

ASSET PURCHASE AND SALE AGREEMENT
(Public Foreclosure Sale)

THIS ASSET PURCHASE AND SALE AGREEMENT (Public Foreclosure Sale) (“**Agreement**”) is effective made as of _____, 20__, by and between to FundThrough USA, Inc. (“**Seller**”) and [insert name of buyer (“**Buyer**”).

RECITALS

Whereas, Canopy Foods, Inc. ("Canopy", hereafter referred to as “Debtor”), executed that certain Amended and Restated Accounts Receivable Purchase and Security Agreement (the “Purchase Agreement”) dated as of December 3, 2021, as amended from time to time, including without limitation, pursuant to the Forbearance Agreement dated December 15, 2021, as amended from time to time (the “Forbearance Agreement” and together with the Purchase Agreement, and including the documents provided in support of any of the foregoing, collectively, the “Financing Agreement”) evidenced Debtor’s obligation to repay to Seller certain debts, that as of February 23, 2024 total \$13,023,755.99, plus per diem amounts thereafter, as detailed below:

Principal	Fees & Expenses	Interest	Total	<i>Per diem</i>
8,638,825.10	986,838.16	3,398,092.73	13,023,755.99	5,680.32

Whereas, in order to secure its aforementioned obligations, Debtor granted to Seller security interests in certain collateral (the “Collateral”, which Collateral is more particularly described in the Financing Agreement, but limited herein to the Purchased Assets described in the attached Schedule of Purchased Assets, attached hereto and incorporated by reference herein);

Whereas, Debtor defaulted under its obligations under the Financing Agreement and as a result of said default, Seller exercised certain remedies under the Financing Agreement and the UCC (as defined in the Financing Agreement), including, without limitation, the right to sell the Purchased Assets, which Purchased Assets are all part of but not necessarily all of the Collateral, to a third party pursuant to public sale;

Whereas, Buyer is the successful bidder at public sale of the Purchased Assets and has agreed to purchase all of Debtor’s right, title and interest in the Purchased Assets pursuant to a public foreclosure sale pursuant to UCC 9610 and in accordance with the terms of this Agreement ;

NOW THEREFORE, the parties hereby enter into this Agreement based on the terms and conditions set forth herein.

AGREEMENT

Therefore, the Parties agree as follows:

1. **PURCHASED ASSETS; AS IS, WHERE IS.**

1.1 **Purchased Assets.** Subject to the terms and conditions of this Agreement, on the Closing Date (as defined in Section 3.1), Seller will sell to Buyer, and Buyer will purchase as the successful bidder of at public sale under Section 9610 of the UCC, the following assets of the Debtor (collectively, the “**Purchased Assets**”): all of Debtor’s right, title and interest in and to those assets described on the attached Schedule of Purchased Assets some of which may or may not be located at the facilities described in the Schedule of Purchased Assets, but notwithstanding the foregoing, the Purchased Assets shall not include the “Excluded Assets” (as defined below). The Purchased Assets may or may not be located at the below location, and Seller makes no representation:

Canopy Foods, Inc.
454 Acorn Lane
Downingtown, PA 19335

1.2 **Excluded Assets.** The Purchased Assets shall not include the following (collectively, the “**Excluded Assets**”), whether now owned or hereafter acquired by the Debtor:

- (a) Accounts receivables of Debtor; and
- (b) Liabilities and debts of Debtor.

1.3 “**As-Is, Where Is**” EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN ARTICLE 4 BELOW, THE PURCHASED ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE). Without limiting the foregoing, Buyer acknowledges that Buyer is not relying on any representation or warranty of Seller, express or implied, other than as expressly provided in Article 4 below and there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. Except as otherwise provided herein, Buyer shall be responsible for taking possession of the Purchased Assets, for all costs associated with obtaining possession of the Purchased Assets and for all sales taxes in connection with this sale. Buyer assumes the risk that some or all of the Purchased Assets are not in existence or that the unit numbers are in fact more or less than identified in the Schedule of Sale Assets.

2. **PURCHASE PRICE; PAYMENT.**

2.1 **Purchase Price.** The purchase price (the “**Purchase Price**”) for the Purchased Assets will be _____ . The Purchase Price shall be payable in accordance with the terms of Section 2.2.

