

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

LAURENTIAN BANK OF CANADA

Applicant

- and -

**RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK
ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.**

Respondents

FIRST REPORT OF THE RECEIVER

December 3, 2019

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I. INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated September 18, 2019 (the “**Appointment Order**”), RSM Canada Limited (“**RSM**”) was appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Black Angus Freezer Beef (2005) Ltd. (“**Freezer Beef**”), Black Angus Fine Meats & Game Inc. (“**Fine Meats**”), RSV Investments Inc. (“**RSV**” and together with Freezer Beef and Fine Meats, the “**Black Angus Group**”) and the property municipally known as 21 High Street, MacTier, Ontario (the “**MacTier Property**”), owned by Sean Deer Enterprises Ltd. (“**Sean Deer**”). The MacTier Property, together with the assets of Freezer Beef, Fine Meats and RSV are collectively referred to in this report as the “**Property**”. A copy of the Appointment Order is attached hereto as **Appendix “A”**.

2. The Appointment Order authorizes the Receiver to, among other things:
 - a) take possession and exercise control over the Property and to summarily dispose of any meat and ancillary inventory held by the Black Angus Group that is likely to depreciate rapidly in value (the “**Perishable Inventory**”);
 - b) operate the business of the Black Angus Group;
 - c) receive and collect all monies owed to the Black Angus Group or in relation to the Property;
 - d) market any or all of the Property for sale; and
 - e) sell, (i) the Perishable Inventory without Court approval, (ii) any part of the Property without the approval of the Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000, and (iii) any part of the Property exceeding \$250,000 with the approval of the Court.

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3. The Appointment Order referred to in this report, together with related Court documents, has been posted on the Receiver's website, which can be found at <https://rsmcanada.com/what-we-do/services/consulting/financial-advisory/restructuring-recovery/current-restructuring-recovery-engagements/black-angus-group.html>.

Purpose of the First Report

4. The purpose of this first report of the Receiver (the "**First Report**") is to provide the Court with the following:
- a) background information in respect of the Respondents;
 - b) information regarding the secured creditors of the Black Angus Group and the MacTier Property;
 - c) information in respect of the activities of the Receiver since the date of the Appointment Order to November 29, 2019;
 - d) details of the actions taken by the Receiver to take possession of the Property;
 - e) information pertaining to the theft of certain of the Property and the Receiver's actions with respect to same;
 - f) details of the Receiver's actions to sell the Property;
 - g) a summary of the Receiver's cash receipts and disbursements for the period September 18, 2019 to November 15, 2019; and
 - h) to request an order of the Court:
 - i. amending the preamble to the Appointment Order to correct the name of Black Angus Freezer Beef (2005) Ltd.;

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- ii. directing Storage on Site, an unsecured creditor, to immediately return any Property in its possession or control to the Receiver;
 - iii. approving the First Report and the Receiver's conduct and activities described herein;
 - iv. approving the fees and disbursements of the Receiver for the period ended October 15, 2019 and its counsel, Thornton Grout Finnigan LLP ("**TGF**"), for the period ended November 15, 2019;
 - v. approving the R&D (as defined below);
 - vi. authorizing and directing the Receiver to enter into the agreement with Danbury Global Limited ("**Danbury**") attached as **Confidential Appendix "1"** (the "**Danbury Agreement**") for the disposition and sale of certain assets of the Black Angus Group; and
 - vii. sealing Confidential Appendices 1, through 4, pending further Order of the Court.

Terms of Reference

5. In preparing this First Report and making the comments herein, the Receiver has relied upon information from the books and records of the Black Angus Group and third-party sources (collectively, the "**Information**"). Certain of the information contained in this First Report may refer to, or is based on, the Information. As the Information has been obtained from the Black Angus Group's books and records, provided by other parties, or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the *Chartered Professional Accountants Canada*

Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

6. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.

II. **BACKGROUND**

7. As at the date of the Appointment Order, Freezer Beef and Fine Meats operated a butcher shop business, selling meat and ancillary products online and through three “Black Angus” retail outlets, located at the MacTier Property, at leased premises located at 360 Revus Avenue, Unit 10, Mississauga, Ontario (the “**Mississauga Property**”) and at 207484 ON-26, Thornbury, Ontario (the “**Thornbury Property**”) and collectively with the MacTier Property and the Mississauga Property, the “**Retail Properties**”).
8. Sean Deer is the registered owner of the MacTier Property which contains three third-party tenants. RSV is the registered owner of the Thornbury Property. The MacTier Property and the Thornbury Property are in relatively remote locations in Ontario.
9. According to corporation profile reports, Mr. Sean Kelly (“**Mr. Kelly**”) is listed as the sole director and officer of each member of the Black Angus Group. Mr. Kelly and his spouse, Jennifer Anderson (“**Ms. Anderson**”), are listed as directors of Sean Deer. Copies of the corporation profile reports for each of the Black Angus Group and Sean Deer are attached as **Appendix “B”**.
10. Laurentian Bank of Canada (the “**Bank**”) is the primary secured creditor of the Black Angus Group and Sean Deer. The security held by the Bank is outlined in the affidavit of Christopher Corcoran filed in respect of the initial application, a copy of which is attached (without exhibits) as **Appendix “C”**.

III. RECEIVER'S ACTIVITIES TO DATE

11. Since the Appointment Order, the Receiver has undertaken various activities, including but not limited to the following:
 - a) securing possession of the books and records of the Black Angus Group;
 - b) redirecting the mail from the Retail Properties to the Receiver's office;
 - c) taking possession and control of the bank accounts of the Black Angus Group. The total amount initially seized by the Receiver was approximately \$43,000;
 - d) collecting accounts receivable of the Black Angus Group. The Receiver has collected approximately \$63,000 from the customers of the Black Angus Group since that time;
 - e) as more particularly described herein, communicating with the landlord of the Mississauga Property, as described in more detail below;
 - f) liquidating the Perishable Inventory, as described in more detail below;
 - g) opening separate trust accounts for each of the Black Angus Group and in respect of the MacTier Property;
 - h) attending at the Retail Properties to oversee the changing of all of the locks to the Retail Properties, and the changing of the security alarm codes at the Thornbury Property and the Mississauga Property. No alarm system was present at the MacTier Property;
 - i) retention of and communication with Richmond Advisory Services Inc. (the "**Property Manager**") to provide certain property management services including:
 - (i) site inspections of the Retail Properties;

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- (ii) obtaining quotes for repairs and maintenance; and
 - (iii) providing access to the Retail Properties and overseeing any work that may be required;
- j) securing commercial liability insurance in respect of the Property;
 - k) retaining Starport Managed Services Inc. ("**Starport**"), an information technology services company that had previously provided services to the Black Angus Group, to assist the Receiver as detailed herein;
 - l) as more particularly described below, communicating with the local police department and insurance company in respect of certain assets that were removed from the Retail Properties;
 - m) collecting rents in respect of the MacTier Property and dealing with the tenants thereof;
 - n) communicating with Canada Revenue Agency ("**CRA**") and the arrangement of harmonized sales tax ("**HST**") accounts in respect of each of the Black Angus Group and the MacTier Property in the name of the Receiver;
 - o) completing all outstanding pre-filing HST returns and arranging for CRA to conduct an audit of the HST and payroll source deductions accounts of each of the Black Angus Group, which was conducted on November 19, 2019. As of the date of this report, notices of assessment in relation to the audit have not been received by the Receiver. The Receiver will report on the results of the audit in its next report to the Court;
 - p) as described in more detail below, complying with the Receiver's requirements under the *Wage Earner Protection Program Act* ("**WEPPA**");
 - q) communicating with the secured creditors of the Black Angus Group and in respect of the MacTier Property; and

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- r) communicating with the former officers, directors and employees of the Black Angus Group as described in detail below.

Sale of Perishable Inventory

12. Due to the type of operations carried on by Freezer Beef and Fine Meats, as at the time of the Receiver's appointment, there was a significant amount of Perishable Inventory on hand at each of the Retail Properties, including fresh and frozen meat inventory. The Receiver determined that immediate steps were needed to deal with the Perishable Inventory.
13. In discussions with the Receiver's insurance broker prior to the commencement of the receivership, the Receiver was advised that it could not obtain long-tail insurance for the sale of consumable products to the public. As a result, the Receiver could be liable for any sale of the Perishable Inventory subsequent to its discharge.
14. Consequently, in order to generate realizations from the Perishable Inventory, the Receiver entered into an agreement with Artisan Farms Direct Ltd. ("**Artisan**") on September 18, 2019 (the "**Artisan Agreement**"). Pursuant to the terms of the Artisan Agreement, the Receiver transferred the right, title, and interest of the Perishable Inventory to Artisan, in exchange for a 30% net commission to be paid to the Receiver on future sales of the Perishable Inventory.
15. For the period ended November 15, 2019, Artisan has advised the Receiver that sales of Perishable Inventory have totaled \$108,234, expenses have been \$63,359 and net sales total \$44,874. For the period September 19, 2019 to September 30, 2019, the Receiver has received commissions of \$7,710 from Artisan. The Receiver is currently working with Artisan to calculate and obtain the commissions owing to the Receiver for the months of October and November 2019. The sale of Perishable Inventory will continue through the holiday season and into 2020.

Access to Books and Records

16. The books and records of the Black Angus Group are incomplete and out of date. As at the date of the Receiver's appointment, the books and records of Freezer Beef, Fine Meats and RSV were current only as of October 2018, April 2019 and June 2019, respectively.
17. On September 19, 2019, Scarfone Hawkins LLP ("**Scarfone Hawkins**"), Mr. Kelly's former counsel, contacted TGF to request that Mr. Kelly be granted access to the books and records of the Black Angus Group and Sean Deer through Quickbooks in order to update the records and generate updated financial statements to present to a potential lender. It should be noted that Scarfone Hawkins was removed as counsel of record to the Respondents by Order dated November 20, 2019, a copy of which is attached as **Appendix "D"**.
18. The Receiver expressed concern about allowing access to Mr. Kelly while maintaining the integrity of the information in the books and records, which constituted Property of the Black Angus Group, and which were located at the Thornbury Property. After protracted discussions surrounding the logistics of access, it was determined that the Receiver could provide the general ledgers for each of the Black Angus Group on an Excel spreadsheet which was provided to Scarfone Hawkins on September 27, 2019.
19. On October 11, 2019, Mr. Kelly contacted the Receiver to advise that he had no access to the books and records or bank accounts of Sean Deer and several other related companies that were not in receivership. As a result, the Receiver separated the physical hard copy records of those additional companies from those of the Black Angus Group and provided them to Mr. Kelly on October 17, 2019.
20. After additional requests for Quickbooks access by Mr. Kelly for the purpose of securing refinancing, the Receiver engaged Starport to assist in providing access to Mr. Kelly. On October 22, 2019, with the assistance of Starport, the Receiver

loaded the Quickbooks files on to a data sharing platform and provided Mr. Kelly with a link to the data sharing platform, which included the Quickbooks files for the Black Angus Group and certain other companies.

