit, email from Karen	0.30
2024-10-16	DU	email from Karen, email from Rory, call with Marina counsel	0.50
2024-10-22	DU	email to Rory, email to Karen	0.30
2024-10-23	DU	email to and from client	0.20
2024-10-29	DU	attend to Yofitt issue, call with Yofit counsel. , call with Karen.	1.60
2024-10-30	DU	Email to and from David Pleon	0.20
2024-11-08	DU	call with Karen re Yofitt	0.50
2024-11-11	DU	Call with alex, email from Karen	0.20
2024-11-13	DU	Call with Rory, call with Karen	0.60
2024-11-14	DU	review file, call with Karen, review orders and sale of real estate by parallel receiver, call with Karen	1.20
2024-11-15	DU	review file, research, draft internal memo	1.30
2024-11-18	AS	Receipt and review of emails between K. Kimel and M. Pleon re. captive calculations;	0.20
Total			7.10

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ullmann, David	Partner	6.90	800.00	5,520.00
Samat, Anisha	Associate	0.20	375.00	75.00
Total		7.10		\$5,595.00

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: November 30, 2024
Invoice Number: 811041
Matter Number: 204469-0002
Client Number: 204469
HST Number: R1194444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2024-11-30	811041	\$6,322.35
Balance Due		\$6,322.35

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TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022
Swift Code: TDOMCATTOR

For USD Payments:
Bank No: 004; Transit No: 10252
Beneficiary Acct Name: Blaney McMurtry LLP
2 Queen Street East Suite 1500 Toronto ON Canada
USD General Acct: 0680-7309161
Swift Code: BDFAUS3NXXX
ABA Routing No: 026009593
US Intermediary Bank: Bank of America New York, NY

(Please Reference Invoice Number)

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: December 31, 2024
Invoice Number: 813359
Matter Number: 204469-0002
Client Number: 204469
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including December 31, 2024.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	2,131.50
Costs (Taxable)		
Conference Call	13.00%	6.20
	Subtotal	2,137.70
	Tax @ 13.00%	277.90
	Amount payable	\$2,415.60

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: December 31, 2024

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 813359

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-11-18	DU	review file, attend to Yofit, attend to receivables	0.60
2024-11-22	DU	emails, call with Karen	0.40
2024-11-25	DU	email from Rory, email to Karen	0.20
2024-11-26	DU	email from Chris Mannion, call with Chris	0.70
2024-11-29	DU	Email to and from client, review offer regarding yo fit, call with karen, draft settlement offer, call with Karen	0.50
2024-12-02	DU	email from Rory	0.20
2024-12-04	AT	Reviewed emails re captive issues;	0.10
Total			2.70

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Teodorescu, Alexandra	Partner	0.10	515.00	51.50
Ullmann, David	Partner	2.60	800.00	2,080.00
Total		2.70		\$2,131.50

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Conference Call	6.20
Total	\$6.20

*HST is not charged

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: December 31, 2024
Invoice Number: 813359
Matter Number: 204469-0002
Client Number: 204469
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2024-12-31	813359	\$2,415.60
Balance Due		\$2,415.60

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the invoice number(s) being paid and the file
number, to: clientservices@blaney.com

To pay by Wire (CAD):
TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022
Swift Code: TDOMCATTOR

For USD Payments:
Bank No: 004; Transit No: 10252
Beneficiary Acct Name: Blaney McMurtry LLP
2 Queen Street East Suite 1500 Toronto ON Canada
USD General Acct: 0680-7309161
Swift Code: BDFAUS3NXXX
ABA Routing No: 026009593
US Intermediary Bank: Bank of America New York, NY

(Please Reference Invoice Number)

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: February 28, 2025
Invoice Number: 819113
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including February 28, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	21,279.00
Less Discount		(4,000.00)
	Subtotal	17,279.00
	Tax @ 13.00%	2,246.27
	Amount payable	\$19,525.27

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: February 28, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 819113