2.2 **Form of Payment.** The Purchase Price shall be paid as follows:

- (a) _____
- (b) _____

3. CLOSING DATE.

3.1 **Closing Date.** Subject to the terms and conditions of this Agreement, the closing (the “**Closing**”) of the transactions contemplated by this Agreement and of any other agreement or instrument executed by either party pursuant to, or related to, this Agreement will occur on _____, 20__ at 10 a.m. at the offices of Levinson Arshonsky, Kurtz & Komsky, LLP, 15303 Ventura Blvd., Suite 1650, Sherman Oaks, California 91403 (the “**Closing Date**”), or at such other place, date and time as is mutually agreeable to Buyer and Seller.

3.2 **Actions to be Taken by Closing.** On the Closing Date (or prior to the Closing Date if otherwise specified below in this Section 3.2), the Parties will take the following actions and deliver the following documents:

(a) Seller shall cause to be delivered to Buyer an original executed Bill of Sale (the “**Bill of Sale**”), substantially in the form of Schedule 3.2(a) attached hereto.

(b) Seller shall cause to be delivered to Buyer an original executed Transfer Statement (the “**Transfer Statement**”), substantially in the form of Schedule 3.2(b) attached hereto.

(c) Buyer shall deliver to Seller the Purchase Price in accordance with Section 2.2 above.

(d) Seller and Buyer will take such other actions and will execute and deliver such other instruments, documents and certificates as are reasonably required by the terms of the Agreement or as may be reasonably requested by any party in connection with the consummation of the transactions contemplated herein.

3.3 Agreement with Respect to Debtor Receivables. Buyer agrees not to engage in any acts which would detrimentally affect Debtor’s (or Debtor’s priority lien creditor that has the priority perfected lien and right to on the Debtor’s accounts receivables) accountability to collect on the Debtor’s accounts receivables (“Receivables”). In the event the Buyer receives any payments with respect to the Receivables, the Buyer shall promptly deliver the same to Debtor in the same form as received, without offset.

4. REPRESENTATIONS AND WARRANTIES AND INDEMNITIES.

4.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the Closing Date as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Seller has full power and authority to enter into this Agreement and the other documents contemplated hereunder and to consummate the transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement and the other documents contemplated hereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Seller. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, receivership, arrangement, moratorium, fraudulent conveyance or other similar laws affecting creditors generally.

(c) Seller has not assigned, transferred or conveyed any of its right, title or interest in and to the Purchased Assets.

(d) Seller had a valid security interest in and its security interest was perfected as to all of the Purchased Assets in which a security interest may be perfected by a filing of a financing statement (Form UCC-1).

(d) Except as provided in this Section 4, Seller makes no other representations or warranties, express or implied, with respect to the Purchased Assets.

(e) Seller acknowledges and agrees that the obligations of Buyer and Seller under this Agreement are expressly contingent upon concurrent execution and delivery of the Absolute Financing Agreement.

4.2 **Representations and Warranties of Buyer.** Buyer represents and warrants to Selling Parties as of the date hereof and the Closing Date as follows:

(a) Buyer is a [insert type of organization] duly organized, validly existing and in good standing under the laws of the State of [State of Buyer's incorporation]. Buyer has full power and authority to enter into this Agreement and the other agreements contemplated hereunder and to consummate the transactions contemplated by this Agreement.

(b) The execution, delivery and performance of this Agreement and the other documents contemplated hereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance or other similar laws affecting creditors generally.

(c) Buyer has conducted and completed its due diligence, understands the source of and the business risks associated with purchasing the Purchased Assets, independently determined the value of the Purchased Assets, acknowledges that Seller has made no representations or warranties to Buyer with respect thereto and Buyer is not relying upon any representation or warranty, express or implied, made by Seller with respect to the value, nature or extent of the Purchased Assets and the Purchase Price. **Buyer further acknowledges that Seller does not physical possession, custody or control of the Purchased Assets and that Buyer will be responsible for cost, expense and attorney's fees to enforce its rights to gain**