Attempted Refinancing

21. On October 7, 2019, the Receiver was contacted by Dominion Lending Centres (“**Dominion**”) on behalf of Mr. Kelly. A representative of Dominion advised the Receiver that Dominion was in the process of obtaining refinancing for the Black Angus Group. The Receiver engaged in several discussions with Dominion but no such transaction has been forthcoming.
22. On October 14, 2019, the Receiver invited Dominion to participate in the Receiver’s Sales Process (as described in greater detail below), which was set to commence on the following day. On October 15, 2019, the Receiver sent the Marketing Brochure and its non-disclosure agreement to Dominion in accordance with the Sales Process.
23. Dominion refused to sign the non-disclosure agreement and access was not provided to the Data Room (as defined below).
24. On October 18, 2019, a Dominion representative requested that the Receiver send a copy of a certain environmental report in the Receiver’s possession to Dominion. In accordance with the terms of the environmental report, the Receiver delivered a copy of same to Mr. Kelly and advised Dominion to obtain a copy of the report from Mr. Kelly. The Receiver has not heard from Dominion since that time.

Employee Claims and WEPPA

25. Upon taking possession, the Receiver informed the employees, on behalf of the Black Angus Group, that their employment was immediately terminated.

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26. The Receiver has since responded to numerous inquiries from former employees of the Black Angus Group seeking information and clarification as to the receivership proceedings, the status of the payment of amounts owed to them, and how they may file a claim under WEPPA.
27. In accordance with WEPPA, on or about October 4, 2019, the Receiver mailed an information package to the 12 eligible former employees of the Black Angus Group which included details of the recipient's claim, a proof of claim form, and instructions on how to apply for a payment under WEPPA. The Receiver has worked with the former internal accountant of the Black Angus Group to respond to numerous inquiries resulting from the information package and WEPPA. The Receiver will continue to carry out its obligations with respect to the WEPPA.

IV. SECURED LENDERS

28. As set out in the initial Application Record, the following are the registered secured creditors of the Black Angus Group pursuant to the *Personal Property Security Act* (Ontario) (the "**PPSA**"):

RSV Investments Inc.	
Name of Registrant	Registration Date
Laurentian Bank of Canada	October 29, 2009
Laurentian Bank of Canada	October 29, 2009

Black Angus Freezer Beef (2005) Ltd.	
Name of Registrant	Registration Date
Laurentian Bank of Canada	October 29, 2009
Laurentian Bank of Canada	October 29, 2009
Mercedes-Benz Financial Services Canada Corporation	September 17, 2018

Black Angus Fine Meats & Game Inc.	
Name of Registrant	Registration Date
Laurentian Bank of Canada	October 29, 2009
Laurentian Bank of Canada	October 29, 2009
National Leasing Group Inc.	September 24, 2014
Reiser (Canada) Co.	March 27, 2015
National Leasing Group Inc.	July 12, 2016
CWB National Leasing Inc.	March 21, 2019

29. The Receiver has not yet sought an independent legal opinion regarding the validity and enforceability of the Bank’s security. The Receiver will obtain an independent legal opinion and provide the results thereof to the Court when the Receiver seeks an Order to make a distribution from the funds in its possession.

Return of Leased Assets

30. Freezer Beef leased a 2018 Metris Cargo Van (the “**Mercedes Van**”) from Mercedes-Benz Financial Services Canada Corporation (“**Mercedes**”). The Receiver determined that the appraised value of the Mercedes Van was less than

the amount outstanding to Mercedes. TGF advised the Receiver that Mercedes appeared to have valid and enforceable priority security against Freezer Beef in respect of the Mercedes Van and, as such, the Receiver has made arrangements with Mercedes for the return of the Mercedes Van to Mercedes.

31. Pursuant to two leases dated August 28, 2016 and March 7, 2019, Fine Meats leased various freezer and other racking and related equipment from National Leasing Group Inc. ("**National Leasing**") and CWB National Leasing Inc. ("**CNL**"), respectively. The Receiver understands that CWB Financial Group acquired National Leasing in 2010 and as of June 2018, National Leasing changed its name to CNL.
32. The Receiver determined that the appraised value of the equipment was less than the amount outstanding to CNL. TGF advised the Receiver that CNL appeared to have valid and enforceable priority security against Fine Meats in respect of the equipment and, as such, the Receiver has advised CNL that it could pick up its equipment, which has not yet been done.
33. Reiser (Canada) Co. ("**Reiser**") appears to have a registered security interest in "One Vemag TM-203 link cutter" and related equipment owned by Fine Meats. The Receiver has not been able to identify the equipment among the assets of Fine Meats and, notwithstanding being served with the Application Record and Appointment Order, has not been contacted by Reiser.

VI. REMOVAL OF ASSETS

34. As previously noted, each of the Thornbury Property and the MacTier Property are located in relatively remote locations in Ontario. As a result, the costs to retain security personnel to remain on-site at all times to observe and protect the assets located at such sites is very high, and was deemed cost-prohibitive by the Receiver. Where possible, the Receiver secured the premises housing the assets and retained the Property Manager to check on the locations.

Thornbury Assets

35. On the date of the Appointment Order, the Receiver inventoried the assets located at the Thornbury Property. Notwithstanding the Receiver's efforts, the following assets were stolen from the Thornbury Property on or about the dates noted:
- a) on September 30, 2019, a homemade trailer containing kitchen equipment;
 - b) on October 2, 2019, a 2011 GMC Savanna 2500 Cargo Van; and
 - c) on or about October 18, 2019, a commercial smoker.
36. In each instance, the Receiver contacted the Ontario Provincial Police ("**OPP**"), who attended on site and prepared a report of the incident. The Receiver also advised the insurer of the thefts. Unfortunately, the OPP have not been able to locate any of the assets stolen from the Thornbury Property. The insurer is in the process of gathering information on the claims and has not yet provided the Receiver with its conclusion or findings on the claims.

MacTier Assets

37. On the date of the Appointment Order, the Receiver inventoried the assets located at the MacTier Property. The MacTier Property is a large property that is not secured by a fence or gate.
38. The Receiver understands that the Black Angus Group formerly rented and/or purchased several storage containers from Storage on Site ("**SOS**"). As at September 18, 2019, the books and records of Fine Meats indicated that SOS was owed \$1,059. On taking possession of the MacTier Property, the Receiver noted two storage containers located on the property. On October 23, 2019, Mr. Kelly wrote to the Receiver advising that he was approached by a representative from SOS who indicated to Mr. Kelly that there were no containers included in the Receiver's asset listings contained in its sale package.

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39. On October 25, 2019, Mr. Kelly wrote to the Receiver to advise that a Keystone Laredo RV trailer that had been parked at the MacTier Property was also missing. The Receiver confirms that upon taking possession of the MacTier Property, a Laredo camping trailer was located outside the property.
 40. On October 27, 2019, the Property Manager confirmed to the Receiver that the Laredo RV trailer and one of the containers (the “**Missing Container**”) were no longer on the MacTier Property and same were reported as stolen to the OPP by the Receiver.
 41. On October 28, 2019, Mr. Gary Bochna (“**Mr. Bochna**”) identified himself to the Receiver as the owner of SOS and admitted to taking the Missing Container from the MacTier Property on October 25, 2019, and delivering it to the SOS location in or around Meaford, Ontario. Despite the Receiver’s request for SOS to return the container to the MacTier Property, Mr. Bochna advised the Receiver that SOS would not be returning the container or its contents to the Receiver and would not disclose the exact location of the container.
 42. Subsequent to the call with Mr. Bochna, the Receiver contacted the OPP and advised them of their discussion of the removal of the container by SOS from the MacTier Property. As the container had still not been returned, on November 19, 2019, TGF sent a letter to SOS on behalf of the Receiver to require the return of the container and its contents to the MacTier Property by 5:00 p.m. on Friday, November 22, 2019 (the “**November 19th SOS Letter**”). As of the date of this First Report, SOS has not responded to the November 19th SOS Letter. A copy of the November 19th SOS Letter is attached as **Appendix “E”**.

Mississauga Assets

43. On the date of the Appointment Order, the Receiver inventoried the assets located at the Mississauga Property.

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44. While the Receiver was attending to its duties at the Mississauga Property, the Receiver observed that the Mercedes Van had been taken from the Mississauga Property without the Receiver's knowledge or consent. The Receiver subsequently came to learn that Mr. Kelly had personally taken the Mercedes Van without notifying the Receiver.
45. The books and records of the Black Angus Group revealed that Freezer Beef also owned a Range Rover that was not present at the Retail Properties. The Receiver was advised that the Range Rover was typically driven by Ms. Anderson. After numerous requests, both vehicles were eventually returned to the Receiver's possession.

V. DEALINGS WITH MISSISSAUGA LANDLORD

46. Upon taking possession of the Mississauga Property, the Receiver's authority to do same was challenged by the landlord, DC Vet Holdings Inc. (the "**Landlord**"). The basis for such dispute was that the tenant listed on the lease in respect of the Mississauga Property was Blue Mountain Fine Foods Corp., a corporation controlled by Mr. Kelly, notwithstanding that the rent for the Mississauga Property was paid to the Landlord by the Black Angus Group.
47. After protracted discussions between counsel to the Landlord and TGF, it was agreed, on October 24, 2019, that the Receiver would continue to occupy the Mississauga Property in order to protect the Property located thereon, and would continue to do so until the assets owned by the Black Angus Group were sold. In consideration thereof, the Receiver and the Landlord agreed that the Receiver would pay occupation rent for such duration of time that it occupied the premises.

VI. COMMUNICATIONS WITH MR. KELLY

48. Since the date of the Receiver's appointment, Mr. Kelly has communicated on numerous occasions with the Receiver, either directly or through TGF. As detailed

below, Mr. Kelly has taken issue with the activities and conduct of the Receiver and has asserted personal claims to certain assets that are claimed to be in the possession of the Receiver.

Personal Assets Claimed by Mr. Kelly

49. On or about September 23, 2019, Scarfone Hawkins advised the Receiver that one of the vehicles in the Receiver's possession, a 2005 Volvo S60 (the "**Volvo**"), was personally owned by Mr. Kelly. During the Receiver's review of this claim, the Receiver noted that Freezer Beef paid the insurance premiums related to the vehicle. Accordingly, the Receiver requested that proof of ownership for the Volvo be provided to the Receiver. As no supporting documentation was provided despite repeated requests, the Receiver conducted a VIN search which indicated that the Volvo was registered in Mr. Kelly's name. The Receiver subsequently arranged for the release of the Volvo to Mr. Kelly.