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-12-17	DU	review Rory proposal, call with Karen, review letter to Insurance captive	0.60
2024-12-20	DU	Attend to call re Yofit, call re insurance captive , draft offer email to Karen	0.90
2025-01-01	DU	emails re big sky shares	0.40
2025-01-08	DU	emails , call with Karen	0.30
2025-01-08	DU	email to and from receiver, call with Karen	0.60
2025-01-09	DU	emails	0.20
2025-01-17	DU	Email to karen, email to rory, review email from James re Enrique	0.50
2025-01-27	AT	Email to D Ullmann re attending hearing on Feb 4th;	0.10
2025-01-27	DU	review report of other receiver, email receiver	0.40
2025-01-27	DU	review motion record, multiple emails, review Yofit deal	0.50
2025-01-28	DU	call with Karen, draft email to Rory, review motion materials from FCC, draft email to FCC, emails to and from client and Joe Latham	1.40
2025-02-03	AT	Reviewed Motion Record and Factum from FCC Receiver; Correspondence with D Ullmann and K Kimel re same; discussions with counsel for FCC Receiver re changes to Order;	1.80
2025-02-04	AT	Call with H Meredith re sale of property and distribution; emails with FTI counsel re stay order; attendance at Court; Report to client, D Ullmann and J Latham re Court;	1.30
2025-02-04	DG	Email from D. Ullman summarizing history of Big Sky Milling and proposed Purchase and Sale of shares held by Global Food and Ingredients;	0.30
2025-02-10	AT	Reviewed emails re Yofiit settlement; emails with D Ullmann re same; drafted settlement agreement;	2.60
2025-02-10	DG	Email from D. Ullman forwarding email chain with K. Kimel regarding proposed Purchase and Sale of shares in the capital of Big Sky Milling and confirm high level terms and provisions;	0.20
2025-02-10	DG	Email from K. Kimel confirming email instructions circulated by D. Ullman;	0.10
2025-02-10	DG	Email from D. Ullman forwarding background documents and Agreements for review and consideration in light of pending Share Purchase Agreement to be drafted regarding Purchase and Sale of shares in the capital of Big Sky Milling;	0.10
2025-02-11	AT	Email to D Ullmann re documents needed for Yofiit settlement;	0.10
2025-02-13	AS	Receipt and review of email from client with	0.30

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

February 28, 2025

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Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

819113

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		comments; revise assignment agreement and email to D. Ullmann re. same;	
2025-02-13	AT	Reviewed APA, VTB Note, Inventory Agreement and ancillary documents; discussions with D Ullmann re potential settlement; reviewed correspondence with Rory; drafted settlement agreement and mutual release;	2.20
2025-02-15	DG	Attendance to preliminary review of draft Unanimous Shareholders Agreement of Big Sky Milling to confirm share transfer terms and provisions and restrictions;	0.60
2025-02-15	DG	Attendance to review of Farm Credit Canada Guarantee to be addressed as part of Share Purchase Agreement regarding Purchase and Sale of shares in the capital of Big Sky Milling;	0.30
2025-02-16	DG	Attendance to preparation of first draft of Share Purchase Agreement with respect to Purchase and Sale of shares in the capital of Big Sky Milling;	3.80
2025-02-17	DG	Attendance to review of background correspondence leading up to proposed Purchase and Sale of shares in the capital of Big Sky Milling;	0.80
2025-02-17	DG	Attendance to review of and revision to draft Share Purchase Agreement regarding Purchase and Sale of shares in the capital of Big Sky Milling;	1.40
2025-02-18	HL	Attendance to review and confirmation of instructions;	0.30
2025-02-18	HL	Attendance to review of Share Purchase Agreement;	3.80
2025-02-18	AT	Correspondence with client and Rory re settlement;	0.40
2025-02-19	HL	Attendance to confirmation of instructions re amendments;	0.10
2025-02-19	HL	Attendance to amending the Share Purchase Agreement;	2.00
2025-02-19	AT	Email to client re call to discuss settlement agreement;	0.10
2025-02-20	AT	Reviewed changes to agreement; email to K Kimel re same;	0.50
2025-02-21	AT	Reviewed and revised settlement agreement and release; Call with K Kimel re revisions to settlement agreement; call with D Ullmann re same; Made further revisions to agreement; email to K Kimel re same;	1.80
2025-02-24	HL	Attendance to review of revisions to Share Purchase Agreement;	1.10
2025-02-25	HL	Attendance to correspondence with K. Kimel to confirm amendments; Attendance to revisions and finalizing of Share Purchase Agreement;	3.30
2025-02-25	AT	Emails with Rory and client re settlement agreement;	0.30
2025-02-26	HL	Attendance to further revisions to the Share Purchase	0.50

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date: February 28, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 819113

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		Agreement;	
2025-02-26	AT	Emails with Rory re call;	0.10
2025-02-27	AT	Call with Rory re settlement and release; email to client re same;	0.70
2025-02-28	AT	Email to Rory re clarification of what is owing under inventory agreement; email to K Klmel re same;	0.10
Total			36.90

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Giantsopoulos, Dan	Partner	7.60	800.00	6,080.00
Teodorescu, Alexandra	Partner	0.10	515.00	51.50
Teodorescu, Alexandra	Partner	12.00	565.00	6,780.00
Ullmann, David	Partner	5.80	800.00	4,640.00
Lai, Hilary	Associate	11.10	325.00	3,607.50
Samat, Anisha	Associate	0.30	400.00	120.00
Total		36.90		\$21,279.00

