



Sunshine Investments Inc.

Sales Information Package – 20 Forest Road, Northern Arm, NL

November 2023



Wherever business takes you

[MNP.ca](https://www.mnp.ca)



Disclaimer

- This package has been prepared solely for the information of parties expressing an interest in specific assets of **Sunshine Investments Inc.** (the “**Company**” or “**Sunshine Investments**”).
- The information in this package (the “**Information Package**”) has been obtained from the Company and other sources and has been prepared for the purpose of providing interested parties with general information to assist them in their evaluation of the assets, for the purposes of determining whether or not to proceed with an offer for the acquisition of these assets on an as-is basis.
- This information is subject to change and has not been audited or otherwise verified by the Receiver, or its employees or agents and they do not accept any responsibility for the accuracy, completeness of such information or any other written or oral communication transmitted or made available to a prospective purchaser or any loss that may arise from its use. None of the Receiver, the Company, or any of their affiliates or associates or their directors, officers, employees, agents, shareholders or advisors undertakes to update or otherwise revise or correct any inaccuracies which become apparent in this Information Package or other information supplied.
- The assets are being sold on an “**as is where is**” basis. Without limiting the generality of the foregoing, a tender will be accepted on the basis that no representation, warranty, inducement or condition has been expressed, given or made or can be implied as to title, size, description, fitness for purpose or intended use, quantity, number, condition or quality of the assets or in respect of any other matter or thing whatsoever, and the tenderer shall be deemed to have relied entirely upon his own inspection and investigation of the assets.
- The Receiver reserves the right to negotiate with one or more prospective purchasers at any time and to enter into a definitive agreement related to an acquisition of the assets without prior notice to the recipient or other prospective purchasers. Also, the Receiver reserves the right to terminate, at any time, further participation in the investigation and proposal process by any party and to modify data, documentation, confidentiality and other procedures at any time and at its discretion without providing any reason to any party.
- Each potential purchaser must rely on its own investigation and due diligence to satisfy itself as to all matters related to the information presented herein, or any other information provided in connection herewith.
- No attempt should be made to contact any representative or employees of the Company. All communications, inquiries and requests for information relating to the Information Package or to a possible transaction involving the Company should be addressed to the Receiver.

Paul Pettigrew
Senior Vice President
902-334-2016
paul.pettigrew@mnp.ca

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Sales Process Overview

Sales Process Overview

Background:

- On July 4, 2023, MNP Ltd. became the Receiver (the “Receiver”) in respect of specific property and assets of Sunshine Investments Inc. (the “Company” or “Sunshine Investments”) by virtue of being appointed by Farm Credit Canada.
- On August 16, 2023, the Royal Bank of Canada appointed BDO Canada Limited (“BDO”) as its receiver on specific property and assets of Sunshine Investments, including specific machinery and equipment relating to the Company’s abattoir and other operations. The BDO assets are included for sale in this Information Package.
- This Information Package shall be exclusively for the Receiver’s interest in the Crown Leases, buildings, machinery and equipment, and the BDO assets located at 20 Forest Road, Northern Arm, Newfoundland and Labrador.

Sales Process:

- The Receiver intends to make the Information Package available to all interested parties. Prospective purchasers are invited to submit an offer for purchase of the assets as described in this document. The sales process will be managed in accordance with the Terms and Conditions of Sale as presented in **Appendix A**. The Receiver retains the right at any time to terminate or alter the sales process without compensation to any party.

Offers for Purchase:

- Following review of the Information Package, prospective purchasers are asked to submit a binding offer on the Form of Offer as presented in **Appendix B**, to the Halifax office of MNP Ltd. on or before **4:30pm AST, Monday, January 15, 2024**.
- The Receiver will review the offers to purchase and select the final acquirer(s). The Receiver does not have to accept the highest or any offer(s). The Receiver intends to select the offer(s) considered to be most favourable in terms of meeting the Receiver’s objectives.
- Prospective purchasers may obtain additional details on the opportunity and viewing arrangements of the Property by contacting Justin Noftall at 902-334-2024 or by email at justin.noftall@mnp.ca.

Assets Available for Sale

Assets Available for Sale

Parcel 1 – Crown Leases and Buildings

Location:

- Sunshine Investments Inc. operated from its land and buildings located at 20 Forest Road, Northern Arm, Newfoundland and Labrador.
- Located in central Newfoundland and Labrador, the facilities are located just outside of Botwood and is a 30-minute drive from Grand Falls-Windsor.
- The facilities, which consist of an abattoir, barn, and residential dwelling, are situated on lands that are subject to Crown Leases. The Receiver has been working closely with the Government of Newfoundland and Labrador who are supportive in the transferring the Crown Leases for an abattoir operation subject to their review and suitability of the potential purchaser.