50. Between October 18, 2019 and October 21, 2019, Mr. Kelly claimed through various emails that, among other things, a number of other items in the Receiver's possession were his personal property. On October 21, 2019, Mr. Kelly wrote to the Receiver to advise that there was a bronze statue worth \$20,000 located outside the Thornbury Property, which was now gone. In a subsequent email on the same day, Mr. Kelly wrote to the Receiver to advise that certain artwork at the MacTier Property was valued at \$100,000. On November 29, 2019, Mr. Kelly subsequently wrote to TGF to advise that these assets were collectively worth \$200,000. Copies of Mr. Kelly's emails to the Receiver in respect of these assets are attached hereto as **Appendix "F"**. It should be noted that at no time were such items located by the Receiver at any of the Retail Properties and there was never any evidence presented establishing (i) that these items were present at the Retail Properties at the time of the Receiver's appointment, or (ii) the value or ownership of any such items.

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51. By correspondence dated October 22, 2019, November 7, 2019 and November 19, 2019, TGF wrote to Mr. Kelly on behalf of the Receiver to request that, among other things, Mr. Kelly provide the Receiver with particulars of the items that he claimed were owned personally by him, along with proof of ownership (the “**TGF Correspondence**”). Copies of the TGF Correspondence are attached as **Appendix “G”**.
52. As of the date of this report, Mr. Kelly has not provided any documentation or proof of ownership to the Receiver relating to any of the assets that he claims are owned by him.

Challenges to the Receiver’s Conduct

53. On October 18, 2019, Mr. Kelly sent a series of emails to the Receiver and TGF, copies of which are attached as **Appendix “H”**, questioning the Receiver’s conduct, and setting out certain allegations of misconduct by the Receiver, including that:
- a) the Receiver did not take the necessary steps to advise the insurance company of the receivership;
 - b) the Receiver knowingly accepted a delivery of goods subsequent to the date of receivership, and caused the vendor to charge Mr. Kelly’s personal credit card for the goods;
 - c) a commercial smoker and certain other assets were stolen from the Thornbury Property under the Receiver’s watch;
 - d) the Receiver had not properly addressed employee matters, such as the issuance of Records of Employment;
 - e) the paddle boards located at the Retail Properties were consigned goods, and therefore the Receiver had acted outside of its authority in dealing with those assets;

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- f) the Receiver had made errors in the accounts receivable and accounts payable balances that were included in the Receiver's notices to creditors;
 - g) the Receiver acted improperly by entering into an agreement to transfer the Perishable Inventory to Artisan that were at both the MacTier Property and the Thornbury Property;
 - h) the cancellation of the Fine Meats' license with the Canadian Food Inspection Agency by the Receiver was detrimental to the value of the business; and
 - i) the Receiver caused delays in the redirection of the unrelated mail from the Retail Properties that did not relate to the Black Angus Group or the MacTier Property.
54. The allegations made by Mr. Kelly are unfounded and without merit. Each of Mr. Kelly's accusations were addressed in the TGF Correspondence.

New Operations and Impact on Receiver's Sales Process

55. During the Receiver's sales process, that is described in further detail below, a prospective purchaser of all of the assets informed the Receiver that it had learned that Mr. Kelly had set up a new meat butcher business in Craigeith, Ontario (the "**Craigeith Property**") under the name "Black Angus". The Craigeith Property is approximately 15 kilometres from the Thornbury Property. This potential purchaser advised the Receiver that it was no longer interested in submitting a bid for the assets, given that a similar operation using the "Black Angus" trade name was established by Mr. Kelly in close proximity to the Thornbury Property.
56. Another prospective purchaser also advised the Receiver that Mr. Kelly was operating a business at the Craigeith Property using a sign almost identical to the one that was used by the Black Angus Group. The Property Manager attended at the Craigeith Property and confirmed to the Receiver that the information provided to the Receiver was accurate. It was further confirmed that the sign posted at the

Craigleith Property bore the name “Black Angus Fine Meats & Game” and was identical to the “Black Angus” sign at the MacTier Property. A copy of a photograph of the Craigleith Property sign taken on October 24, 2019 is attached as **Appendix “I”**. A copy of a photograph of the sign located at the MacTier Property taken on September 18, 2019 is attached hereto as **Appendix “J”**.

57. TGF wrote to Mr. Kelly on October 25, 2019 (the “**October 25th Letter**”) to advise that it had come to the Receiver’s attention that he intended to commence business under the “Black Angus” name in Craigleith. The October 25th Letter requested that Mr. Kelly cease and desist from the use of any trade-mark, trade-name, domain name or the like, whether registered or not, including the “Black Angus” name and logo and to remove all such signs from the Craigleith Property and surrounding area pursuant to the Appointment Order. Mr. Kelly responded to the October 25th Letter by email on October 25, 2019 stating that the sign “says Black Angus Muskoka and there is no trade mark registered”. A copy of Mr. Kelly’s email response is attached as **Appendix “K”**.
58. On November 15, 2019, a potential purchaser provided the Receiver with a photograph of a new sign posted at the Craigleith Property bearing the name “Black Angus Blue Mountain”, a copy of a photograph of which is attached as **Appendix “L”**.
59. The Receiver is concerned that Mr. Kelly’s actions may have resulted in several viable purchasers withdrawing their interest in the assets of the Black Angus Group and the MacTier Property, to the detriment of the Receiver’s sale process. The Receiver will be reviewing with TGF the Receiver’s position with respect to Mr. Kelly’s continued use of the “Black Angus” name.

VII. SALES PROCESS

Marketing Process and Offers Received

60. Pursuant to paragraph 3 (i) of the Appointment Order, the Receiver is empowered and authorized to market for sale any of the Property owned by the Black Angus Group as well as the MacTier Property (the “**Assets for Sale**”).
61. Prior to marketing the Assets for Sale, the Receiver compiled a list of parties in the meat industry to whom the Receiver would send information regarding the Black Angus Group and the Assets for Sale. The Receiver was of the view that the sale of the Black Angus Group’s assets on an “en bloc” basis could maximize the realizations from those assets.
62. On October 15, 2019, the Receiver commenced its sales process (the “**Sales Process**”) for the furniture, equipment, vehicles, brand rights, and customer lists of Freezer Beef and Fine Meats as well as the Thornbury Property and the MacTier Property.
63. On October 15, 2019, the Receiver distributed a marketing brochure (the “**Marketing Brochure**”) to approximately 244 interested parties, including competitors, suppliers and customers of Freezer Beef and Fine Meats, auctioneers, and other parties in the food industry. A copy of the Marketing Brochure is attached as **Appendix “M”**.
64. The Receiver placed advertisements regarding the Sales Process in the National Post on October 25, 2019, October 30, 2019 and November 1, 2019 (collectively, the “**Newspaper Advertisements**”). Copies of the Newspaper Advertisements are attached as **Appendix “N”**.
65. The Receiver prepared a confidentiality agreement (“**CA**”) and a confidential information memorandum (the “**CIM**”), to be sent to those parties that expressed an interest in obtaining a CIM.

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66. A total of 35 CAs were executed by interested parties and returned to the Receiver. The Receiver sent to each party that executed a CA a copy of the CIM. The CIM contained, among other things, details relating to the Thornbury Property and the MacTier Property, detailed listings of all equipment and furniture lots, vehicle lots, the terms and conditions of sale, and certain information regarding the customer lists and the “Black Angus” name and logo. The CIM also set the deadline for the submission of offers as 4:00 p.m. on Friday, November 15, 2019 (the “**Bid Submission Deadline**”). A copy of the CIM is attached as **Confidential Appendix “2”** to this report.
67. In addition to the information provided in the CIM, the Receiver established an online data room (the “**Data Room**”) to provide interested parties with further documentation relating to the Assets for Sale. All parties that were provided a copy of the CIM were also provided access to the Data Room. A copy of the Data Room index is attached as **Appendix “O”**.
68. On or about November 8, 2019, the Receiver was contacted by a potential purchaser and was made aware of the fact that a portion of the Thornbury Property, representing approximately 2.075 acres, had been severed and transferred to Ms. Anderson in May, 2019 (the “**Transferred Thornbury Property**”). As the Receiver was uncertain as to whether it would be in a position to convey the Transferred Thornbury Property to a prospective purchaser, the Receiver sent notification of the Transferred Thornbury Property to the potential bidders, and amended the CIM to provide that offers for the Thornbury Property be presented in two scenarios: (i) an offer for the entire Thornbury Property; and (ii) an offer for the Thornbury Property, less the Transferred Thornbury Property.
69. On November 11, 2019, the Receiver provided the amended confidential information memorandum (the “**Amended CIM**”) to those parties who had executed a CA. The Amended CIM included, among other things:
- a) changes to the manner in which offers were to be submitted for the Thornbury Property; and

b) the addition of certain assets for which evidence had not been provided to the Receiver that they were owned personally or by any party other than the Black Angus Group, including:

- i) certain equipment;
- ii) various storage containers and trailers; and
- iii) various artwork, sports memorabilia, and sports equipment.

A copy of the Amended CIM is attached as **Confidential Appendix “3”** to this report.

70. As of the Bid Submission Deadline, 6 offers were submitted to the Receiver. A copy of the summary of offers received (the **“Offer Summary”**) is attached as **Confidential Appendix “4”**.

71. Following its review of the offers, the Receiver found that the proposal from Danbury was the highest and best offer received. The Danbury proposal included a net minimum guarantee and outright purchase options. The Receiver believes that recoveries could be greater under the net minimum guarantee option. The Receiver recommends that it be authorized and directed to enter into the Danbury Agreement, which provides for the disposition of the non real-estate assets of the Black Angus Group as it represented the best possible recovery for such assets in the Receiver’s view. The Bank is supportive of the Receiver entering into the Danbury Agreement.

72. The Receiver respectfully requests that the Court seal Confidential Appendices 1 through 4 pending further Order of the Court, as publicly disclosing same may be prejudicial to the Sales Process, the Black Angus Group and Sean Deer, and/or others in the fresh meat industry.

73. The Receiver understands that the transfer of the Transferred Thornbury Property was done without the Bank’s consent in contravention of its first mortgage against the Thornbury Property. The Receiver has been advised by the Bank that it has

issued power of sale proceedings in respect of the Transferred Thornbury Property.

Listing for Sale of the Thornbury Property and the MacTier Property

74. As set out above, the Sales Process included the Thornbury Property and the MacTier Property. The Receiver received one offer that provided for the purchase of the Black Angus assets located at the Thornbury Property together with the Thornbury Property. The Receiver reviewed that offer with the Bank and the Bank advised the Receiver that it did not support the acceptance of that offer because the amount of the offer for the Thornbury Property appeared to be below market value. After considering the Bank's position and appraisals of the Thornbury Property previously obtained by RSV and the Bank, the Receiver did not accept the offer. The Receiver is of the opinion that it may be able to obtain a better recovery for the Thornbury Property through an independent real estate listing.
75. As no "en bloc" purchase for the Black Angus Group's assets was accepted by the Receiver, and as the Receiver is seeking the sale of the non-real estate assets through Danbury, the Receiver is in the process of seeking listing proposals from real estate brokers to sell each of the Thornbury Property and the MacTier Property which it expects to receive by December 5, 2019. It is the Receiver's present intention to file a supplementary report (the "**Supplementary Report**") with the Court to seek the Court's authorization to enter into a listing agreement for the sale of each of the Thornbury Property and the MacTier Property.