possession, custody and/or control of the Purchased Assets, wherever located. Accordingly, Buyer shall release and forever discharge Seller and any claims Buyer has against Seller, its divisions, officers, directors, agents, shareholders, partners, employees and representatives, from any and all past or present claims, demands, actions, causes of action or suits of any kind or nature whatsoever, known or unknown, to the extent such claims are related to the value, the source, the condition, and the business risks associated with the purchasing of the Purchased Assets, the nature and extent of the Purchased Assets and the Purchase Price paid therefor and Buyer acknowledges and agrees that, with respect to the value, the source and the business risks associated with purchasing of the Purchased Assets, the nature and extent of the Purchased Assets and the Purchase Price, as a condition of this Agreement, Buyer expressly releases all rights and claims, known or unknown, under Section 1542 of the Civil Code of the State of California or any other similar law, rule or regulation of any local, state, province or federal /national government which may be applicable. Section 1542 reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

This release does not, however, release any other claims which may arise under this Agreement or any other written agreements entered into by the parties in connection with the transactions contemplated by this Agreement.

(d) Buyer agrees to protect, indemnify, defend and save harmless Seller and its directors, officers, agents, employees, successors and assigns, with Buyer’s counsel reasonably satisfactory to Seller, for, from and against any and all liability, expense or damage of any kind or nature, and for, from and against any suits, claims or demands, including legal fees and expenses on account of or arising out of or in connection with: (a) any claim by third parties arising out of the transactions contemplated by this Agreement, including without limitation, any claims by such third parties that such parties have a lien or rights to the Collateral which is the subject of this Agreement and (b) the breach by Buyer of the any of the covenants, representations and warranties contained in this Agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that Seller believes is covered by this indemnity, Seller shall give Buyer notice of the matter and an opportunity to defend it, at Buyer’s sole cost and expense, with legal counsel satisfactory to Seller.

4.3 Survival of Representations and Warranties and Indemnities. All of the representations and warranties of the Parties contained in this Section 4 will survive the Closing hereunder.

5. MISCELLANEOUS.

5.1 General Miscellaneous.

(a) **No Waiver.** No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

(b) **Severability.** The provisions of this Agreement will be deemed severable, and if any provision of this Agreement is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement will not be voided but will remain binding in accordance with their terms.

(c) **Entire Agreement; Amendment.** This Agreement and the Schedules, exhibits and attachments to this Agreement contain the entire agreement of the Parties with respect to the purchase and sale of the Purchased Assets and the other transactions contemplated by this Agreement, and supersede any and all prior agreements and understandings among the Parties relating to the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing signed by Buyer and Seller. The headings in this Agreement are solely for convenience of reference and will not affect the interpretation of any provision of this Agreement. The exhibits and Schedules to this Agreement are incorporated as a part of this Agreement.

(d) **Binding Agreement, Assignment.** The terms and provisions of this Agreement will bind Seller and Buyer and their respective successors and assigns. This Agreement may not be assigned by either party without the written consent of the other party.

(e) **Governing Law; Attorneys' Fees; Venue.** The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder shall be determined under, governed by, and construed in accordance with the internal laws of the State of Texas, without regard to conflicts of laws principles. If suit (or other alternative dispute resolution process) is commenced in order to enforce any rights, or to determine any party's rights and obligations under this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs. The Parties (i) agree that all actions or proceedings relating directly or indirectly hereto shall, at the option of Seller, be litigated in courts located within said state, and that, at the option of Seller, the exclusive venue therefor shall be in any federal or state court sitting in the State of Texas (the "Acceptable Forums"). Buyer agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum by Buyer, Buyer waives any right to oppose any motion or application made by Purchaser to transfer such proceeding to an Acceptable Forum.; (ii) consent to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (iii) waive any and all rights the Parties may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding.

(f) **Notices.** Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the

provisions of this Agreement will be in writing and will be deemed to have been given when given in person, by cable, telegram, or facsimile transmission, three (3) business days after mailing by first class mail, registered or certified, return receipt requested, or two (2) business days after being sent by overnight courier to the Parties, in each case at the following addresses:

Notices to Seller:

FundThrough USA, Inc.
260 Spadina Avenue, Suite 400
Toronto, Ontario M5T 2E4

With a copy to:

Steven N. Kurtz, Esq.
Levinson Arshonsky, Kurtz & Komsky, LLP
15303 Ventura Blvd., Suite 1650
Sherman Oaks, California 91403
Tel: (818) 382-3434
Fax: (818) 382-3433

Notices to Buyer:

8.2 **Counterparts.** This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

8.3 **Confidentiality.** Each party hereto agrees to maintain any non-public information regarding this Agreement, the transaction contemplated hereby and the other party strictly confidential, except as may be required by law or in connection with any enforcement proceedings, including, without limitation, any lawsuit between the parties. Notwithstanding the foregoing, to the extent Seller or its counsel may be required by a court or its ethical obligation thereto, Seller and or its counsel may disclose the content of this Agreement, the Servicing Agreement or such other information as Seller or Seller's counsel may deem necessary.