Assets Available for Sale

Parcel 1 – Crown Leases and Buildings (Continued)

Crown Leased Land

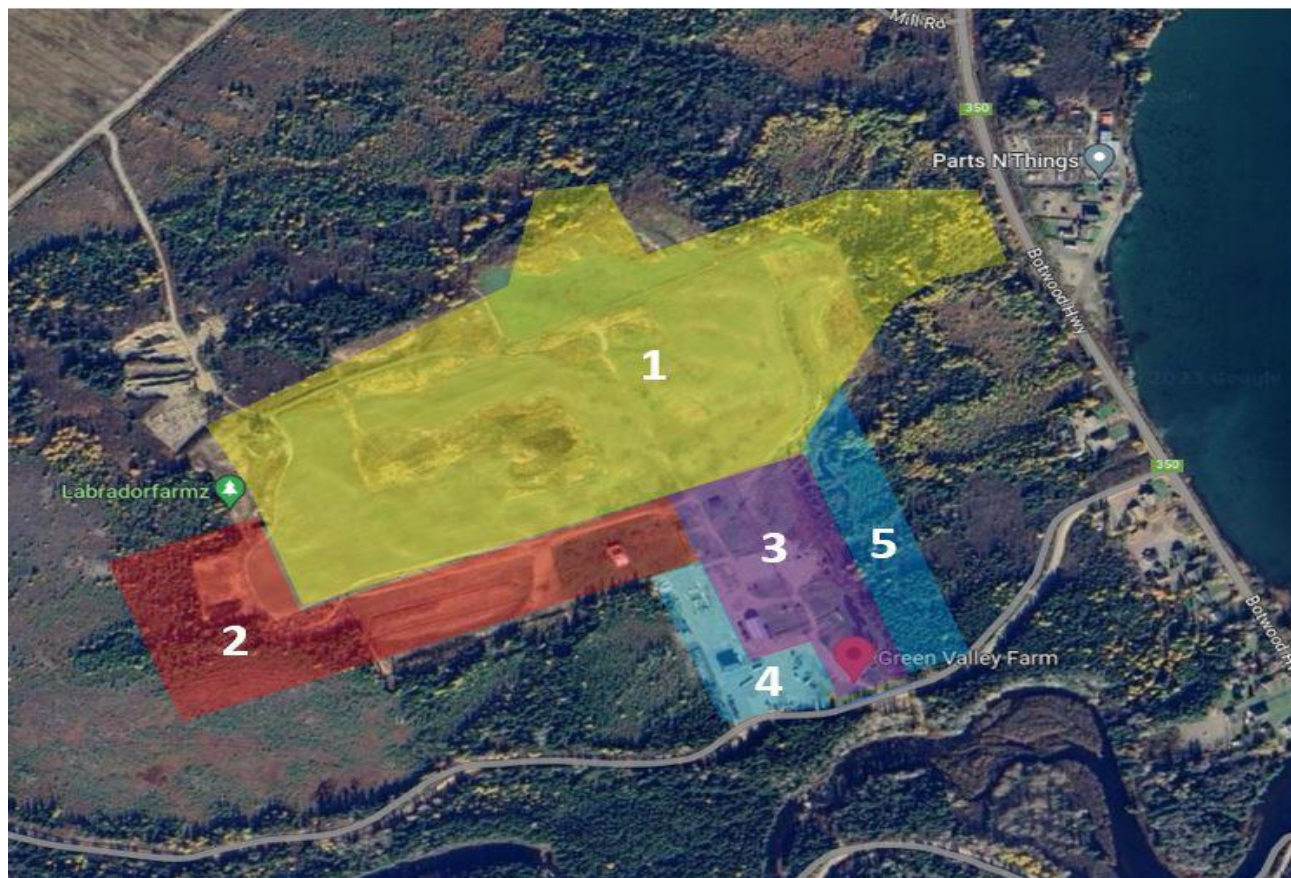
- The Company's lands, all of which are subject to Crown Leases, are highlighted in this map overview.
- The subsequent pages contain a zoomed-in view of each of these highlighted plots of land and a summary of the lease particulars. Copies of the leases are available to prospective purchasers who execute a non-disclosure agreement ("NDA"). The NDA is available by contacting the Receiver.