VIII. NOTICE AND STATEMENT OF RECEIVER

76. On September 27, 2019, the Receiver issued a Notice and Statement of Receiver, pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act*, in respect of each of the Black Angus Group as well as Sean Deer (the "**BIA Reports**"). Copies of the BIA Reports are attached as **Appendix "P"**. The Receiver notes that it issued the BIA Report in respect of Sean Deer as the Receiver was of the view

that the MacTier Property constituted substantially all of the “other property” of Sean Dear.

IX. RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

77. Attached to this report as **Appendix “Q”** is the Receiver’s Interim Statement of Receipts and Disbursements for the period September 18, 2019 to November 15, 2019 (the “**R&D**”). During this period, total receipts were \$160,826, while total disbursements were \$100,910, resulting in a net cash surplus of \$59,916. The R&D sets out the cash receipts and disbursements attributable to each company within the Black Angus Group as well as on a combined basis.

X. FEES AND DISBURSEMENTS OF THE RECEIVER AND COUNSEL

78. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges. Pursuant to paragraph 19 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.

79. The total fees and disbursements for the Receiver for the period from September 18, 2019 to October 15, 2019 were \$124,193.68, plus HST of \$16,146.19, for a total of \$140,339.87. The time spent by the Receiver is more particularly described in the Affidavit of Arif Dhanani sworn December 3, 2019, which is attached hereto and marked as **Appendix “R”** and contains a copy of the invoices that set out the services provided during this time period.

80. The Receiver intends to submit to the Court for approval its accounts for the period October 16, 2019 to November 15, 2019 in the Supplementary Report.

81. The total fees of TGF for the period from September 18, 2019 to November 15, 2019, were \$59,765.00, plus disbursements of \$1,391.48, plus HST of \$7,917.63, for a total of \$69,074.11. The time spent by TGF is more particularly described in the Affidavit of Puya Fesharaki sworn December 3, 2019, which is attached hereto

as **Appendix "S"** and contains, among other things, copies of invoices that set out the services provided during this period.

XI. CONCLUSION

82. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders described in paragraph 4 (h) above.

All of which is respectfully submitted to this Court as of this 3rd day of December, 2019.

RSM CANADA LIMITED, in its capacity as Court-appointed Receiver and Manager of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd., RSV Investments Inc. and of the real property municipally known as 21 High Street, MacTier, ON and not in its personal or corporate capacity

Per:



Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 18TH DAY
)
JUSTICE GLENN A. HAINEY) DAY OF SEPTEMBER, 2019

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended

BETWEEN:



LAURENTIAN BANK OF CANADA

Applicant

- and -

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD.,
BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.

Respondents

ORDER
(Appointing Receiver)

THIS APPLICATION made by Laurentian Bank of Canada (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 RSM Canada Limited ("RSM") as receiver and manager (in such capacities, the "Receiver") without security, of those assets, undertakings and properties of Black Angus Beef (2005) Ltd. ("Black Angus Beef"), Black Angus Fine Meats & Game Inc. ("Black Angus Meats"), RSV Investments Inc. ("RSV" and together with Black Angus Beef and Black Angus Meats, the "Debtors") and Sean Deer Enterprises Ltd. ("SD Enterprises") as provided for herein, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Christopher Corcoran sworn September 9, 2019 and the Exhibits thereto, the Supplementary Affidavit of Christopher Corcoran sworn September 17, 2019 and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, counsel for the Respondents and other counsel in attendance as listed on the Counsel Slip, no one else appearing although duly served as it appears from the Affidavit of Service of Roxana G. Manea sworn September 9, 2019, and the Affidavit of Service of Puya Fesharaki sworn September 17, 2019, respectively, and on reading the Consent of RSM to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application 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, RSM is hereby appointed as Receiver, without security of:

- (a) all of the assets, undertakings and properties of the Debtors, including all proceeds thereof, including but not limited to,
 - (i) the real property registered in the name of RSV and municipally known as 207484 Highway 26, Thornbury, Ontario, more specifically described as: PIN37129-0199(LT): PART OF LOT 36, CONCESSION 11 COLLINGWOOD DESIGNATED AS PARTS 1, 2, 3 & 4, 16R-3221; PART OF ROAD ALLOWANCE BETWEEN LOTS 36 & 37, COLLINGWOOD CLOSED BY R102245 DESIGNATED AS PARTS 5, 6 & 7, 16R-3221; SAVE & EXCEPT PARTS 1 & 2, 16R-11180; TOWN OF THE BLUE MOUNTAINS;
 - (ii) any meat and ancillary inventory held by the Debtors that is perishable and likely to depreciate rapidly in value (the “**Perishable Property**”);

(iii) all of the books, records and documents of the Debtors acquired for, or used in relation to any business carried on by Debtors;

(collectively, the “**Debtors’ Property**”); and

(b) the real property registered in the name of SD Enterprises and municipally known as 21 High Street, MacTier, Ontario, more specifically described as: PIN48006-0247(LT): PCL 13891 SEC MUSKOKA; PT LT 2 CON 5 FREEMAN AS IN LT139263, LT130267; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA (the “**MacTier Property**” and collectively with the Debtors’ Property, the “**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 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 Property and any and all proceeds, receipts and disbursements arising out of or from the Property and to summarily dispose of any Perishable Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of 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) to manage, operate, and carry on the business of the Debtors or in relation to the Property, 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 or in relation to the Property;

- (d) to engage 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 receive and collect all monies and accounts now owed or hereafter owing to the Debtors or in relation to the Property and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (f) to settle, extend or compromise any indebtedness owing to the Debtors or in respect of the Property;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- (h) 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 Property 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 proceedings;
- (i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (j) to sell, convey, transfer, lease or assign the 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 relating to the Perishable Property;

- (ii) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
- (iii) 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;
- (k) 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*, as the case may be;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such 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 Property and the receivership, 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 Property on title to any of the 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;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have;
- (q) to make an assignment in bankruptcy on behalf of any or all of the Respondents;
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 Respondents, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondents, (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 Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such 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 business or affairs of the Respondents, 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 the relevant landlords with notice of the Receiver's intention to remove any fixtures 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 DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtors or the Property shall be commenced or continued, except with the written consent of the Receiver or with leave of the Court, and any and all Proceedings currently under way against or in respect of the Debtors or the 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 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 that 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 the Debtors or in relation to the Property, 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 with respect to the Property 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 or relating to the Property 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 the 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, including without limitation the sale of all or any of the Property and 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 Debtor's behalf, may terminate the employment of such employee. Nothing in this Order requires that the Receiver be the successor employer of the employees of the Debtors and that 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 any 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 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 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 Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondents, 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 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 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, if any, 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, specifically including but not limited to section 14.06(2), 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 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 Property 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 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 \$250,000 (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 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.

RETENTION OF LAWYERS

25. **THIS COURT ORDERS** that the Receiver may retain solicitors, including the Applicant’s solicitors, to represent and advise the Receiver in connection with the exercise of the Receiver’s powers and duties, including without limitation, those conferred by this Order. Such

solicitors may include the solicitors for the Applicant herein, in respect of any aspect where the Receiver is satisfied that there is no actual or potential conflict of interest.

SERVICE AND NOTICE

26. **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* (Ontario) (the “**Rules**”). Subject to Rule 3.01(d) of the Rules 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://www.rsmcanada.com/black-angus-group>.

27. **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 Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents 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

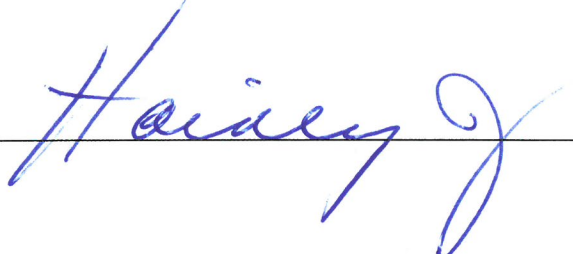
28. **THIS COURT ORDERS** that the Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder, or to seek any additional powers that it deems appropriate for carrying out the purpose of this Order.

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

30. **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.

31. **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.

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.



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

SEP 18 2019

PER / PAR: 

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver (the "Receiver") of the assets, undertakings and properties of [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 11th day of September, 2019 (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 \$ _____ 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 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 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 Montreal, Quebec.
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 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 _____, 2019.

RSM Canada Limited, solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

IN THE MATTER OF Section 101 of the Courts of Justice Act, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended

LAURENTIAN BANK OF CANADA

- and -

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.

Applicant

Respondents

Court File No. CV-19-626953-00CL

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

Proceedings commenced at Toronto, Ontario

**ORDER
(Appointing Receiver)**

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)
Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Applicant, Laurentian Bank of Canada

APPENDIX B



Government
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Federal Corporation Information - 691774-7

[Buy copies of corporate documents](#)

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

691774-7

Business Number (BN)

821122017RC0001

Corporate Name

BLACK ANGUS FINE MEATS & GAME INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2008-02-05

Registered Office Address

207484 Highway 26
Thornbury ON N0H 2P0
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

SEAN KELLY
207484 HIGHWAY 26
THORNBURY ON N0H 2P0
Canada

i Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

02-05

Date of Last Annual Meeting

2017-04-11

Annual Filing Period (MM-DD)

02-05 to 04-05

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Overdue

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2008-02-05 to Present

BLACK ANGUS FINE MEATS & GAME INC.

Certificates and Filings

Certificate of Incorporation

2008-02-05

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Date Modified:

2019-05-22

Request ID: 023473656
Transaction ID: 72765690
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/08/16
Time Report Produced: 15:21:55
Page: 1

Certified a true copy of the data as recorded on the Ontario Business Information System.



Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
1650778	BLACK ANGUS FREEZER BEEF (2005) LTD.	2005/05/25
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address		Date Amalgamated
360 REVUS AVENUE		NOT APPLICABLE
Suite # UNIT 10		New Amal. Number
MISSISSAUGA		NOT APPLICABLE
ONTARIO		Notice Date
CANADA L5G 4S4		NOT APPLICABLE
Mailing Address		Letter Date
207484 HIGHWAY 26		NOT APPLICABLE
THORNBURY		Revival Date
ONTARIO		NOT APPLICABLE
CANADA N0H 2P0		Continuation Date
		NOT APPLICABLE
		Transferred Out Date
		NOT APPLICABLE
		Cancel/Inactive Date
		NOT APPLICABLE
		EP Licence Eff.Date
		NOT APPLICABLE
		EP Licence Term.Date
		NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	
	00001	NOT APPLICABLE
	00009	
Activity Classification		Date Ceased
NOT AVAILABLE		in Ontario
		NOT APPLICABLE

Request ID: 023473656
Transaction ID: 72765690
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/08/16
Time Report Produced: 15:21:55
Page: 2

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1650778

Corporation Name

BLACK ANGUS FREEZER BEEF (2005) LTD.