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: February 28, 2025
Invoice Number: 819113
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-02-28	819113	\$19,525.27
Balance Due		\$19,525.27

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BDFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: April 16, 2025
Invoice Number: 822749
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including March 31, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	16,235.00
Costs (Taxable)		
Bank Charges - Wires	13.00%	12.00
	Subtotal	16,247.00
	Tax @ 13.00%	2,112.11
	Amount payable	\$18,359.11

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

292
April 16, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2024-12-03	AS	Emails from K. Kimel, M. Pleon re. captive calculations;	0.20
2025-02-03	DU	review court materials for FCC sale approval motion, email to Heather M., call with Alex, call with Karen, email to Joe Latham, mutple emails	1.30
2025-02-04	DU	meet with Alex, call with Heather, emails with Joe, prep for court, review court report, email to and from Karen regarding Big Sky	1.20
2025-02-10	DU	attend to Yofit and Big Sky docs	0.90
2025-02-13	DU	emails	0.30
2025-02-18	DG	Attendance to follow up with corporate associate to offer instructions regarding review of and revision to draft Purchase and Sale Agreement;	0.20
2025-02-18	DG	Email to Richter offering update regarding status of Purchase and Sale Agreement;	0.10
2025-02-18	DG	Attendance to receipt and review of latest draft of updated and amended Share Purchase Agreement;	0.20
2025-02-18	DG	Attendance to finalize latest draft of Share Purchase Agreement and forward to Richter for review and comment;	0.20
2025-02-18	DG	Email from Richter confirming receipt of draft Share Purchase Agreement and offer preliminary comments with respect to same;	0.10
2025-02-18	DU	attend to SPA	0.30
2025-02-19	DG	Email to Richter confirming receipt of latest comments regarding draft Share Purchase Agreement and propose follow up call to review and discuss;	0.10
2025-02-19	DG	Attendance to exchange of communications with corporate associate to offer instructions regarding amendments to Share Purchase Agreement to incorporate "as is where is" concept";	0.20
2025-02-19	DG	Attendance to follow up with corporate associate to offer instructions regarding update to draft Share Purchase Agreement to deal with adjustment mechanism as per instructions from Richter;	0.20
2025-02-19	DG	Attendance to exchange of communications with corporate associate regarding amendments to be made to draft Purchase and Sale Agreement;	0.20
2025-02-22	DG	Attendance to exchange of communications with Richter and D. Ullman regarding draft Purchase and Sale Agreement and confirm instructions regarding further amendments to be incorporated into next turn of Agreement;	0.20
2025-02-22	DU	Attend a Big Sky agreement, multiple emails	1.00
2025-02-23	DG	Attendance to review of and revision to latest draft of	0.30

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

293
April 16, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		updated and amended Share Purchase Agreement to incorporate comments received from Richter;	
2025-02-23	DG	Email to D. Ullman forwarding latest draft of updated and amended Share Purchase Agreement;	0.10
2025-02-23	DU	Call with Dan	0.20
2025-02-24	DG	Attendance to exchange of communications with D. Ullman and corporate associate regarding draft updated and amended Share Purchase Agreement and confirm instructions to circulate to Richter for review and comment;	0.20
2025-02-25	DG	Email from Richter circulating comments arising from review of draft Share Purchase Agreement and review of same;	0.10
2025-02-25	DG	Attendance to follow up with corporate associate to review and discuss amendments to draft Share Purchase Agreement as proposed by Richter and offer instructions regarding review of and revision to draft Share Purchase Agreement;	0.20
2025-02-26	DG	Attendance to exchange of communications with Richter and D. Ullman regarding next turn of draft Share Purchase Agreement;	0.20
2025-02-26	DG	Email from Richter offering updated instructions regarding draft Share Purchase Agreement and confirm that adjustment mechanism no longer needed and entire purchase price will be paid on closing;	0.10
2025-02-26	DG	Attendance to further exchange of communications with D. Ullman and corporate associate regarding next turn of draft updated and amended Share Purchase Agreement;	0.20
2025-02-26	DG	Email from Richter approving amended draft of Share Purchase Agreement;	0.10
2025-02-26	DU	draft Big Sky agreement, email with associate, email with client, emails, review amendments	0.90
2025-03-04	DG	Email from D. Ullman following up with Richter regarding status of draft Purchase and Sale Agreement;	0.10
2025-03-04	AT	Reviewed APA, VTB and associated agreements; correspondence with Rory re default; email to K Kimel re same;	1.00
2025-03-05	AT	Correspondence with K Kimel and D Ullmann re defaults and amendments to settlement documents;	0.70
2025-03-06	AT	Email to R McGovern re revised minutes of settlement;	0.20
2025-03-07	DG	Attendance to exchange of communications with D. Ullman and Opposing Counsel regarding updated and amended Share Purchase Agreement;	0.20