Assets Available for Sale

Parcel 1 – Crown Leases and Buildings (Continued)

Crown Leased Land



Ref.	Crown Lease #	Acreage	Expiry	Structures on Land
1	85470	50.6	October 15, 2040	N/A
2	98705	14.8	March 10, 2044	Sea cans and shelter for cattle
3	80420	7.4	January 18, 2037	Residential house and barn
4	141740 (Parcel No. 1)	4.2	April 10, 2067	Abattoir
5	141740 (Parcel No. 2)	6.6	April 10, 2067	N/A

Assets Available for Sale

Parcel 1 – Crown Leases and Buildings (Continued)

Crown Leased Land



Ref.	Crown Lease #	Acreage	Expiry
6	141740	48.5	April 10, 2067
7	41322	95.1	June 18, 2029

Assets Available for Sale

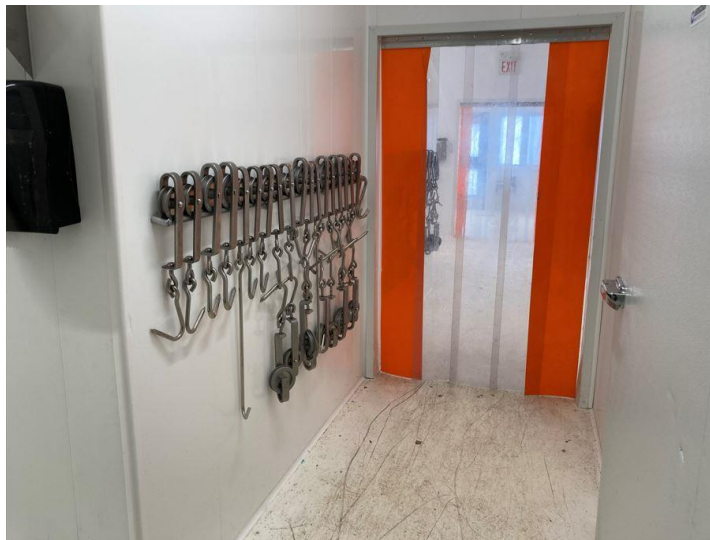
Parcel 1 – Crown Leases and Buildings (Continued)

Abattoir

- The abattoir processing and meat packaging facility was built in 2021. The building consists of eight large rooms for processing, six large walk-in coolers and freezers, two bathrooms, two offices, as well as a break room, laundry room and retail area. The abattoir is heated with electric heat.
- The abattoir is fully functional and the Company operated for several months, temporarily disposing of waste offsite, while it worked with the Agriculture Production and Research Division of the Province of Newfoundland and Labrador in developing an Approved Waste Management Program for the composting and safe disposal of waste at the facility. A proposed compost pad location has been identified on the property although the specifications and costing of the structure did not materialize. The Receiver understands there may be government programs and/or funding available for a significant portion of this capital build.
- The Receiver will make available the proposed Waste Management Program and compost pad documents to prospective purchasers who execute a NDA. The NDA is available by contacting the Receiver.



Interior Photos of Abattoir



Assets Available for Sale

Parcel 1 – Crown Leases and Buildings (Continued)

Barn

- The barn, which was built in 1996, consists of a large open space for storage of machinery, equipment, and vehicles, as well as an office and a bathroom.



Assets Available for Sale

Parcel 1 – Crown Leases and Buildings (Continued)

Residential Dwelling

- The residential dwelling is a two-level house consisting of three bedrooms, two bathrooms and a finished basement. The house was built in 1989 and is heated by a forced air wood furnace.