Corporate Name History

BLACK ANGUS FREEZER BEEF (2005) LTD.

Effective Date

2005/05/25

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

SEAN
KELLY

Address

207484 HIGHWAY 26

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2005/05/25

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 023473656
Transaction ID: 72765690
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/08/16
Time Report Produced: 15:21:55
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

1650778

Corporation Name

BLACK ANGUS FREEZER BEEF (2005) LTD.

**Administrator:
Name (Individual / Corporation)**

SEAN
KELLY

Address

207484 HIGHWAY 26

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2005/05/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

SEAN
KELLY

Address

207484 HIGHWAY 26

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2005/05/25

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Request ID: 023473656
Transaction ID: 72765690
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/08/16
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1650778

BLACK ANGUS FREEZER BEEF (2005) LTD.

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2018

1C

2018/12/09 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.



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Federal Corporation Information - 691972-3

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i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

Corporation Number

691972-3

Business Number (BN)

820245413RC0001

Corporate Name

RSV INVESTMENTS INC.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2008-02-08

Registered Office Address

207484 HIGHWAY 26
THORNBURY ON N0H 2P0
Canada

i Note

Active CBCA corporations are required to [update this information](#) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this

information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Directors

Minimum 1

Maximum 10

SEAN KELLY
207484 HIGHWAY 26
THORNBURY ON N0H 2P0
Canada

i Note

Active CBCA corporations are required to [update director information](#) (names, addresses, etc.) within 15 days of any change. A [corporation key](#) is required. If you are not authorized to update this information, you can either contact the corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

02-08

Date of Last Annual Meeting

2017-11-04

Annual Filing Period (MM-DD)

02-08 to 04-08

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2019 - Overdue

2018 - Filed

2017 - Filed

Corporate History

Corporate Name History

2008-02-08 to Present

RSV INVESTMENTS INC.

Certificates and Filings

Certificate of Incorporation

2008-02-08

Certificate of Amendment *

2009-06-17

Amendment details: Province or Territory of Registered Office

* Amendment details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed. For more information, [contact Corporations Canada](#).

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2019-05-22

Request ID: 022067428
Transaction ID: 69171239
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/08/30
Time Report Produced: 14:18:38
Page: 1

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
2500752	SEAN DEER ENTERPRISES LTD.	2016/01/19
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE
Registered Office Address	Date Amalgamated	Amalgamation Ind.
207484 HIGHWAY 26	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
THORNBURY	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		
CANADA N0H 2P0		Letter Date
		NOT APPLICABLE
Mailing Address	Revival Date	Continuation Date
207484 HWY 26	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
THORNBURY	NOT APPLICABLE	NOT APPLICABLE
ONTARIO		
CANADA N0H 2P0		
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Number of Directors	Date Commenced
	Minimum	in Ontario
	Maximum	Date Ceased
	00001	in Ontario
	00010	NOT APPLICABLE
Activity Classification		NOT APPLICABLE
NOT AVAILABLE		

Request ID: 022067428
Transaction ID: 69171239
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2018/08/30
Time Report Produced: 14:18:38
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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2500752

Corporation Name

SEAN DEER ENTERPRISES LTD.

Corporate Name History

SEAN DEER ENTERPRISES LTD.

Effective Date

2016/01/19

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

JENNIFER
M.
ANDERSON

Address

151 ALFRED STREET

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2016/01/19

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 022067428
Transaction ID: 69171239
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2500752

Corporation Name

SEAN DEER ENTERPRISES LTD.

**Administrator:
Name (Individual / Corporation)**

JENNIFER
M.
ANDERSON

Address

151 ALFRED STREET

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2016/01/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

JENNIFER
M.
ANDERSON

Address

151 ALFRED STREET

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2016/01/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

Request ID: 022067428
Transaction ID: 69171239
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

2500752

Corporation Name

SEAN DEER ENTERPRISES LTD.

**Administrator:
Name (Individual / Corporation)**

SEAN
T.
KELLY

Address

151 ALFRED STREET

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2016/01/19

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

SEAN
T.
KELLY

Address

151 ALFRED STREET

THORNBURY
ONTARIO
CANADA N0H 2P0

Date Began

2016/01/19

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

Y

Request ID: 022067428
Transaction ID: 69171239
Category ID: (C)CC/E

Province of Ontario
Ministry of Government Services

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Director
Ministry of Government Services
Toronto, Ontario

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

2500752

SEAN DEER ENTERPRISES LTD.

Last Document Recorded

Act/Code Description

Form

Date

CIA CHANGE NOTICE

1

2018/04/10 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this certified report in electronic form is authorized by the Ministry of Government Services.

APPENDIX C

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

**IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended**

B E T W E E N:

LAURENTIAN BANK OF CANADA

Applicant

- and -

**RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD.,
BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.**

Respondents

**AFFIDAVIT OF CHRISTOPHER CORCORAN
(Sworn September 9, 2019)**

I, **Christopher Corcoran**, of the City of Montreal, in the Province of Québec, MAKE
OATH AND SAY AS FOLLOWS:

1. I am a Manager, Special Loans, at Laurentian Bank of Canada (the “**Bank**”) and, as such, I have knowledge of the matters to which I depose herein and attest to the fact that they are true. Unless I indicate to the contrary, the facts herein are within my personal knowledge. Where I have indicated that I have obtained facts from other sources, I have identified the sources and believe those facts to be true.
2. This affidavit is sworn in support of an application by the Bank 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 appointing RSM Canada Limited (“**RSM**”) as receiver and manager (in such capacities, the “**Receiver**”), without security, of:

- (a) all of the assets, undertakings and properties of Black Angus Beef (2005) Ltd. (“**Black Angus Beef**”), Black Angus Fine Meats & Game Inc. (“**Black Angus Meats**”) and together with Black Angus Beef, the “**Black Angus Companies**”) and RSV Investments Inc. (“**RSV**”) including all proceeds thereof; and
- (b) the real property registered in the name of Sean Deer Enterprises Ltd. (“**SD Enterprises**”) known as the MacTier Property (defined below) including all proceeds thereof.

3. The Black Angus Companies and RSV are collectively referred to herein as the “**Debtors**”.

Background

RSV Investments Inc.

4. According to the records maintained by Corporations Canada, RSV was incorporated under the *Canada Business Corporations Act* (the “**CBCA**”) on February 8, 2008. The registered office of RSV is at 207484 Highway 26, Thornbury, Ontario (the “**Thornbury Property**”). The Corporation Profile Report for RSV lists Sean Kelly (“**Kelly**”) as the sole Director of the company. A copy of RSV’s Corporation Profile Report is attached as **Exhibit “A”**.
5. Pursuant to an Offer of Financing dated December 10, 2013 between the Bank and RSV, as amended from time to time (as amended, the “**RSV Offer of Financing**”), the Bank made available to RSV two term loans in the principal amounts of \$1,163,000 and

\$175,000, respectively (collectively, the “**RSV Credit Facilities**”). A copy of the RSV Offer of Financing is attached as **Exhibit “B”**.

6. RSV is the sole registered owner of the Thornbury Property, more specifically described as: PIN37129-0199 (LT): PART OF LOT 36, CONCESSION 11 COLLINGWOOD DESIGNATED AS PARTS 1, 2, 3 & 4, 16R-3221; PART OF ROAD ALLOWANCE BETWEEN LOTS 36 & 37, COLLINGWOOD CLOSED BY R102245 DESIGNATED AS PARTS 5, 6 & 7, 16R-3221; SAVE & EXCEPT PARTS 1 & 2, 16R-11180; TOWN OF THE BLUE MOUNTAINS. A copy of the current sub-search in respect of the Thornbury Property is attached as **Exhibit “C”**.
7. The Bank understands that the primary asset of RSV is the Thornbury Property which it leases to one or both of the Black Angus Companies who operate from the premises. The Bank and the Consultant (defined below) have repeatedly requested particulars in respect of the leasing agreement governing the Thornbury Property, which requests have not been fulfilled by the Debtors.
8. RSV also maintains a bank account with the Bank (the “**RSV Account**”) into which payments under the RSV Credit Facilities are automatically debited. Because sufficient funds have not been deposited into the RSV Account by the Debtors, significant unauthorized overdrafts have resulted in the RSV Account. RSV failed to make the last 3 scheduled payments under the RSV Credit Facilities.
9. As of September 9, 2019, the principal amount outstanding under the RSV Credit Facilities, including the unauthorized overdrafts in the RSV Account, was the aggregate amount of

\$1,218,860.36, together with interest and costs (including, without limitation, legal fees and disbursements).

10. As security for its obligations to the Bank, RSV granted security to the Bank over all of its personal property pursuant to a General Security Agreement dated November 4, 2009 (the “**RSV GSA**”), a copy of which is attached as **Exhibit “D”**. It is a term of the RSV GSA that the Bank may appoint a receiver upon default by RSV of any of its obligations to the Bank.
11. The Bank made a registration against RSV pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) on October 29, 2009 against all classes of collateral, except “consumer goods” (the “**RSV Registration**”). Attached as **Exhibit “E”** is a copy of a certified PPSA Enquiry Response Certificate from the Ontario Ministry of Government Services (the “**Ministry**”) current as of August 14, 2019 in respect of RSV. There are no PPSA registrations against RSV in favour of any other party.
12. RSV also granted to the Bank a first-ranking charge in the principal amount of \$2,085,000 (the “**RSV Charge**”) over the Thornbury Property. The RSV Charge, initially in the principal amount of \$1,800,000, was registered on title to the Thornbury Property on April 11, 2013, and was subsequently amended and increased to \$2,085,000 by Mortgage Amending Agreement dated October 10, 2017, registered on the same date on title to the Thornbury Property under Notice instrument. Copies of the RSV Charge instruments registered on title to the Thornbury Property are attached as **Exhibit “F”**.

The Black Angus Companies, as Guarantors

13. According to the records maintained by the Ministry, Black Angus Beef was incorporated under the Ontario *Business Corporations Act* (the “**OBCA**”) on May 25, 2005. The registered office of Black Angus Beef is at 360 Revus Avenue, Unit 10, Mississauga, Ontario (the “**Mississauga Location**”). It is the Bank’s understanding that the Mississauga Location is owned by a third party. The Corporation Profile Report lists Kelly as the sole Director and Officer of Black Angus Beef. A copy of Black Angus Beef’s Corporation Profile Report is attached as **Exhibit “G”**.

14. According to the records maintained by Corporations Canada, Black Angus Meats was incorporated under the CBCA on February 5, 2008. The registered office of Black Angus Meats is at 207484 Highway 26, Thornbury, Ontario (the “**Thornbury Property**”). The Corporation Profile Report for Black Angus Meats lists Kelly as the sole Director of the company. A copy of Black Angus Meats’ Corporation Profile Report is attached as **Exhibit “H”**.