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

April 16, 2025

294

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-03-07	DG	Attendance to preliminary review of updated and amended Share Purchase Agreement;	0.10
2025-03-07	DG	Email from K. Kimel offering comments regarding updated and amended draft Share Purchase Agreement;	0.10
2025-03-07	DG	Attendance to exchange of communications with corporate associate regarding latest draft of updated and amended Share Purchase Agreement and offer instructions regarding next steps;	0.10
2025-03-10	DG	Attendance to exchange of communications with D. Ullman and corporate associate regarding draft updated and amended Share Purchase Agreement and confirm instructions to follow up with Opposing Counsel regarding next steps;	0.20
2025-03-10	HL	Attendance to review of changes to Share Purchase Agreement; attendance to correspondence with K. Kimel to finalize Share Purchase Agreement;	0.30
2025-03-10	AT	Correspondence with K Kimel re revised settlement; Email to R McGovern re same;	0.30
2025-03-11	AT	Correspondence with client and R McGovern re settlement;	0.20
2025-03-13	DG	Attendance to exchange of communications with Richter and D. Ullman regarding pending closing of purchase and sale transaction and confirm instructions regarding next steps;	0.20
2025-03-13	DG	Attendance to preparation of preliminary outline of draft Closing Agenda regarding pending closing of purchase and sale transaction;	0.30
2025-03-13	DG	Attendance to meeting with corporate associate to review and revise draft Closing Agenda regarding pending closing of purchase and sale transaction;	0.40
2025-03-13	DG	Attendance to exchange of communications with corporate associate regarding closing logistics and offer instructions regarding follow up with Richter and Opposing Counsel with respect to open and outstanding issues;	0.20
2025-03-13	DG	Attendance to exchange of communications with Opposing Counsel and confirm that closing will be pushed back into the following week due to various open and outstanding issues to be addressed prior to closing;	0.20
2025-03-13	DG	Email from D. Ullman circulating email chain regarding Unified Agri and review of terms and provisions of proposed termination;	0.20
2025-03-13	AT	Finalized settlement agreement; email to K Kimel re execution version of agreement;	0.30

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

April 16, 2025

295

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-03-14	DG	Attendance to exchange of communications with corporate associate regarding Unified Agri termination Agreement and offer instructions regarding next steps;	0.20
2025-03-14	DG	Attendance to receipt and review of summary of background details leading upto proposed execution of Termination Agreement;	0.20
2025-03-14	HL	Attendance to review of email and correspondence with D. Giantsopoulos re termination agreement;	0.80
2025-03-16	AT	Email to Rory re settlement;	0.10
2025-03-18	DG	Attendance to exchange of communications with corporate associate regarding pending review of Termination Agreement;	0.20
2025-03-19	DG	Email from D. Ullman regarding pending review of Termination Agreement;	0.10
2025-03-19	DG	Attendance to follow up with corporate associate to confirm open and outstanding issues;	0.10
2025-03-19	DG	Telephone call to K. Kimel of Richter to discuss terms and provisions of termination and confirm instructions regarding next steps;	0.20
2025-03-19	DG	Email to K. Kimel of Richter requesting copy of Termination Agreement;	0.10
2025-03-19	DG	Email from K. Kimel of Richter forwarding Termination Agreement for review and comment;	0.10
2025-03-19	DG	Email from Opposing Counsel forwarding draft Closing Agenda for review and comment;	0.10
2025-03-19	DG	Attendance to preliminary review of draft Closing Agenda regarding pending closing of purchase and sale transaction;	0.20
2025-03-20	DG	Attendance to exchange of communications with Opposing Counsel regarding further amendments to draft Closing Agenda;	0.20
2025-03-20	DG	Attendance to exchange of communications with corporate associate to confirm instructions regarding production of supporting closing documents in anticipation of closing of transaction;	0.20
2025-03-21	DG	Attendance to exchange of communications with corporate associate to offer instructions regarding production of supporting closing documents regarding pending closing of Purchase and Sale transaction;	0.20
2025-03-24	DG	Attendance to exchange of communications with Opposing Counsel and corporate associate regarding pending closing of Purchase and Sale transaction and work through open and outstanding issues;	0.20
2025-03-24	HL	Attendance to correspondence with K. Kimel to confirm location of minute books; attendance to	1.40