Interior Photos of Residential Dwelling

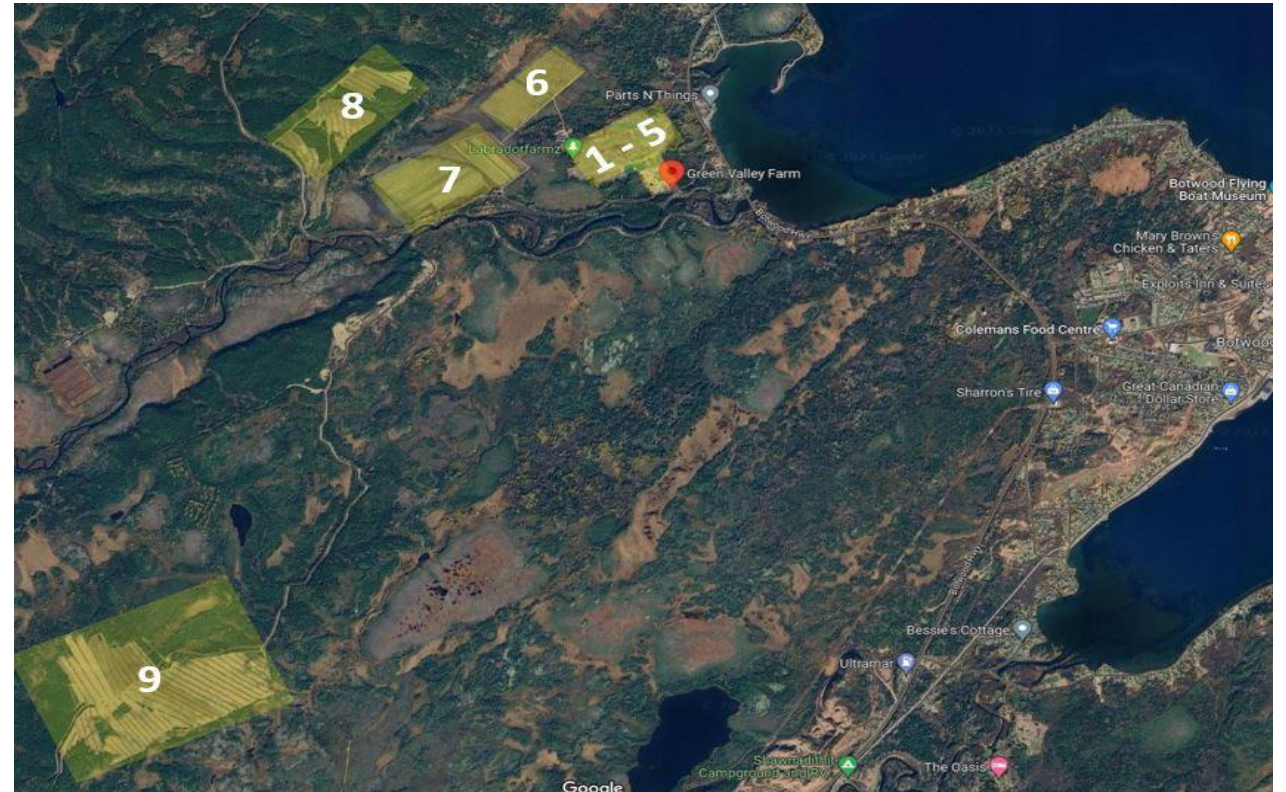


Assets Available for Sale

Parcel 2 – Crown Leases – Other

Other Crown Leased Land

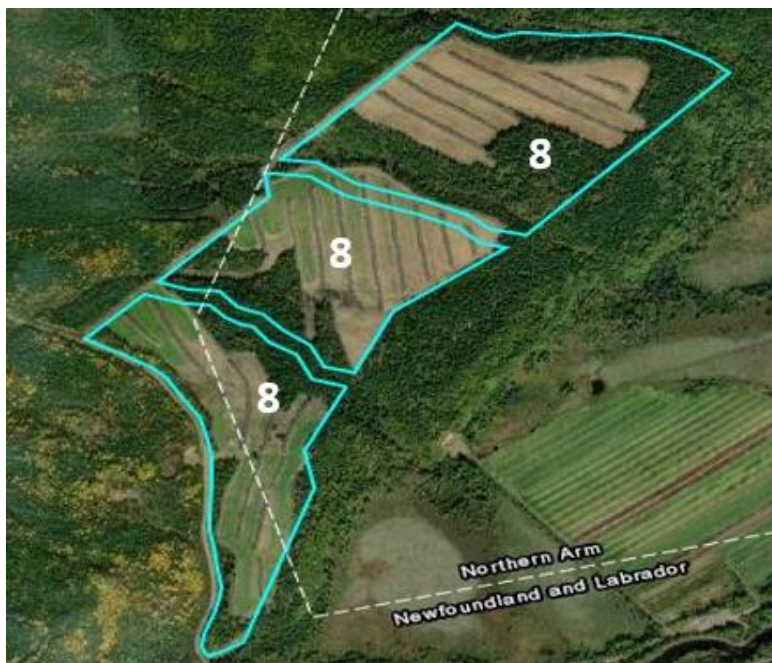
- In addition to plots #1 through #7 highlighted in Parcel 1, Sunshine Investments has two additional plots of land which are also subject to Crown Leases. These additional plots (#8 and #9) are shown on the accompanying map with the plots from Parcel 1 to demonstrate their location in relation to the main 20 Forest Road, Northern Arm, NL site.
- The subsequent pages contain a zoomed-in view of each of these additional plots of land and a summary of the lease particulars. Copies of the leases are available to prospective purchasers who execute a NDA.



Assets Available for Sale

Parcel 2 – Crown Leases – Other (Continued)

Crown Leased Land



Ref.	Crown Lease #	Acreage	Expiry
8	151586	91.0	October 28, 2068
9	152932	407.0	June 13, 2069

Assets Available for Sale

Parcel 3 – Abattoir Machinery and Equipment (BDO)

- The Company's meat processing and packaging equipment used in the abattoir operations are included in this Parcel 3 (BDO). The detailed listing for this Parcel 3 (BDO) is below, followed by select pictures of the items available.