15. The Black Angus Companies operate from three “Black Angus” outlets located at the Thornbury Property, the Mississauga Location and the MacTier Property. As described in greater detail herein, the Bank has registered charges on title to each of the Thornbury Property and the MacTier Property. The Bank was formerly a direct lender to the Black Angus Companies.

16. Black Angus Meats has guaranteed the indebtedness and obligations of Black Angus Beef and RSV to the Bank pursuant to a written guarantee dated November 4, 2009 limited to the principal amount of \$500,000, together with interest accruing from the date of demand.

17. Black Angus Beef has guaranteed the indebtedness and obligations of Black Angus Meats and RSV to the Bank pursuant to a written guarantee dated November 4, 2009 limited to the principal amount of \$500,000, together with interest accruing from the date of demand.
18. As security for their obligations to the Bank, each of the Black Angus Companies granted to the Bank security over all of their personal property pursuant to separate General Security Agreements each dated November 4, 2009 (together, the “**Black Angus GSAs**”), copies of which are attached as **Exhibit “I”**. It is a term of each of the Black Angus GSAs that the Bank may appoint a receiver upon default by either of the Black Angus Companies in any of their obligations to the Bank.
19. The Bank made registrations pursuant to the PPSA against each of Black Angus Beef and Black Angus Meats, both on October 29, 2009, in each case against all classes of collateral, except “consumer goods”. Attached as **Exhibit “J”** are copies of certified PPSA Enquiry Response Certificates from the Ministry current as of August 14, 2019 in respect of each of Black Angus Beef and Black Angus Meats.
20. There are no PPSA registrations against Black Angus Beef prior in time to the Bank’s registration. There is only one other PPSA registration against Black Angus Beef, subsequent in time to the Bank’s registration, made in favour of Mercedes-Benz Financial over collateral categories “equipment” and “other”.
21. There are no PPSA registrations against Black Angus Meats prior in time to the Bank’s registration. There are several other PPSA registrations subsequent in time to the Bank’s registration, all of which relate to equipment collateral.

Sean Deer Enterprises Ltd., as Guarantor

22. According to the records maintained by the Ministry, SD Enterprises was incorporated under the OBCA on January 19, 2016. The registered office of SD Enterprises is at the Thornbury Property. SD Enterprises' Corporation Profile Report lists Kelly as Director and Jennifer M. Anderson ("**Anderson**") as Director and Officer of the company. A copy of SD Enterprises' Corporation Profile Report is attached as **Exhibit "K"**.

23. SD Enterprises is the registered owner of the real property municipally known as 21 High Street, MacTier, Ontario more specifically described as: PIN48006-0247 (LT): PCL 13891 SEC MUSKOKA; PT LT 2 CON 5 FREEMAN AS IN LT139263, LT130267; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA (the "**MacTier Property**"). SD Enterprises leases the MacTier Property to one or both of the Black Angus Companies who operate from the premises. A copy of the sub-search in respect of the MacTier Property is attached as **Exhibit "L"**.

24. SD Enterprises has guaranteed the indebtedness and obligations of each of the Debtors to the Bank, on a joint and several basis, pursuant to a written guarantee dated November 13, 2018 limited to the principal amount of \$600,000, together with interest accruing from the date of demand (the "**SD Guarantee**"). A copy of the SD Guarantee is attached as **Exhibit "M"**.

25. In support of the SD Guarantee, SD Enterprises has granted to the Bank a charge in the principal amount of \$600,000 (the "**SD Charge**") registered on title to the MacTier Property on November 14, 2018. It is a term of the SD Charge that the Bank may appoint

a receiver over the MacTier Property upon default by SD Enterprises of any of its obligations to the Bank. A copy of the SD Charge is attached as **Exhibit “N”**.

26. The SD Charge ranks second in priority to a charge in the principal amount of \$275,000 registered on title to the MacTier Property in favour of Front Desk Ltd. on March 24, 2016.

Additional Corporate Guarantors

27. In addition to SD Enterprises, several other companies (collectively, the “**Additional Corporate Guarantors**”), all of which are directly or indirectly controlled by Kelly, provided guarantees to the Bank, as follows:

- (a) Blue Mountain Fine Foods Corp. (“**Blue Mountain**”) has guaranteed the indebtedness and obligations of each of the Debtors to the Bank, on a joint and several basis, pursuant to a written guarantee dated August 31, 2018, limited to the principal amount of \$750,000 together with interest accruing from the date of demand (the “**Blue Mountain Guarantee**”)
- (b) Tara Food Products Limited (“**Tara Foods**”) has guaranteed the indebtedness and obligations of each of the Debtors to the Bank, on a joint and several basis, pursuant to a written guarantee dated November 13, 2018, limited to the principal amount of \$600,000, together with interest accruing from the date of demand (the “**Tara Foods Guarantee**”); and
- (c) 2506699 Ontario Ltd. (“**2506699**”) has guaranteed the indebtedness and obligations of each of the Debtors to the Bank, on a joint and several basis, pursuant to a written guarantee dated November 13, 2018, limited to the principal amount of \$600,000

together with interest accruing from the date of demand (the “**2506699 Guarantee**”).

28. Copies of the Blue Mountain Guarantee, the Tara Foods Guarantee, and the 2506699 Guarantee are attached as **Exhibit “O”**.
29. 2506699 is the registered owner of the property municipally known as 1151 Highway 141, Parry Sound, Ontario (the “**Parry Sound Property**”). In support of the 2506699 Guarantee, 2506699 granted to the Bank a charge in the principal amount of \$600,000 registered on title to the Parry Sound Property.
30. Tara Foods is the registered owner of the property municipally known as 1346 Lake Joseph Road, Seguin, Ontario (the “**Seguin Property**”). In support of the Tara Foods Guarantee, Tara Foods granted to the Bank a charge in the principal amount of \$600,000 registered on title to the Seguin Property.
31. The Bank does not hold any security from Blue Mountain.

Personal Guarantors

32. Kelly delivered to the Bank the following personal guarantees of the Debtors’ indebtedness and obligations to the Bank (collectively, the “**Kelly Guarantees**”):
 - (a) a written unlimited guarantee dated April 4, 2013 of the indebtedness and obligations of RSV to the Bank; and
 - (b) a written unlimited guarantee dated August 2, 2017 of the indebtedness and obligations of the Black Angus Companies, on a joint and several basis, to the Bank.
33. Copies of the Kelly Guarantees are attached as **Exhibit “P”**.

34. Anderson, Kelly's spouse, delivered to the Bank the following personal guarantees of the Debtors' indebtedness and obligations to the Bank (collectively, the "**Anderson Guarantees**"):
- (a) a written unlimited guarantee dated August 28, 2017 of the indebtedness and obligations of RSV to the Bank; and
 - (b) a written unlimited guarantee dated August 31, 2018 of the indebtedness and obligations of the Black Angus Companies, on a joint and several basis, to the Bank.
35. Copies of the Anderson Guarantees are attached as **Exhibit "Q"**.
36. Kelly, Anderson, the Black Angus Companies, the Additional Corporate Guarantors and SD Enterprises are collectively referred to herein as the "**Guarantors**".

Initial Demand Letters and Forbearance Agreement

37. In August of 2018, as a result of certain defaults committed by the Debtors, including but not limited to outstanding reporting obligations, the Debtors and the Bank discussed entering into a forbearance agreement that would include, as a condition thereto, the appointment of RSM as the Bank's consultant (the "**Consultant**") to perform a review of the Debtors' operations. The Bank presented a forbearance agreement to the Debtors on August 17, 2018, a condition of which was the appointment of the Consultant, and included a sign-back date of August 24, 2018.
38. On August 28, 2018, as a result of the forbearance agreement not having been signed by the Debtors by the sign-back date, the Bank demanded repayment of the Debtors' indebtedness to the Bank.

39. On August 31, 2018, the Bank and the Debtors entered into a forbearance agreement dated as of the same date (as amended from time to time, the “**Forbearance Agreement**”), whereby the Debtors agreed to fully and permanently repay their obligations to the Bank on or before November 30, 2018. RSM was appointed as the Consultant in conjunction with the Forbearance Agreement, a copy of which is attached as **Exhibit “R”**.
40. The Forbearance Agreement contained certain milestones for satisfying outstanding reporting obligations and for the delivery of commitment letters and similar documents evidencing a refinancing transaction.

Repeated Accommodations and Extensions to Forbearance Agreement

41. The Debtors defaulted under the terms of the Forbearance Agreement. Defaults included, but were not limited to, failing to co-operate fully with the Consultant, failing to provide the outstanding information, and causing repeated unauthorized overdrafts in their accounts with the Bank. The Bank chronicled all such defaults in a comprehensive letter to the Debtors dated October 4, 2018 (the “**October 2018 Letter**”), citing its concerns and requiring the Debtors to co-operate with the Bank and the Consultant. A copy of the October 2018 Letter is attached as **Exhibit “S”**.
42. At the Debtors’ request, the Bank has repeatedly amended the Forbearance Agreement in order to extend the repayment deadline under the Forbearance Agreement first to December 31, 2018, subsequently to February 28, 2019, and finally to April 30, 2019. Each such extension was expressly granted by the Bank pursuant to assurances by the Debtors that their indebtedness to the Bank would be fully repaid prior to the specified deadlines.

43. Since April 30, 2019, there has been no forbearance in place. On May 15, 2019, the Bank again chronicled the numerous continuing defaults by the Debtors in a detailed letter addressed to the Debtors' counsel (the "**May 2019 Letter**"), and required immediate repayment in full of the Debtors' indebtedness to the Bank. A copy of the May 2019 Letter is attached as **Exhibit "T"**.
44. During the term of the Forbearance Agreement, the Debtors delivered to the Bank several letters of interest from alternate financiers in respect of a refinancing transaction with the potential to repay the Debtors' indebtedness to the Bank in full. However, no such letters of interest materialized into a signed, binding commitment letter.

Refreshed Demands; Enforcement of Security

45. On June 21, 2019, the Bank re-issued demands to the Debtors and the Guarantors (collectively, the **Refreshed Demand Letters**"), requiring repayment in full of the Debtors' indebtedness to the Bank, and concurrently delivered Notices of Intention to Enforce Security pursuant to Section 244 of the BIA (collectively, the "**Refreshed BIA Notices**"). Copies of the Refreshed Demand Letters and the Refreshed BIA Notices are attached as **Exhibit "U"**.
46. Upon expiry of the notice period under the Refreshed BIA Notices, on July 8, 2019, the Bank initiated power of sale proceedings against the MacTier Property, the Parry Sound Property and the Seguin Property by issuing Notices of Sale Under Mortgage (collectively, the "**Power of Sale Notices**") to each of SD Enterprises, 2506699 and Tara Foods. The deadline for repayment under the Power of Sale Notices expired on August 14, 2019. Copies of the Power of Sale Notices are attached as **Exhibit "V"**.

