

September 8, 2025

**To: The Employees of Flow Water Inc. and Flow Beverages Inc.
("Flow" of the "Company")**

**Re: In the Matter of the Receivership of Flow Beverage Corp., Flow Water Inc.,
Flow Beverages Inc., 2446692 Ontario Limited and Flow Glow Beverages Inc.
Court File No. CV-25-00750817-00CL**

MONTREAL

1981 McGill College
Montréal QC H3A 0G6
514.934.3400

TORONTO

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

CHICAGO

200 South Wacker, #3100
Chicago IL 60606
312.828.0800

Take notice that on September 4, 2025, Richter was appointed as receiver (the "**Receiver**") of all of the assets, undertakings and properties (the "**Property**") of **Flow Beverage Corp., Flow Water Inc., Flow Beverages Inc., 2446692 Ontario Limited and Flow Glow Beverages Inc.** (collectively, the "**Debtors**") pursuant to an order (the "**Receivership Order**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

As you are aware, the Company announced that Flow and its subsidiaries entered into a support agreement (the "**Support Agreement**") with NFS Leasing Canada Inc. and RI Flow LLC (together, the "**Lenders**") whereby Flow's business assets are contemplated to be transitioned to the Lenders or their designee through a structured foreclosure (the "**Restructuring Transaction**"). The Lenders have agreed to fund the receivership proceedings while the Restructuring Transaction is implemented, which will permit the Company's business to operate in the ordinary course.

In accordance with the terms of the Receivership Order, the Company continues to be the employer of Flow's employees until such time as the Receiver, on the Debtors' behalf, may terminate the employment of such employees. For greater certainty, the Receiver is not your employer pursuant to the Receivership Order and, as such, the Receiver is not responsible for any employer-related liabilities, including any successor employer liability such as any unpaid salary, wages, vacation pay, payment in lieu of notice (termination pay), severance pay, or any other employee benefits or accrued incentives or entitlements owed to you by Flow.

Flow has committed to paying wages owing (including accrued vacation pay) for work performed by its employees both prior to and after the date of the Receivership Order and intends to continue employing the necessary staff on a going-forward basis through the Restructuring Transaction, which is intended to permit the Company to continue to operate in the ordinary course.

As part of its mandate, the Receiver intends to work with the Company to facilitate eligible employees (which refers to only terminated employees) in submitting claims to Service Canada under the *Wage Earner Protection Program Act*, S.C. 2005, c.47, s.1 ("**WEPP**"), a program developed by the Canadian Federal Government to provide certain financial relief to employees when their employer becomes bankrupt or subject to a receivership. Generally, and provided eligibility is accepted, WEPP covers, among other things, eligible wages, up to a maximum of \$8,844.22 that an employee earned or became entitled to in the last six (6) months preceding the receivership of the employer. Further background information concerning WEPP is available online at <http://www.servicecanada.gc.ca/eng/sc/wepp/>.

Should you have any questions concerning the above, please do not hesitate to contact

- Baldeep Dhillon via email at bdhillon@richter.ca or via telephone at 514.934.3440 ext. 4758 or
- Shawn Travitsky via email at stravitsky@richter.ca or via telephone at 514.934.3505

of the Receiver's office.

A copy of the Receivership Order and other documents can be obtained from the Receiver's website at <https://www.richter.ca/insolvencycase/flow-beverage-corp-flow-water-inc-flow-beverages-inc-flow-glow-beverages-inc-and-2446692-ontario-limited/>

Yours very truly,

Richter Inc.

Solely in its capacity as court-appointed Receiver of Flow Beverage Corp., Flow Water Inc., Flow Beverages Inc., 2446692 Ontario Limited and Flow Glow Beverages Inc.
And not in its corporate or personal capacity