Asset	Serial Number
Mainca RC100 Meat Mixer – Serial Number	RC10201731
Vac Master VP400 Double Chamber Vacuum Sealer	N/A
Mainca FC-30 Hydraulic Sausage Stuffer	FC30211848
Biro 44SSFH 1 Meat Bandsaw	9602
Table Top Vacuum Packaging Machine W/ Electric Cut-Off Sipromac Model 350D	15756
Patty O Matic Protege Patty Former	1721
Biro 548SS Meat Grinder	33475
Sipromac Meat Grinder	16257
Mainca PR360 Sausage Twister	PR36211217
Hobart 45119 Scale	N/A
Knocking Box	N/A
Jarvis Splitting Saw	700 2169
7s Kent Master Splitting Saw	75369

Asset	Serial Number
Meat Hooks (x 50)	N/A
Meat Gambles (x 40)	N/A
12" Knife Sterilizer	N/A
Stainless Steel Tables (x 2)	N/A
Stainless Steel Sinks (x 3)	N/A
Triple Stainless Steel Sink	N/A
Stainless Steel Cutting Table	N/A
Water Hose Reels (x 2)	N/A
Rack	N/A
Boot Wash	N/A

Select Photos of Abattoir Machinery and Equipment



Mainca RC100 Meat Mixer



Mainca FC-30 Hydraulic Sausage Stuffer



Biro 44SSFH 1 Meat Bandsaw



Sipromac 350D Table Top Vacuum Packaging Machine



Vac Master VP400 Double Chamber Vacuum Sealer

Assets Available for Sale

Parcel 4 – Machinery and Equipment (MNP)

- The Company has a number of machinery and equipment used for farming.
- The detailed listing for this Parcel 4 (MNP) is below, followed by pictures of each item.

Asset	Serial Number
2016 New Holland 450 Round Bailer	YFN189218
2017 New Holland H7320 Discbine	YHN261990
2017 Pottinger HIT4.54 Tedder	VBP00023010001409
2017 Pottinger Top421A Rake	VBP00024004000615
2017 Kubota WR1400J Wrapper	KB171208
2004 420D Cat Backhoe	CAT0420DEBLNO8385
1994 Volvo Dump Truck	4V2JCBJF6RR825380



2016 New Holland 450 Round Bailer

Assets Available for Sale

Parcel 4 – Machinery and Equipment (MNP) (Continued)



2017 New Holland H7320 Discbine



2017 Pottinger HIT4.54 Tedder



2017 Pottinger Top421A Rake

Assets Available for Sale

Parcel 4 – Machinery and Equipment (MNP) (Continued)



2017 Kubota WR1400J Wrapper



2004 420D Cat Backhoe



1994 Volvo Dump Truck

Assets Available for Sale

Parcel 5 – Machinery and Equipment (BDO)

- The Company's remaining machinery and equipment is included in this Parcel 5 (BDO).
- The detailed listing for this parcel is below, followed by select pictures of each item.

Asset	Serial Number
2018 Heracles 580 Loader	CCPIT120160397247
2006 Moffett M3 32.3-7	111883
2011 Manac 48" Flat Bed Acier	2M5121466B1124752
2000 Kubota Tractor M-9000	11390
New Holland TL100ADT Tractor	HJS068689
New Holland T4030 Tractor	N/A
Ford 3930 Tractor	N/A
Schulte SRW1400 Tiller	R20010736109

Asset	Serial Number
Jay Lor 3575 Cattle Feeder	N/A
Ford Tractor Chassis	N/A
Tardif TC 1178 Road Picker	N/A
Spreader	N/A
Stihl Edger	N/A
Sod Cutter	54494506759
40 Foot Container (x 3)	N/A

Assets Available for Sale

Parcel 5 – Machinery and Equipment (BDO) (Continued)



2011 Manac 48" Flat Bed Acier



2006 Moffett M3 32.3-7



2018 Heracles 580 Loader

Assets Available for Sale

Parcel 5 – Machinery and Equipment (BDO) (Continued)



New Holland TL100ADT Tractor



2000 Kubota Tractor M-9000



Ford 3930 Tractor

Appendices

Appendix A – Terms and Conditions of Sale

Terms and Conditions of Sale (1 of 6)