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

April 16, 2025

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Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		preparation of receipt;	
2025-03-24	HL	Attendance to review of Unified termination agreement;	1.00
2025-03-25	DG	Attendance to exchange of communications with Opposing Counsel and corporate associate regarding working through and finalizing open and outstanding issues in anticipation of anticipated closing of purchase and sale transaction;	0.50
2025-03-26	AT	Emails with Rory and K Kimel re release;	0.20
2025-03-26	DG	Attendance to exchange of communications with corporate associate to review and discuss terms and provisions of Termination Agreement and offer instructions to follow up with Richter to secure copy of Participation Agreement;	0.20
2025-03-26	HL	Attendance to preparation of documents for execution; attendance to continued correspondence with opposing counsel to confirm final version of executed documents;	2.00
2025-03-27	DG	Attendance to exchange of communications with corporate associate regarding closing related matters and propose follow up call with D. Ullman to confirm open and outstanding issues;	0.20
2025-03-27	HL	Attendance to correspondence for confirmation of wire transfer information; attendance to call with K. Kimel for verbal confirmation; attendance to correspondence with opposing counsel to confirm release of closing document;	0.70
Total			24.20

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Giantsopoulos, Dan	Partner	8.70	800.00	6,960.00
Teodorescu, Alexandra	Partner	3.00	565.00	1,695.00
Ullmann, David	Partner	6.10	900.00	5,490.00
Lai, Hilary	Associate	6.20	325.00	2,015.00
Samat, Anisha	Associate	0.20	375.00	75.00
Total		24.20		\$16,235.00

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Bank Charges - Wires	12.00
Total	\$12.00

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

April 16, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

822749

*HST is not charged

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: April 16, 2025
Invoice Number: 822749
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-04-16	822749	\$18,359.11
Balance Due		\$18,359.11

Please Remit to:

To pay by Visa, Mastercard, Amex, or Interac e-Transfer please [Click here to pay](#)

To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com

To pay by Wire (CAD):

TD Canada Trust, Bank No. 004, Transit No. 10252,
General Account No. 0680-5215022
Swift Code: TDOMCATTOR

For USD Payments:

Bank No: 004; Transit No: 10252
Beneficiary Acct Name: Blaney McMurtry LLP
2 Queen Street East Suite 1500 Toronto ON Canada
USD General Acct: 0680-7309161
Swift Code: BOFAUS3NXXX
ABA Routing No: 026009593
US Intermediary Bank: Bank of America New York, NY

(Please Reference Invoice Number)

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: April 30, 2025
Invoice Number: 824151
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.
To our professional services up to and including April 30, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	6,878.50
	Subtotal	6,878.50
	Tax @ 13.00%	894.21
	Amount payable	\$7,772.71

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

300
April 30, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

824151

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-03-05	DU	attend to Yofit deal, call Alex re agreement with Rory, review agreement, call Karen	1.40
2025-03-24	DU	emails related to closing of 35 Oak deal	0.20
2025-03-25	DU	emails	0.20
2025-03-28	DU	emails re costs sharing and FCC distribution, call with Dan, call with Karen	0.50
2025-04-01	HL	Attendance to review of Participation Agreement and continued review of termination agreement; attendance to correspondence re termination agreement;	1.90
2025-04-02	DG	Attendance to receipt and review of latest draft of updated and amended termination Agreement and offer instructions to corporate associate to follow up with K. Kimel;	0.20
2025-04-03	DG	Attendance to offer instructions to corporate associate to circulate updated and amended Termination Agreement for review and comment;	0.10
2025-04-03	HL	Attendance to correspondence with K. Kimel to confirm revisions to Termination Agreement along with blackline comparison;	0.10
2025-04-07	AT	Email to D Ullmann re email from D Kapoor re motion to lift the stay;	0.10
2025-04-07	DU	call with Alex re possible lift stay application	0.30
2025-04-08	AT	Emails with K Kimel and D Kapoor re call to discuss motion to lift the stay;	0.40
2025-04-09	DG	Email from K. Kimel following up on status of draft termination Agreement;	0.10
2025-04-09	AT	Email to D Kapoor re call;	0.10
2025-04-10	AT	Call with counsel for Siena re litigation against directors;	0.40
2025-04-10	DU	review D&O action, attend call with Slenna counsel, call with Karen, call with Hiliary, review insurance captive issue	1.00
2025-04-10	HL	Attendance to call with K. Kimel to discuss indemnity provision and confirm changes to Unified Termination Agreement;	0.60
2025-04-10	HL	Attendance to discussion with D. Ullmann to discuss indemnity provision and inclusion in Unified Termination Agreement;	0.10
2025-04-10	HL	Attendance to correspondence with K. Kimel to confirm inclusion of indemnity provision;	0.10
2025-04-11	DG	Attendance to exchange of communications with K. Kimel and corporate associate regarding draft updated and amended Termination Agreement and confirm	0.10