47. The Refreshed Demand Letters, Refreshed BIA Notices and Power of Sale Notices all failed to prompt any response on the Debtors' part.
48. Since the date of the Refreshed Demand Letters, the Debtors have made minimal deposits into their accounts with the Bank, leading the Bank to suspect that the Debtors are depositing their accounts receivable, which are subject to the Bank's security, or at least a portion thereof, with another financial institution. At the same time, the Black Angus Companies have ceased making lease payments in respect of the Thornbury Property from their accounts with the Bank, thus leading the Bank to believe that the Debtors have either started making deposits with other financial institutions, or have ceased operating. Moreover, RSV has also failed to make its regularly scheduled Bank payments for the months of July, August and September.
49. The notice periods under the Refreshed BIA Notices and the Power of Sale Notices have expired and the Bank is in a position to enforce all of its rights and remedies against the Debtors and the Guarantors, including the right to seek the appointment of a receiver.
50. Pursuant to the terms of the Forbearance Agreement, the Debtors irrevocably consented to the appointment of a receiver, receiver and manager, or an agent of the Bank's choosing over the Debtors' assets, property and undertakings.
51. It is a term of the MacTier Charge that the Bank may appoint a receiver over the MacTier Property upon default by SD Enterprises, which default has occurred.

52. The Bank seeks the appointment of the Receiver over the Debtors and the MacTier Property for the purpose of protecting and ultimately realizing on the assets of the Debtors and the MacTier Property for the benefit of the Debtors' creditors.

The Debtors' Response to the Bank's Intention to Appoint a Receiver

53. Between September 4, 2019 and September 5, 2019, the Bank informed the Debtors of its concerns about alternate banking arrangements and the Bank's intention to appoint a receiver.
54. Once again, the Debtors furnished an unsigned commitment letter that could repay the Debtors' indebtedness to the Bank in full if such refinancing was to be completed. Notwithstanding that the commitment letter is dated July 11, 2019, it was only provided to the Bank on September 5, 2019, and it was not signed by the Debtors.
55. The Debtors have requested additional time to complete this particular refinancing transaction but the Bank is concerned that, like other proposed refinancing transactions presented by the Debtors to the Bank since the fall of 2018, this refinancing transaction will also not be completed.

Recent Charges Registered Against Properties without Notice to the Bank

56. The Bank has recently learned that RSV, SD Enterprises, 2506699 and Tara Foods have collectively granted a charge in the amount of \$250,000 in favour of Miltom Services Limited c/o Miller Thomson LLP, in trust ("the **MT Charge**") registered on title to the Thornbury Property, the MacTier Property, the Parry Sound Property and the Seguin Property on August 22, 2019. Copies of the charge instruments registered in favour of

Miltom Services Limited in respect of the Thornbury Property and the MacTier Property are attached as **Exhibit “W”**.

57. The MT Charge was granted and registered without any notice to the Bank, the Bank’s counsel or the Consultant. It is another, and the most recent, example of the Debtors and Guarantors acting unilaterally rather than in cooperation with the Bank and the Consultant.
58. It is the Bank’s view that the MT Charge constitutes a material adverse change which has the effect of diminishing any equity available to existing creditors and significantly hindering the possibility of any refinancing transaction.

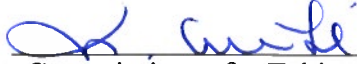
Need for a Receiver

59. The Bank’s need for the appointment of a receiver is apparent based on the current circumstances as set out herein and is necessary to preserve, protect and ultimately realize on the collateral for the benefit of the Debtors’ creditors.
60. The inventory collateral of the Black Angus Companies consists of meat and ancillary food products which are perishable or likely to depreciate rapidly in value (the “**Perishable Collateral**”). Accordingly, the Bank requires that the Receiver have the power to dispose, sell or otherwise transfer any such Perishable Collateral at its discretion without further court order.
61. The appointment of a receiver is necessary and appropriate as a result of the following:
 - (a) the Debtors have routinely failed to adhere to their reporting requirements in strict accordance with the RSV Offer of Financing;

- (b) RSV has failed to make regular payments on the RSV Credit Facilities when due, and has caused unauthorized overdrafts to arise under the RSV Account;
 - (c) the Debtors have failed to cooperate fully with the Consultant, including granting significant mortgages upon property charged in favour of the Bank without notice to the Bank;
 - (d) the Debtors have been unable to refinance their indebtedness to the Bank;
 - (e) the Black Angus Companies appear to be diverting their accounts receivable to another financial institution;
 - (f) the notice periods under the Refreshed BIA Notices have expired;
 - (g) SD Enterprises, as guarantor, has breached the terms of the MacTier Charge;
 - (h) the need to preserve, protect and ultimately realize on the collateral subject to the Bank's security; and
 - (i) it is just and convenient to appoint a receiver.
62. The proposed Order appointing the Receiver permits the Receiver to borrow funds from the Bank for the purpose of financing the receivership proceeding. If necessary, these borrowings will be secured by Receiver's certificates to be issued by the Receiver or by the security held by the Bank upon the Debtors' assets.
63. RSM has consented to act as receiver. A copy of RSM's Consent is attached hereto as **Exhibit "X"**.

64. I swear this affidavit in support of an application by the Bank for the appointment of the Receiver on the terms set out in the draft Order contained in the Application Record, and for no other or improper purpose.

SWORN before me at the City of
Montreal, in the Province of Québec, this
9th day of September, 2019.



Commissioner for Taking Affidavits, etc.



CHRISTOPHER CORCORAN



APPENDIX D



Court File No. CV-19-626953-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c. C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

THE HONOURABLE **MADAM**
JUSTICE **DIETRICH**

)
)
)

WEDNESDAY, THE 20th
DAY OF NOVEMBER, 2019

BETWEEN:

(Court Seal)

LAURENTIAN BANK OF CANADA

Applicant

and

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005)
LTD., BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER
ENTERPRISES LTD.

Respondents

ORDER

THIS MOTION, made by Scarfone Hawkins LLP, lawyers for the Respondents, for an Order removing Scarfone Hawkins LLP as lawyers of record, was heard this day at the court house, 330 University Avenue, 9th Floor, Toronto, Ontario, M5G 1R7.

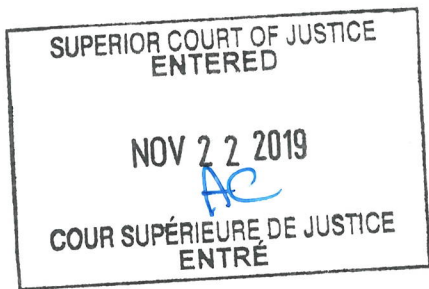
Kaush Parmeswaran *KP*

ON READING the Affidavit of ~~Zachary Pringle~~ and on hearing the submissions of the lawyer(s) for Scarfone Hawkins LLP, no one appearing for the Applicant and Respondents, although properly served,

1. **THIS COURT ORDERS** that Scarfone Hawkins LLP be removed as lawyers of record for the Respondents, RSV Investments Inc., Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc. and Sean Deer Enterprises Ltd.

2. **THIS COURT ORDERS** that a copy of this Order shall be sent by regular mail to the Respondents at the following last known address:

RSV Investments Inc.
Black Angus Freezer Beef (2005) Ltd.
Black Angus Fine Meats & Game Inc.
Sean Deer Enterprises Ltd.
c/o 397387 11th Line Bx 497
Thornbury, Ontario
N0H 2P0




(Signature of Judge)

RCP-E 59A (July 1, 2007)

Note: Rule 15.04(6): A client that is a corporation shall, within 30 days after being served with the order removing the lawyer from the record,

- (a) appoint a new lawyer of record by serving a notice under subrule 15.03(2); or
- (b) obtain and serve an order under subrule 15.01(2) granting it leave to be represented by a person other than a lawyer.

Rule 15.04(7): If the corporation fails to comply with subrule (6),

- (a) the court may dismiss its proceeding or strike out its defence; and
- (b) in an appeal,
 - (i) a judge of the appellate court may, on motion, dismiss the corporation's appeal, or
 - (ii) the court hearing the appeal may deny it the right to be heard.

LAURENTIAN BANK OF CANADA
Applicant

-and- **RSV INVESTMENTS INC. et al.**
Respondents

Court File No. CV-19-626953-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT TORONTO

ORDER

SCARFONE HAWKINS LLP

One James Street South
14th Floor
P. O. Box 926, Depot 1
Hamilton, Ontario
L8N 3P9

Kaushik Parameswaran (LSO # 63186Q)
kaush@shlaw.ca
Tel: 905-523-1333
Fax: 905-523-5878

Lawyers for the respondents, RSV Investments Inc.,
Black Angus Freezer Beef (2005) Ltd., Black Angus
Fine Meats & Game Inc. and Sean Deer Enterprises
Ltd.

APPENDIX E

VIA EMAIL AND REGISTERED MAIL

November 19, 2019

524614 Ontario Ltd.
d/b/a SOS Storage On Site
2 McCauley Street
Thornbury, ON
N0H 2P0

Attention: Gary Bochna (Director)

Dear Mr. Bochna:

**Re: Receivership Proceedings in Respect of Black Angus Fine Meats & Game Inc. et al.
(the “Respondents”)**

We are counsel to RSM Canada Limited in its capacity as Court-appointed receiver and manager of the Respondents (in such capacity, the “**Receiver**”). The Receiver was appointed pursuant to the Order of the Ontario Superior Court of Justice dated September 18, 2019 (the “**Court Order**”), a copy of which is enclosed.

We understand that on or about October 25, 2019, after the Receiver’s appointment and without any prior consultation with the Receiver, a certain storage container (the “**Missing Container**”) and all of its contents were removed from the Respondents’ property situated at 21 High St., MacTier, Ontario. A Laredo-brand camper trailer (the “**Missing Trailer**”) was also removed contemporaneously from the Respondents’ property. The Missing Container and its contents and the Missing Trailer all constituted property of the Respondents and were subject to the Court Order.

The Missing Container and Missing Trailer were reported as stolen by the Receiver to the Ontario Provincial Police on October 27, 2019, bearing police report number # OP19477764.

We further understand that on October 28, 2019, you verbally confirmed to Colleen Delaney, as representative for the Receiver, that SOS Storage On Site (“**SOS**”) had taken the Missing Container and all of its contents from the Respondents’ premises on October 25, 2019, in clear contravention of the Court Order.

Pursuant to paragraph 4 of the Court Order, any person in possession or control of any of the Respondents' assets or property is ordered to advise the Receiver of the existence of such property and deliver all such property to the Receiver upon the Receiver's request.

The Receiver hereby requests that any and all property of the Respondents in SOS' possession or control, including the Missing Container and any and all property that it may have contained at the time of its removal by SOS, be immediately returned to the Receiver. Please contact Arif Dhanani, cc'd, as representative to the Receiver, to arrange for the transfer of all such property.

Further, if you are aware of the location or status of the Missing Trailer, please immediately apprise Arif Dhanani of same.