1. The Vendor is MNP Ltd., or BDO Canada Limited where applicable, in its capacity as Receiver (the "Vendor") of Sunshine Investments Inc. (the "Company" or "Sunshine Investments").
2. The assets are being offered for sale (the "Assets") pursuant to these Terms and Conditions of Sale consisting of the Vendor's interest in the Assets as described in this Information Package.
3. Offers marked "Offer – Sunshine Investments Inc." addressed to MNP Ltd., 1801 Hollis Street, Suite 1400, Halifax, NS, B3J 3N4, must be received by MNP Ltd. no later than **4:30pm AST, Monday, January 15, 2024**.
4. Each offer must be accompanied by a certified cheque or bank draft, payable to "MNP Ltd. – In Trust", for an amount equal to 10% of the offered price (the "Deposit"). If an offer is accepted and approved, the certified cheque or bank draft shall be deemed a cash deposit and the balance of the purchase price shall be paid to the Vendor, at the times and on the terms and conditions herein set out.
5. All offers shall be submitted on the required Form of Offer which is attached to these Terms and Conditions of Sale as Appendix B of this Information Package. Offers that are not on the required Form of Offer, or offers that seek to amend the Terms and Conditions of Sale, may be rejected by the Vendor.
6. Offers may be submitted for (a) individual parcels or group of parcels, or (b) en bloc.
7. In consideration of the Vendor making available these Terms and Conditions of Sale, other information and the opportunity of inspection, each prospective purchaser agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.
8. The highest or any offer shall not necessarily be accepted.
9. The Vendor, at its sole discretion, reserves the right at any time to withdraw any or all of the Assets from the Information Package, terminate the Information Package, or alter, add or waive any of the terms and conditions as it deems necessary and/or appropriate.

Terms and Conditions of Sale (2 of 6)

10. If any offer is accepted by the Vendor, then such acceptance shall be communicated to the successful purchaser (the "Purchaser") within ten (10) business days of the date fixed for the closing of offers. Such notice may be by e-mail, facsimile or other means of recorded telecommunications or by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so sent by facsimile, e-mail or other means of recorded telecommunication, or on date of deposit in a post office if mailed by registered mail, as the case may be. Upon such acceptance, there shall be a valid and binding Agreement of Purchase and Sale (the "Agreement") between the Vendor and the Purchaser on the terms contained herein and the Form of Offer, and the acceptance thereof shall be sufficient evidence of such Agreement.
11. Certified cheques or bank drafts accompanying offers that are not accepted by the Vendor will be returned, without interest, to the address provided in the offer within ten (10) business days of the date fixed for the closing of offers, unless otherwise arranged with the bidder.
12. The balance of the purchase price shall be due and payable on closing, which closing shall occur within thirty (30) calendar days after acceptance of an offer by the Vendor (the "Closing Date"). The Closing Date may be extended for a further thirty (30) calendar days by the Vendor acting alone, or to such other date as may be mutually agreed between the Vendor and the Purchaser.
13. Upon closing of the sale contemplated by the Agreement, the Purchaser shall be entitled, upon receipt by the Vendor of the purchase price, only to such forms of conveyance as may be considered necessary by the Vendor to convey the Property to the Purchaser. Any such forms of conveyance shall contain only a conveyance of the Vendor's interest in the Assets and shall not contain any warranty or covenant other than a covenant that the Vendor has done no act to encumber the Assets. All such forms shall be in form and substance acceptable to the Vendor and its counsel.
14. The Purchaser agrees to accept title to the Assets subject to work orders, license and lease conditions, municipal requirements, including building or zoning by-laws and regulations, and any easements, restrictions and/or covenants which run with the land.
15. Real Property and Municipal Taxes will be adjusted on the Closing Date. However, the Vendor assumes no responsibility or liability for and shall not be required to discharge or adjust for any taxes, assessments, rates, liens, or other liabilities which do not, by law, form a specific lien or charge upon or against the Property in priority to the interest being conveyed by the Vendor.

Terms and Conditions of Sale (3 of 6)

16. In addition to the purchase price for the Assets being purchased, the Purchaser shall pay to the Vendor on the Closing Date all applicable federal, provincial and other taxes unless all necessary Certificates (in form and substance acceptable to the Vendor) to exempt the Purchaser therefrom are provided to the Vendor on or before the Closing Date. The Purchaser shall arrange its own insurance and there shall be no adjustment of insurance. The Purchaser shall be responsible for all costs with respect to the obtaining of all Federal, Provincial and Municipal licenses and permits necessary to carry on a business.
17. The obligation of the Vendor to sell and the Purchaser to purchase the Assets shall, at the option of the Vendor, terminate in the event that, prior to the Closing Date of the sale, the Assets are substantially destroyed by fire, flood, the elements, Government action, civil commotion or any other external cause beyond the control of the Vendor. Such option to terminate by the Vendor shall be exercised by giving notice in writing to the Purchaser that it intends to take the proceeds, if any, payable under any existing insurance policies and terminate the Agreement. In such an event, the Agreement shall automatically terminate and be deemed null and void and the Deposit shall be returned to the Purchaser without interest, cost, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever. If the Vendor does not exercise such option, the Purchaser shall perform the Agreement. In such event, the Purchaser shall be entitled only to an assignment of any proceeds payable under any existing insurance policies and a transfer of any remaining Assets in full settlement of the Vendor's obligations to repair or replace the damaged Assets and in full satisfaction of the Agreement.
18. The Vendor reserves the right to cancel the sale of the Assets on or before the Closing Date for any reason including, without limitation, that to proceed would not be commercially reasonable, as determined by the Vendor in its sole discretion. If the Vendor exercises the right to cancel the sale of the Assets, the Agreement shall be automatically terminated and deemed null and void and the Deposit shall be refunded to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
19. The Vendor shall remain in possession of the Assets until the Closing Date and completion of the Agreement. Title to the Assets shall not pass to the Purchaser, nor shall the Purchaser be entitled to the possession of the same, until the purchase price and all other payments to be made to the Vendor by the Purchaser pursuant to the Agreement have been paid in full.
20. Subject to the Terms and Conditions of Sale being complied with, the Purchaser acknowledges that the Agreement is subject to the approval of the Government of Newfoundland and Labrador regarding the transferring of the Crown Leases and the guidelines, procedures, and timing therein.