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

301
April 30, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

824151

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		instructions to circulate to Opposing Counsel for review and comment;	
2025-04-11	AT	Reviewed motion record from FTI re distribution and discharge order; reviewed email from D Ullmann to K Kimel;	0.50
2025-04-11	DU	review FCC motion record, report to client, call with Karen	0.90
2025-04-11	HL	Attendance to correspondence to opposing counsel re revisions to Unified Termination Agreement;	0.40
2025-04-11	HL	Attendance to correspondence confirming final draft of Unified Termination Agreement;	0.10
2025-04-14	AT	Reviewed email from K Kimel re motion materials drafted by counsel for Siena re director's litigation;	0.10
2025-04-16	AT	Reviewed materials re lift stay motion;	0.60
2025-04-25	AT	Reviewed emails between D Ullmann and D Kapoor re litigation against directors;	0.10
2025-04-28	AT	Reviewed emails from D Ullmann to counsel for Siena re litigation against directors;	0.10
Total			10.70

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Giantsopoulos, Dan	Partner	0.50	800.00	400.00
Teodorescu, Alexandra	Partner	2.40	565.00	1,356.00
Ullmann, David	Partner	4.50	900.00	4,050.00
Lai, Hilary	Associate	3.30	325.00	1,072.50
Total		10.70		\$6,878.50

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: April 30, 2025
Invoice Number: 824151
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-04-30	824151	\$7,772.71
Balance Due		\$7,772.71

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay <i>To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com</i>	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: June 30, 2025
Invoice Number: 829125
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including June 30, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	8,520.50
Costs (Taxable)		
Photocopying	13.00%	3.50
Colour Copies	13.00%	1.50
Cyberbahn Agent Service Fee	13.00%	28.80
Courier	13.00%	74.46
Costs (Non-Taxable)		
Filing Fees* - Non-Taxable		16.00
	Subtotal	8,644.76
	Tax @ 13.00%	1,121.74
	Amount payable	\$9,766.50

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

June 30, 2025

304

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

829125

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-04-21	DU	email to and from client, email to and from counsel for FCC	0.30
2025-04-23	DU	email with client regarding claim by Sienna against directors, email client regarding changes to form of order and steps by FCC receiver, attend court re FCC discharge , report to client	1.50
2025-04-25	DU	attend to D&O Claim	0.20
2025-04-30	DU	call with Karen, multiple emails regarding payment of Yofit settlement	0.60
2025-05-26	AT	Email to D Kapoor re scheduling of motion to lift the stay;	0.10
2025-05-27	AT	Reviewed email from Court and D Kapoor re scheduling of 930 appointment on lift stay motion;	0.10
2025-06-01	DU	email to and from receiver .3, review distribution	3.00
2025-06-02	DG	Email from K. Kimel forwarding draft redemption resolution for review and comment;	0.10
2025-06-02	DG	Attendance to review of draft redemption resolution and follow up with D. Ullman regarding same;	0.30
2025-06-02	DU	attend to distribution, review shareholder resolution issue, email to and from Dan	0.50
2025-06-02	AT	Email to D Kapoor re scheduling motion and Caselines;	0.10
2025-06-03	DU	review shareholder arrangement, email to client 1005, call Karen	0.80
2025-06-03	AT	Reviewed correspondence from D Kapoor re adjournment; email to K Kimel re same;	0.20
2025-06-03	AT	Correspondence with H Fisher re lift stay motion;	0.30
2025-06-04	AT	Attended scheduling appointment;	0.40
2025-06-05	JK	Conducted Federal and Ontario Corporate searches on 11567403 Canada Inc.;	0.20
2025-06-05	DU	draft email re captive	0.30
2025-06-06	DU	email to and from Richter .	0.20
2025-06-09	JK	Conducted Corporate search on Big Sky Milling Inc.;	0.20
2025-06-16	AT	Correspondence with Court and counsel for Siena re scheduling appointment; email to client re same; correspondence with D Ullmann re same;	0.40
2025-06-18	AT	Email to counsel for Siena re scheduling for motion to lift stay;	0.10
2025-06-19	AT	Attended Court re scheduling of lift stay motion; email to client and counsel for Siena re same;	0.80
Total			10.70

Fees may include charges for services provided by Lawco Limited. Details are available upon request.

Matter Number: 204469-0002

Invoice Date:

June 30, 2025

305

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

829125

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Giantopoulos, Dan	Partner	0.40	800.00	320.00
Teodorescu, Alexandra	Partner	2.50	565.00	1,412.50
Ullmann, David	Partner	7.40	900.00	6,660.00
Kroupis, John	Clerk	0.40	320.00	128.00
Total		10.70		\$8,520.50

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Colour Copies	1.50
Courier	74.46
Cyberbahn Agent Service Fee	28.80
Filing Fees* - Non-Taxable	16.00
Photocopying	3.50
Total	\$124.26

*HST is not charged

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: June 30, 2025
Invoice Number: 829125
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-06-30	829125	\$9,766.50
Balance Due		\$9,766.50