8.4 **Waiver of Jury Trial.** BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN BUYER AND SELLER, AND ANY CONDUCT, ACTS OR OMISSIONS OF BUYER OR SELLER OR ANY OF THEIR DIRECTORS, MEMBERS, PARTNERS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH BUYER OR SELLER.

BUYER AND SELLER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT

AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. BUYER AND SELLER FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.5 Arm's Length Negotiations. Each party herein expressly represents and warrants to the other party hereto that (a) before executing this Agreement, such party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) such party has relied solely and completely upon its own judgment in executing this Agreement; (c) such party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) such party has acted voluntarily and of its own free will in executing this Agreement; (e) such party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties and their respective counsel.

8.6 Representation on Authority. Each party represents and warrants that he or it has the right to enter into and deliver this Agreement and to grant the rights and undertake the duties provided for in this Agreement. This Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the Parties only after the Agreement has been fully executed and delivered by an authorized representative of the respective Parties.

8.7 Construction. This Agreement shall not be construed against any party hereto by virtue of the fact that said party drafted, or had this Agreement drafted.

8.8 Further Assurances. At any time, and from time to time, each party will execute such additional instruments and take such actions as may be reasonably requested by the other parties to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

8.9 Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein by reference. All blanks in such Exhibits, if any, will be filled in as required and agreed to by the Parties hereto in order to consummate the transactions contemplated herein and in accordance with this Agreement.

8.10 Subject Headings. The subject headings of the Sections in this Agreement are included for purposes of convenience and reference only and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

8.11 Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

[Signatures appear on following page]

The Parties have executed and delivered this Agreement on the date set forth in the introductory paragraph of this Agreement.

“BUYER”

By: _____

Name:

Title: _____

“SELLER”

FUNDTHROUGH USA, INC.

By: _____

Steven Uster, CEO

BRAUN INTERNATIONAL, aka
Braunco Auctions
Auctioneer for FundThrough USA, Inc.

By: _____

Todd Wohl,

ACCEPTED:

BUYER

[Name of Buyer]

By _____

Name _____

Title _____

LIST OF SCHEDULES

Schedules

Schedule 1.1 Schedule of Purchased Assets

Schedule 3.2(a) Bill of Sale

Schedule 3.2(b) Transfer Statement

Schedule 1.1

SCHEDULE OF PURCHASED ASSETS

All right, title and interest of Canopy Foods, Inc. in and to the following described personal property assets:

All Chattel Paper, Deposit Accounts, Inventory, Equipment, Instruments, Investment Property, Documents, Letter of Credit Rights, Commercial Tort Claims (including, without limitation the product liability claims involving Massily and Insurance subrogation litigation relating to denial of coverage, whether such actions are in Canada and/or Pennsylvania), General Intangibles (and Good Will related thereto), tax refunds and Employee Retention Tax Credits (“ERTC”) and claims thereto, and the proceeds of any of the foregoing, but not accounts receivable generated from the sale of goods or rendition of services.

NOTE TO PRIORITY EQUIPMENT LIEN CREDITORS - Any Equipment transferred in furtherance hereof shall remain subject to each properly perfected purchase money security interest, lease or security interest that is senior in priority to the lien and security interest of FundThrough USA, Inc., therein.

