

ONTARIO  
SUPERIOR COURT OF JUSTICE  
[COMMERCIAL LIST]

THE HONOURABLE JUSTICE ) MONDAY THE 12 DAY  
 )  
CAMPBELL ) OF MARCH, 2012

BANK OF MONTREAL

Applicant

- and -



NFC ACQUISITION GP INC., NFC ACQUISITION CORP.,  
NFC ACQUISITION L.P., NEW FOOD CLASSICS and  
NFC LAND HOLDINGS CORP.

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by FTI Consulting Canada Inc., in its capacity as the Court-appointed receiver (the “Receiver”) of the undertakings, property and assets of NFC ACQUISITION GP INC., NFC ACQUISITION CORP., NFC ACQUISITION L.P., NEW FOOD CLASSICS AND NFC LAND HOLDINGS CORP (collectively, the “Debtors”), for an order approving the transaction (the “Transaction”) contemplated by an agreement of purchase and sale (the “Sale Agreement”) between the Receiver and Grand River Foods Ltd. (the “Purchaser”) dated February 28, 2012, and appended to the report of the Receiver dated March 2, 2012 (the “First Report”), and vesting in the Purchaser, the Debtors’ right, title and interest in and to the “Purchased Assets” as defined in the Sale Agreement (the “Purchased Assets”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Report and on hearing the submissions of counsel for the Receiver, Bank of Montreal, and certain of the directors, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Caitlin Fell sworn March 6, 2012, and filed:

1. THIS COURT ORDERS that the time for service of the notice of motion and the motion record herein be and is hereby abridged and the service thereof validated, so that the motion is properly returnable today.

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

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets listed on **Schedule "B"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any

encumbrances or charges created by the Orders made in Court File No. CV12-9554-00CL dated January 16, 2012 and February 16, 2012, and by the Court in this proceeding on February 22, 2012; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Saskatchewan) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of these proceedings;

- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

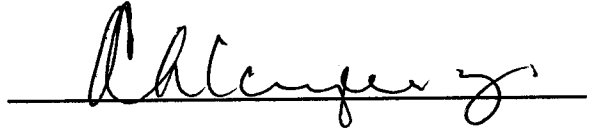
the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent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

*McG.* ~~THIS COURT ORDERS that the confidential appendices to the First Report be and are hereby sealed pending further order of this Honourable Court.~~ *McG.*

8. THIS COURT ORDERS that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. 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.

A handwritten signature in cursive script, written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

A small, stylized handwritten mark or signature.

MAR 12 2012

**Schedule A – Form of Receiver’s Certificate**

Court File No. CV-12-9616-00CL

**BANK OF MONTREAL**

Applicant

- and -

**NFC ACQUISITION GP INC., NFC ACQUISITION CORP.  
NFC ACQUISITION L.P., NEW FOOD CLASSICS and  
NFC LAND HOLDINGS CORP.**

Respondent

**RECEIVER’S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the “**Court**”) dated February 22, 2012 (the “**Appointment Order**”), FTI Consulting Canada Inc. was appointed as the receiver (the “**Receiver**”) of the undertaking, property and assets of NFC Acquisition GP Inc., NFC Acquisition L.P., NFC Acquisition Corp., New Food Classics and NFC Land Holdings Corp. (the “**Debtors**”).
- B. Pursuant to an Order of the Court dated March 12, 2012, the Court approved the agreement of purchase and sale made as of February 28, 2012 (the “**Sale Agreement**”) between the Receiver and Grand River Foods Ltd. (the “**Purchaser**”) and provided for the vesting of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

**THE RECEIVER CERTIFIES** the following:

- 1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in Article 5 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at [TIME] on [DATE].

**FTI Consulting Canada Inc.**, solely in its capacity as court-appointed receiver of the assets, undertakings and properties of **NFC Acquisition GP Inc., NFC Acquisition L.P., NFC Acquisition Corp., New Food Classics and NFC Land Holdings Corp.**, and not in its personal or corporate capacity

By: \_\_\_\_\_  
Name:  
Title:

### Schedule B – Purchased Assets

“Purchased Assets” is defined in the Sale Agreement as all of the Debtors’ right, title and interest in, to and under, or relating to, the assets listed in Schedule “A” therein.

Schedule “A” comprises of:

Quantity	Asset
1	2007 Formax “M-700” Patty Forming Machine s/n F9FX70 complete with take away conveyor – NFC asset #7277
1	2007 Formax “M-700” Patty Forming Machine s/n F3AZ50 complete with take away conveyor – NFC asset # 7328
2	Cuber/Scorer plus scoring tooling rack and spares – NFC asset # 7021 & 7206
2	Interleveller Paper Feed System with 20” x 48” Rubber Band Belt plus takeaway conveyors for interleveller – NFC asset # 7162, 7060, 7061 & 7082
2	Formax Patty Stackers with takeaway conveyors – NFC asset # 7085, 7086, 7333, 7095, 7096 & 7097
2	Safeline Metal Detector with Belt – NFC asset #7084 & 7209
1	Consolidated HC4400 End Load Cartoner – NFC asset # 7329A, 7329B, 7329, 7290 and 7349
1	Eagle Pack X Ray Machines – NFC asset # 7300
2	Sets of Tender Form Fill Plates (regular) for Formax 700
2	Sets of Tender Form Fill Plates (tapered) for Formax 700
1	Set of Regular Fill Plates
12	Sets Formax 700 primary plates and knockouts
6	Sets Formax 26 primary plates and knockouts
3	Formax Tooling Carts on Wheels



BANK OF MONTREAL

Applicant

and NFC ACQUISITION GP INC., NFC ACQUISITION CORP.  
NFC ACQUISITION L.P., NEW FOOD CLASSICS and  
NFC LAND HOLDINGS CORP.

Respondents

Court File No. CV-12-9616-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
[COMMERCIAL LIST]**

**Proceeding commenced at TORONTO**

**APPROVAL AND VESTING ORDER**

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Solicitors for FTI Consulting Canada Inc., Receiver of  
NFC ACQUISITION GP INC., NFC ACQUISITION  
CORP. AND NFC LAND HOLDINGS CORP. and not  
in its personal or corporate capacity