Terms and Conditions of Sale (4 of 6)

21. In the event that the Vendor, in its sole and absolute discretion, determines that approval of the Court is required or should be sought in respect of the sale of the Assets, then the Vendor may postpone the closing of the sale of the Assets or any part thereof, upon written notice to the Purchaser that Court approval will be required. The closing will be completed within 10 business days of Court approval being granted. In the event that the Court declines to approve the sale of the Assets, such sale shall be deemed to be terminated and the Deposit and any additional funds paid to the Vendor by the Purchaser regarding such sale shall be returned to the Purchaser without interest, costs, compensation or deduction and neither party shall be liable to the other for any costs or damages whatsoever.
22. The Vendor shall not be required to furnish or produce any surveys, reports, abstracts, certificates, deeds, declarations, or other documents as evidence of title except those in its possession. It is the responsibility of the Purchaser to satisfy itself as to title and conditions at its own expense within ten (10) business days of receipt of notice of acceptance of its offer. All costs associated with the Purchaser's due diligence process are strictly for the account of the Purchaser. Without limiting the generality of such due diligence costs, they include all legal costs, surveys, inspections and insurance.
23. If, on or before closing, it is found that there are claims, liens, encumbrances, or other charges against the Assets which the Purchaser has not agreed to assume in addition to, or as part of its offer and which the Vendor is unable or not willing to discharge, the Vendor, at its own option, may rescind the Agreement to sell the Assets in question and the Purchaser shall be entitled to the return of the Deposit, without interest and without any other compensation of any kind or nature whatsoever for any loss, damages or other costs.
24. If the Purchaser fails to comply with these Terms and Conditions of Sale, the Deposit shall be forfeited to the Vendor on account of damages and the Assets may be resold by the Vendor in such manner and on such terms as the Vendor in its sole discretion determines, and the Purchaser shall pay to the Vendor (i) an amount equal to the amount, if any, by which the purchase price under the Agreement exceeds the net purchase price received by the Vendor pursuant to such resale, (ii) an amount equal to all costs and expenses incurred by the Vendor in respect of, or occasioned by, the Purchaser's failure to comply with the Agreement, and (iii) if the Vendor is unable to resell the Assets, the full amount of the purchase price.
25. By submitting an offer, the Purchaser acknowledges that it has inspected the Assets and that the Assets are sold on an "as is, where is" basis at the time of closing and that no representation, warranty or condition is expressed or implied as to title, description, environmental conditions, fitness for purpose, merchantability, quantity, condition, cost, or quality thereof or in respect of any other matter or thing whatsoever. Without limitation, the Assets are specifically offered as they exist on closing and with no adjustments to be allowed by the Purchaser for changes in conditions or qualities of the Assets from the date hereof to the Closing Date. The Purchaser acknowledges that the Vendor is not required to provide any inspection of the Assets and the Purchaser shall be deemed to have relied entirely on its own inspection, knowledge and investigation with respect to the Assets.

Terms and Conditions of Sale (5 of 6)