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay <i>To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com</i>	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: August 31, 2025
Invoice Number: 833949
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including August 31, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	2,603.50
Costs (Taxable)		
Colour Copies	13.00%	1.50
Photocopying	13.00%	0.70
	Subtotal	2,605.70
	Tax @ 13.00%	338.74
	Amount payable	\$2,944.44

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

August 31, 2025

308

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

833949

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-06-19	DU	Review scheduling issues for Lyft stay motion, email to client	0.20
2025-06-25	DU	attend to distritbuion	0.80
2025-07-02	AT	Reviewed motion materials and factum re lift stay motion; call with K Klmel re motion; attended motion before Justice Steele; email to K Kimel re Order;	1.40
2025-07-03	AT	Email to D Ullmann re update on file;	0.30
2025-07-04	AT	Call with D Ullmann re court attendance and next steps;	0.20
2025-07-23	DU	review claim for indemnity, email to and from Karen, draft response to d&o	0.60
2025-08-13	ABotejue	Correspondence with client re distribution notice; Prepare and serve Distribution Notice.	0.40
Total			3.90

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Teodorescu, Alexandra	Partner	1.90	565.00	1,073.50
Ullmann, David	Partner	1.60	900.00	1,440.00
Botejue, Ariyana	Clerk	0.40	225.00	90.00
Total		3.90		\$2,603.50

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Colour Copies	1.50
Photocopying	0.70
Total	\$2.20

*HST is not charged

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: August 31, 2025
Invoice Number: 833949
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-08-31	833949	\$2,944.44
Balance Due		\$2,944.44

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay <i>To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com</i>	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: September 30, 2025
Invoice Number: 836142
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including September 30, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	900.00
	Subtotal	900.00
	Tax @ 13.00%	117.00
	Amount payable	\$1,017.00

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: September 30, 2025

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 836142

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-08-13	DU	call with Karen, emails, attend to distribution	1.00
Total			1.00

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ullmann, David	Partner	1.00	900.00	900.00
Total		1.00		\$900.00

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: September 30, 2025
Invoice Number: 836142
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-09-30	836142	\$1,017.00
Balance Due		\$1,017.00

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: December 31, 2025
Invoice Number: 843775
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including December 31, 2025.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	1,933.00
Costs (Taxable)		
Cyberbahn Agent Service Fee	13.00%	18.25
	Subtotal	1,951.25
	Tax @ 13.00%	253.66
	Amount payable	\$2,204.91

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: December 31, 2025

314

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 843775

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-09-22	DU	email re HST set off issue	0.20
2025-10-27	DU	Review file regarding payment date for sale of ip, email to and from receiver	0.40
2025-11-28	AT	Reviewed emails re distribution;	0.20
2025-12-02	GM	Reviewed correspondences; locating Settlement and Release Agreement.	0.90
2025-12-03	GM	Reviewed Settlement and Release agreement; provided comments and next steps.	1.00
2025-12-04	GM	Reviewed the Settlement and Release Agreement; reviewed the Full and Final Mutual Release; corresponded with D. Ullmann and K Kimel; discussed with A. Teodorescu; prepared the discharge statement (PPSA).	0.70
2025-12-04	JK	Completed draft PPSA financing discharge statement for the lawyer to review on 14901100 Canada Inc.;	0.30
2025-12-08	GM	Corresponded with K. Kimel; released the Full and Final Release; submitted discharge registration.	0.50
2025-12-08	JK	Registered PPSA financing discharge statement on 14901100 Canada Inc.;	0.20
2025-12-09	GM	Reviewed the verification statement; corresponded with K. Kimel	0.10
Total			4.50

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Teodorescu, Alexandra	Partner	0.20	565.00	113.00
Ullmann, David	Partner	0.60	900.00	540.00
Georges Melkon	Associate	3.20	350.00	1,120.00
Kroupis, John	Clerk	0.50	320.00	160.00
Total		4.50		\$1,933.00

Disbursement Summary

<u>Description</u>	<u>Amount</u>
Cyberbahn Agent Service Fee	18.25
Total	\$18.25
*HST is not charged	

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: December 31, 2025
Invoice Number: 843775
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2025-12-31	843775	\$2,204.91
Balance Due		\$2,204.91

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay <i>To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com</i>	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: January 31, 2026
Invoice Number: 846865
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including January 31, 2026.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	1,125.00
	Subtotal	1,125.00
	Tax @ 13.00%	146.25
	Amount payable	\$1,271.25

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date:

January 31, 2026

317

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number:

846865

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2025-11-27	DU	Email to and from client	0.20
2025-11-28	ABotejue	Communications with client; Prepare distribution notice; Communications with counsel; Email distribution notice to the service list.	1.00
2025-11-28	DU	Review payment of your fit amount, call with karen, attended distribution letter	0.50
2025-12-03	DU	review settlement, email to client	0.30
Total			2.00

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ullmann, David	Partner	1.00	900.00	900.00
Botejue, Ariyana	Clerk	1.00	225.00	225.00
Total		2.00		\$1,125.00

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: January 31, 2026
Invoice Number: 846865
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2026-01-31	846865	\$1,271.25
Balance Due		\$1,271.25

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: February 28, 2026
Invoice Number: 849412
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

INVOICE

Matter: In the Matter of Global Food and Ingredients Inc.