Assigned Contracts

Schedule of Contracts

Contracts to be Assumed

Group	Type	Vendor	Comments
Utility	Electricity		Yes
Utility	Trash		Yes
Telephone Internet	Internet		Yes
Utility	Cleaning		Yes
Utility	Security		Yes: Passwords and Administrator Privileges
Software & Subscriptions	Accounting Software		Yes: Passwords and Administrator Privileges
Telephone Internet	Cell Phone		No
Software & Subscriptions	Website		Yes: Passwords and Administrator Privileges
Telephone Internet	Phone		Yes: Passwords and Administrator Privileges
Telephone Internet	Fax		Yes: Passwords and Administrator Privileges
Software & Subscriptions	Email		Yes including AB's password as Admin as well as access to all other former emails
Software & Subscriptions	Cloud Storage		Yes: Passwords and Administrator Privileges

Contracts and Liabilities Not Assumed

Software & Subscriptions	Database		No
Software & Subscriptions	PDF		No
Software & Subscriptions	Website		No
Professional Services	HR - Payroll		No
Professional Services	HR - Retirement		No
Insurance	Health		No
Insurance	Dental and Vision		No
Insurance	Workers Comp		No
Insurance	General Liability		No
Fox Rothschild	Legal		No
	Accounting		No

Exhibit 1(b)
Intellectual Property

All copyrights, patents, trademarks, tradenames, marks and/or logos used or planned to be used in the Business, including without limitation, the patents and patent applications identified on the attached Table of Patents incorporated by reference herein.

All software, both proprietary and off the shelf (purchased), used or planned to be used in the by Canopy Foods, Inc. or any related entities.

All testing and other data including Power Points, PDF's handwritten notes, all the data in Quickbase, Quickbooks, filed in online databases, hard copy files in the office or elsewhere including personal residences of Alex Doak, Kyle Dawson, and Caroline Lear, all data residing on employee computers, employee files including the files maintained by Alex Doak, Kyle Dawson, Matthew Stargel, Caroline Lear and any other accounting, database, spreadsheet, power point, or records of any nature whatsoever including both hard and soft copies.

Administrator Passwords to all on and off-line accounts, services, SAAS accounts etc.

All manuals, processes, trade secrets, coating procedures, curing procedures and all records, power point presentations, internal analysis and processed, testing procedures, in general.

All diagrams, schematics, assembly instructions, flow charts and the like related to any of the testing and other equipment whether purchased or built in-house.

All emails including but not limited to emails address to *@canopy.com, and any emails addressed to Alex Doak, Kyle Dawson, Matthew Stargel, Caroline Lear that relate either directly or indirectly to Canopy Foods, Inc., or any related entity.

Any and all IP belonging to Canopy Foods, Inc. not listed in this agreement.

Table of Registered IP

Title	Jurisdiction	Number	Issue Date or Notice of Allowance Date

TRANSFER STATEMENT

The undersigned, FundThrough USA, Inc. (“Secured Party”), hereby certifies as follows:

Canopy Foods, Inc. (the “Debtor”) and Secured Party are parties to that certain Amended and Restated Accounts Receivable Purchase and Security Agreement (the “Purchase Agreement”) dated as of December 3, 2021, as amended from time to time, including without limitation, pursuant to the Forbearance Agreement dated December 15, 2021, as amended from time to time (the “Forbearance Agreement” and together with the Purchase Agreement, and including the documents provided in support of any of the foregoing, collectively, the “Financing Agreement”), pursuant to which Debtor pledged, among other things (i) all of Debtor’s right, title and interest in and to all of items (collectively, the “Purchased Assets”) as described in the attached Schedule of Purchased Assets as security for the amounts due Secured Party from Debtor that as of February 23, 2024 total \$13,023,755.99, plus per diem amounts thereafter, as detailed below:

Principal	Fees & Expenses	Interest	Total	<i>Per diem</i>
8,638,825.10	986,838.16	3,398,092.73	13,023,755.99	5,680.32

1. One or more Events of Default have occurred and are continuing under the Financing Agreement.
2. The Secured Party exercised post-default remedies with respect to the Purchased Assets.
3. By reason of the exercise of such post-default remedies, [_____] (the “Transferee”) has acquired the rights of Debtor in such Collateral and now holds legal and equitable title to the Purchased Assets described in the attached Schedule of Purchased Assets.
4. The mailing addresses of the Secured Party is as follows:

FundThrough USA, Inc.
260 Spadina Avenue, Suite 400
Toronto, Ontario M5T 2E4

6. The mailing address of the Transferee is as follows:

[_____]

7. The mailing address of the Debtor is as follows:

Canopy Foods, Inc.
454 Acorn Lane
Downingtown, PA 19335

This Transfer Statement is delivered pursuant to and in accordance with the terms of Section 9-619 of the Uniform Commercial Code as in effect in Delaware, Pennsylvania and Texas.