26. The deed/transfer in favour of the Purchaser and any other information made available for review is done on a confidential basis. All information made available for review as part of the Information Package is done so without any representations or warranties, expressed or implied, by the Vendor as to the accuracy or completeness of such information. Any reliance or decisions made based upon information made available by the Vendor is the responsibility of the Purchaser and no claim may be made against the Vendor, the secured creditors, or any other parties as a result thereof.
27. MNP Ltd., or BDO Canada Limited where applicable, acts in its capacity as Receiver as aforesaid and shall have no personal or corporate liability hereunder or from any Agreement contemplated hereby, or as a result of any sale contemplated hereby.
28. In the event that some of the offers submitted are substantially on the same terms and/or amounts, the Vendor may in its sole discretion call upon those prospective purchasers to submit further offers.
29. The terms and conditions contained herein shall not merge on closing, but shall survive such closing and remain in full force and effect and be binding on the Purchaser thereafter.
30. All notices contemplated by these Terms and Conditions of Sale may be forwarded by electronic communication.
31. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part of any Agreement defined herein, shall be governed by the laws of Newfoundland and Labrador and Canada as applicable thereto, and the Courts of the Province of Newfoundland and Labrador shall have exclusive jurisdiction with respect to any disputes arising out of these Terms and Conditions of Sale or any Agreement entered into pursuant to these Terms and Conditions of Sale.
32. The Vendor, at its own discretion, may waive any of the Terms and Conditions of Sale herein.
33. If there is any conflict between these Terms and Conditions of Sale and the advertised Information Package, the terms contained in these Terms and Conditions of Sale shall prevail.
34. The Agreement entered into pursuant to these Terms and Conditions of Sale shall enure to the benefit of, and be binding upon, the parties thereto, and their respective successors and permitted assigns. For clarity, the Purchaser may assign or nominate its rights under the Agreement upon the express permission of the Vendor provided that the Purchaser shall remain liable under the Agreement, notwithstanding any assignment thereof by the Purchaser.

Terms and Conditions of Sale (6 of 6)

35. The Vendor disclaims any obligation or liability in relation to the completeness or accuracy of any documentation or information provided to any prospective offeror or any Purchaser, whether in writing or otherwise, and whether by the Vendor, counsel to the Vendor or any other person for or on behalf of the Vendor (collectively the "Vendor Group"). Each offeror, prospective offeror and any Purchaser(s) shall be deemed to have relied upon its or their own investigations or enquiries of persons other than the Vendor Group in relation to any offer, potential offer or the completion of the purchase of all of any part(s) of the purchased Assets and shall not have any claim against the Vendor Group either based on any contract or principle of liability.
36. The Vendor, notwithstanding anything to the contrary herein, shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it under these Terms and Conditions of Sale or by any Agreement with a Purchaser or any other agreement with any party and shall incur no liability or in respect of anything which it may do or refrain from doing in the exercise of its judgement or which may seem to it to be necessary or desirable in the circumstances. Any reference herein to the exercise of discretion by the Vendor (including phrases such as "in the discretion of", "in the opinion of", "to the satisfaction of" and similar phrases) shall mean that such discretion is absolute and unfettered. Unless the Vendor has actual knowledge or actual notice to the contrary, it may rely upon any communication or document believed by it to be genuine and accurate.
37. All stipulations as to time are strictly of the essence.

Appendix B – Form of Offer

Form of Offer (1 of 3)

All offers to purchase must be submitted in writing in the following format no later than 4:30pm AST, Monday, January 15, 2024:

TO: MNP Ltd.
Receiver of Sunshine Investments Inc.
1801 Hollis Street, Suite 1400
Halifax, NS B3J 3N4
Attention: Paul Pettigrew

NAME OF TENDERER: _____

ADDRESS OF TENDERER: _____

REPRESENTATIVE NAME: _____

TELEPHONE NUMBER: _____

EMAIL: _____

FAX NUMBER: _____

Please refer to the next page for additional information to accompany offers.

Form of Offer (2 of 3)

TENDER: On the basis of the Terms and Conditions of Sale set out in the Information Package, the Tenderer hereby offers to purchase the assets of Sunshine Investments Inc. as described below:

Individual Offer or Group Offer:

Parcel 1 – Crown Leases and Buildings \$ _____

Parcel 2 – Crown Leases – Other \$ _____

Parcel 3 – Abattoir Machinery and Equipment (BDO) \$ _____

Parcel 4 – Machinery and Equipment (MNP) \$ _____

Parcel 5 – Machinery and Equipment (BDO) \$ _____

Total Individual or Group Offer \$ _____

- or -

En Bloc Offer on Parcels 1, 2, 3, 4 and 5:

Total en Bloc Offer \$ _____

Offers may be submitted on (a) individual parcels or group of parcels, or (b) en bloc. For any en bloc offers submitted, please provide an allocation to each individual lot on the respective lines above. Please provide additional commentary on the offer, if necessary, in the space provided on the next page.

The amount of the tender is exclusive of and subject to all Federal and Provincial Taxes which shall be payable by the Purchaser, where applicable, on the Property purchased.

Form of Offer (3 of 3)

Additional Commentary:

Terms or Conditions (if any):

DEPOSIT: Enclosed is the Tenderer's certified cheque payable to MNP Ltd. in the amount of \$_____ representing five percent (10%) of the offer.

ACCEPTANCE OF TERMS: The Tenderer agrees that this tender is made subject to the Terms and Conditions of Sale which are included in this Information Package, and the Tenderer has read and accepts such terms.

DATED AT _____, _____, THIS _____ DAY OF _____, 2023.
(City or Town) (Province) (Day) (Month)

(Print name of Tenderer)

(Signature)