To our professional services up to and including February 28, 2026.

	Tax Rate	Amount (CAD)
Professional Fees	13.00%	6,420.00
	Subtotal	6,420.00
	Tax @ 13.00%	834.60
	Amount payable	\$7,254.60

BLANEY McMURTRY LLP

David Ullmann
E. & O.E

Invoice due on receipt

Terms: Terms: Payment upon receipt. Interest as allowed in the Solicitors Act at a rate of 12.0% per annum, calculated monthly will be added to all amounts overdue 30 days or more.

Matter Number: 204469-0002

Invoice Date: February 28, 2026

Matter: In the Matter of Global Food and Ingredients Inc.

Invoice Number: 849412

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
2026-01-26	DU	call with Karen, review file re possible discharge	0.30
2026-02-05	ABotejue	Email to and from Court re discharge motion; Email to Ullmann.	0.10
2026-02-06	ABotejue	Email to Karen Kimel regarding discharge dates.	0.10
2026-02-09	ABotejue	Email from counsel; Prepare requisition and submit to Court; Email from Court booking date.	0.20
2026-02-19	AT	Correspondence with K Kimel and D Kapoor re notice of discontinuance for D&O litigation; correspondence with D Ullmann re March 4th distribution and discharge motion;	0.70
2026-02-20	AT	Reviewed overview from client; email to K Kimel re same;	0.20
2026-02-23	AT	Drafted NOM and Order re distribution; reviewed and revised report re discharge and distribution; correspondence with client and DTU re same;	4.50
2026-02-24	AT	Worked on drafting discharge materials; correspondence with Court re attendance; correspondence with client and D Ullmann re same;	2.60
2026-02-26	AT	Correspondence with Court re scheduling; emails to McCarthys re discharge;	0.50
2026-02-27	AT	Call with D Ullmann re report and next steps; reviewed emails from counsel for FTI re discharge; correspondence with Court re attendance;	0.80
Total			10.00

Timekeeper Summary

<u>Name</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Teodorescu, Alexandra	Partner	9.30	650.00	6,045.00
Ullmann, David	Partner	0.30	950.00	285.00
Botejue, Ariyana	Clerk	0.40	225.00	90.00
Total		10.00		\$6,420.00

Richter Inc.
181 Bay Street, Suite 3510
Toronto, ON, M5J 2T3

Invoice Date: February 28, 2026
Invoice Number: 849412
Matter Number: 204469-0002
HST Number: R119444149

Attention: Ms. Karen Kimel

REMITTANCE COPY

In the Matter of Global Food and Ingredients Inc.

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
2026-02-28	849412	\$7,254.60
Balance Due		\$7,254.60

Please Remit to:	To pay by Visa, Mastercard, Amex, or Interac e-Transfer please Click here to pay <i>To ensure that your payment is applied correctly, please send us an email, including the invoice number(s) being paid and the file number, to: clientservices@blaney.com</i>	To pay by Wire (CAD): TD Canada Trust, Bank No. 004, Transit No. 10252, General Account No. 0680-5215022 Swift Code: TDOMCATTOR For USD Payments: Bank No: 004; Transit No: 10252 Beneficiary Acct Name: Blaney McMurtry LLP 2 Queen Street East Suite 1500 Toronto ON Canada USD General Acct: 0680-7309161 Swift Code: BOFAUS3NXXX ABA Routing No: 026009593 US Intermediary Bank: Bank of America New York, NY (Please Reference Invoice Number)
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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 1001235542 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at **TORONTO**

FEE AFFIDAVIT OF BLANEY MCMURTRY LLP

BLANEY MCMURTRY LLP

Lawyers
2 Queen Street East, Suite 1500
Toronto, ON, M5C 3G5

David T. Ullmann (LSO #42357I)

Tel: (416) 596-4289

Email: dullmann@blaney.com

Alexandra Teodorescu (LSO # 63889D)

Tel: (416) 596-4279

Email: ateodorescu@blaney.com

Georges Melkon (LSO #89454A)

Tel: (416) 593-3935

Email: gmelkon@blaney.com

Lawyers for the Monitor, Deloitte Restructuring Inc