FUNDTHROUGH USA, INC.

By: _____
Name:
Title:

**BRAUN INTERNATIONAL, aka
Braunco Auctions
Auctioneer for FundThrough USA, LLC**

By: _____
Name:
Title:

SCHEDULE OF PURCHASED ASSETS

All right, title and interest of Canopy Foods, Inc. in and to the following described personal property assets, wherever located, including, without limitation, at the below address, without any representation or warranty as to location:

All Chattel Paper, Deposit Accounts, Inventory, Equipment, Instruments, Investment Property, Documents, Letter of Credit Rights, Commercial Tort Claims (including, without limitation the product liability claims involving Massily and Insurance subrogation litigation relating to denial of coverage, whether such actions are in Canada and/or Pennsylvania), General Intangibles (and Good Will related thereto), tax refunds and Employee Retention Tax Credits (“ERTC”) and claims thereto, and the proceeds of any of the foregoing, but not accounts receivable generated from the sale of goods or rendition of services.

Canopy Foods, Inc.
454 Acorn Lane
Downingtown, PA 19335

NOTE TO PRIORITY EQUIPMENT LIEN CREDITORS - Any Equipment transferred in furtherance hereof shall remain subject to each properly perfected purchase money security interest, lease or security interest that is senior in priority to the lien and security interest of FundThrough USA, Inc., therein.

Assigned Contracts

Schedule of Contracts

Contracts to be Assumed

Group	Type	Vendor	Comments
Utility	Electricity		Yes
Utility	Trash		Yes
Telephone Internet	Internet		Yes
Utility	Cleaning		Yes
Utility	Security		Yes: Passwords and Administrator Privileges
Software & Subscriptions	Accounting Software		Yes: Passwords and Administrator Privileges
Telephone Internet	Cell Phone		No
Software & Subscriptions	Website		Yes: Passwords and Administrator Privileges
Telephone Internet	Phone		Yes: Passwords and Administrator Privileges
Telephone Internet	Fax		Yes: Passwords and Administrator Privileges
Software & Subscriptions	Email		Yes including AB's password as Admin as well as access to all other former emails
Software & Subscriptions	Cloud Storage		Yes: Passwords and Administrator Privileges

Contracts and Liabilities Not Assumed

Software & Subscriptions	Database		No
Software & Subscriptions	PDF		No
Software & Subscriptions	Website		No
Professional Services	HR - Payroll		No
Professional Services	HR - Retirement		No
Insurance	Health		No
Insurance	Dental and Vision		No
Insurance	Workers Comp		No
Insurance	General Liability		No
Fox Rothschild	Legal		No
	Accounting		No

Intellectual Property

All copyrights, patents, trademarks, tradenames, marks and/or logos used or planned to be used in the Business, including without limitation, the patents and patent applications identified on the attached Table of IP incorporated by reference herein.

All software, both proprietary and off the shelf (purchased), used or planned to be used in the by Canopy Foods, Inc. or any related entities.

All testing and other data including Power Points, PDF's handwritten notes, all the data in Quickbase, Quickbooks, filed in online databases, hard copy files in the office or elsewhere including personal residences of Alex Doak, Kyle Dawson, and Caroline Lear, all data residing on employee computers, employee files including the files maintained by Alex Doak, Kyle Dawson, Matthew Stargel, Caroline Lear and any other accounting, database, spreadsheet, power point, or records of any nature whatsoever including both hard and soft copies.

Administrator Passwords to all on and off-line accounts, services, SAAS accounts etc.

All manuals, processes, trade secrets, coating procedures, curing procedures and all records, power point presentations, internal analysis and processed, testing procedures, in general.

All diagrams, schematics, assembly instructions, flow charts and the like related to any of the testing and other equipment whether purchased or built in-house.

All emails including but not limited to emails address to *@canopy.com, and any emails addressed to Alex Doak, Kyle Dawson, Matthew Stargel, Caroline Lear that relate either directly or indirectly to Canopy Foods, Inc., or any related entity.

Any and all IP belonging to Canopy Foods, Inc. not listed in this agreement.