If the Receiver does not hear from you in respect of this letter by 5:00pm on Friday, November 22, 2019, then the Receiver will assume no answer is forthcoming. In the event that you fail to abide by your obligations in accordance with the Court Order, the Receiver shall take such legal action as it deems necessary as a result of any breach of the terms of the Court Order and shall hold you responsible for any damages and related legal costs.

Yours very truly,

Thornton Grout Finnigan LLP



Puya Fesharaki

cc: Arif Dhanani, RSM Canada Limited

APPENDIX F

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Monday, October 21, 2019 3:49 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel; Kaush Parameswaran
Subject: Re: Emails

Please note

Because RSM was late changing insurance, which was incorrectly reported to myself and my lawyer at the time, cooperaters are saying they need to talk to me about claim.

Since I don't know what claim is that will be hard.

However as previously mentioned there was a bronze statue in front of store that is now gone.

Thus was a personal asset valued up to \$20000

For the file

Ps it weights approx 300 lbs and if the gates had been secure very hard to remove from properly as witnessed by the fact it was in front for 3 years

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
Subject: Emails

Mr. Kelly,

We confirm that the Receiver, in order to accommodate your request for the books and records of certain companies not in the scope of the receivership, attended yesterday at the Thornbury location. The Receiver diligently packed the books and records of those companies in 3 banker's boxes and had the boxes waiting for you upon your arrival at the Thornbury location. You then picked up those boxes and left within a 10 -15 minute period. The Receiver is continuing to make efforts to accommodate you by doing what is necessary to obtain the Quickbooks files for those companies and send them to you.

The Receiver is writing with respect to your emails of this morning, copies of which are attached hereto for the benefit of the Receiver's counsel who is copied hereon. The Receiver finds the tone of and accusations in your emails to be inappropriate.

As such, we have copied counsel to make it aware of your correspondence. If a response to your emails is warranted, counsel will reply to you on the Receiver's behalf. Should you wish to correspond with the Receiver in the future, the Receiver requests that you direct your correspondence to its counsel.

Yours truly,

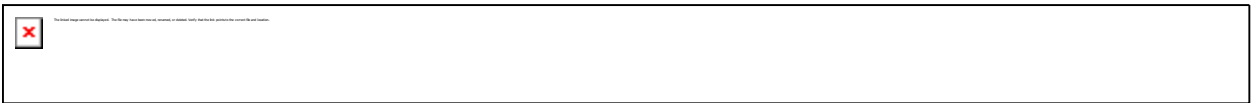
RSM CANADA LIMITED, in its capacity as Court-appointed Receiver of
Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005)
Ltd., RSV Investments Inc. and of the real property municipally known as
21 High Street, Mactier, ON and not in its personal or corporate capacity

Arif Dhanani

Vice President

RSM Canada Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
D: 647.725.0183 **F:** 416.480.2646 | **E:** arif.dhanani@rsmcanada.com | **W:** www.rsmcanada.com



Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Monday, October 21, 2019 3:52 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

Please note

Personal property

As told to my lawyers at the time it is impossible to make a list without attending property

These are the places I spent most of my time the last 14 years

I have one art piece in mactier for example that maybe values presently at up to 100000 dollars

For the file

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Date: 2019-10-18 9:49 a.m. (GMT-05:00)

To: seankelly939 <seankelly939@gmail.com>

Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>

Subject: Emails

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Yours truly,

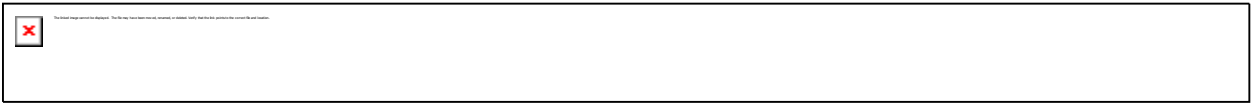
RSM CANADA LIMITED, in its capacity as Court-appointed Receiver of
Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005)
Ltd., RSV Investments Inc. and of the real property municipally known as
21 High Street, Mactier, ON and not in its personal or corporate capacity

Arif Dhanani

Vice President

RSM Canada Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
D: 647.725.0183 **F:** 416.480.2646 | **E:** arif.dhanani@rsmcanada.com | **W:** www.rsmcanada.com



Leanne Williams

From: seankelly939 <seankelly939@gmail.com>
Sent: October-23-19 9:24 AM
To: Puya Fesharaki; Dhanani, Arif; Kaush Parameswaran
Cc: Leanne Williams; Delaney, Colleen; Weisz, Daniel
Subject: RE: Emails [IWOV-Client.FID117056]

Thank you for your response.
Please note that you have made several false claims in this and I do now have this in writing.
I do realize that you are relying on RSM for much of this information.
One obvious one is the brass statue which will be easily proven.
For the file .

Sent from my Samsung Galaxy smartphone.

----- Original message -----

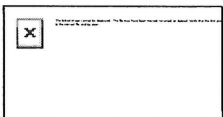
From: Puya Fesharaki <PFesharaki@tgf.ca>
Date: 2019-10-22 1:37 p.m. (GMT-05:00)
To: 'seankelly939' <seankelly939@gmail.com>, "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Cc: Leanne Williams <LWilliams@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
Subject: RE: Emails [IWOV-Client.FID117056]

Mr. Kelly,

Please find attached our response, on behalf of the Receiver, to your various emails sent between October 18, 2019 and October 22, 2019, together with referenced enclosures.

Kind regards,

Puya



Puya Fesharaki | Direct Line: +1 416 304 7979 | Thornton Grout Finnigan LLP | www.tgf.ca

PRIVILEGED & CONFIDENTIAL - This electronic transmission is subject to solicitor-client privilege and contains confidential information intended only for the recipient(s) named above. Any other distribution, copying or disclosure is strictly prohibited. If you have received this e-mail in error, please notify our office immediately and delete this e-mail without forwarding it or making a copy.

Leanne Williams

From: Sean Kelly <seankelly939@gmail.com>
Sent: November-29-19 1:10 PM
To: James Hardy; Leanne Williams; Puya Fesharaki
Subject: Re: In the Matter of Laurentian Bank of Canada v. Kelly, Anderson et. al. [IWOV-Client.FID117056]

I wish to make notes on this to file.

this was sent to us after you ensured we had no legal representation and your firm requested proof of such from my former counsel

we have no finances o obtain legal counsels as RSM has allowed business costs to be processed on our personal credit after the 18 th of sept

in addition this application to have us named as personal guarantor's is after the fact in that the personal assets were sold off Nov15 t

I am also making claim as stated numerous time I had artwork on site including bronze statues that could be appraised at over \$200000.00 such as the Remington which was numbered as were at least two others were including the stolen one from the plant .

we are also claiming to personal assets stored in the Laredo camper and the SOS bin.
including antiques

also some where in the mix is my fathers watches and my grandfathers pocket watch that was store in my office trailer and was never allowed to attend to make claim

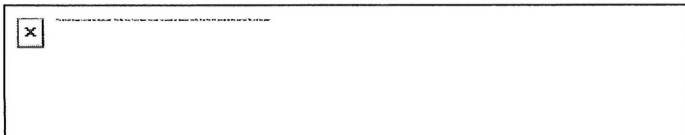
On Tue, Nov 26, 2019 at 10:19 AM James Hardy <JHardy@tgf.ca> wrote:

Dear Mr. Kelly, Ms. Anderson,

Please find attached correspondence of today's date, along with enclosure, in relation to the above matter.

Yours,

James Hardy



Leanne Williams

From: Sean Kelly <seankelly939@gmail.com>
Sent: November-13-19 9:53 AM
To: Puya Fesharaki; Leanne Williams
Subject: Trailers and containers

I drove by mactier yesterday

As per my previous email did you take the 5th wheel and if so we want our personal belongings.

Secondly the storage container is gone.

This also have my wife's paddle boards and some antique furniture.

We would like these items as well.

APPENDIX G



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: 416-304-0060
E: pfesharaki@tgf.ca
File No. 1082-044

VIA EMAIL

October 22, 2019

Sean Kelly
397387 11th line
Thornbury, ON
N0H 2P0

Dear Mr. Kelly:

**Re: Receivership Proceedings in Respect of Black Angus Fine Meats & Game Inc. et al.
(the “Respondents”)**

As you are aware, we are counsel to RSM Canada Limited in its capacity as Court-appointed receiver and manager of the Respondents (in such capacity, the “Receiver”). The Receiver was appointed pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated September 18, 2019 (the “Court Order”), a copy of which we enclose herewith.

The Receiver has requested that we respond to your emails between the period October 18, 2019 to October 22, 2019. Please direct all future correspondence to us directly.

In respect of the issues you raise, we advise as follows:

1. In respect of the Volvo vehicle which you own personally and which is not subject to the Court Order, the Receiver has confirmed that it has paid the premiums in respect of October and November, 2019. You should be able to switch insurers in respect of your personal Volvo vehicle at this time. The Receiver has no obligation to make any future insurance premium payments on your behalf and requires that you contact the insurer in order to obtain your own insurance policy over this vehicle immediately.
2. In respect of the delivery by Malabar (a supplier) that was purportedly accepted by the Receiver after it took possession of the Thornbury location and charged to your personal credit card, the Receiver advises that (a) the Malabar shipment was actually received by the Respondents prior in time to the Receiver taking possession of the Thornbury property, and (b) that the credit card the Malabar order was charged to was primarily used for business purposes and was routinely paid down by the Respondents. As such, the Malabar product is subject to the Court Order and will be treated by the Receiver in the ordinary course in accordance with its Court-ordered mandate.

3. In respect of a certain bronze statue weighing 300 pounds that was purportedly located in front of the building at the Thornbury Property and is missing, the Receiver advises that no such statue was located at the premises upon its taking control of the Thornbury Property. The Receiver's agents took photographs of the exterior of Thornbury property, and such photographs do not show a bronze statue. The Receiver has been advised that a certain statue was shipped, upon your direction, to the MacTier property approximately one month prior to the Court Order. The Receiver's agents also took photographs of the exterior of the MacTier property upon taking control of same, and such photographs do not show a bronze statue either.
4. In respect of your request to be provided with the phase 1 environmental assessment report in respect of the Thornbury property, we have enclosed a copy of the report the Receiver was able to find in the books and records of the Respondents.
5. In respect of certain other art that constitutes your personal property, including a piece situated at the MacTier property that purportedly is valued at up to \$100,000, you are welcome to make a claim for ownership to the Receiver in respect of any such property. Please provide a description of the art that constitutes your personal property and provide proof of ownership of same.
6. The former employees of the Respondents are being dealt with in accordance with the terms of the Court Order and the *Wage Earner Protection Program Act*.
7. In respect of your statement about paddleboards located at the various properties of the Respondents, the Receiver has taken possession of a number of paddleboards located at various locations which are subject to Court Order and will be treated by the Receiver in the ordinary course in accordance with its Court-ordered mandate.
8. As you are aware, the books and records were not up-to-date when the Receiver took possession. The Receiver has been working towards compiling the records required to complete its Court-ordered mandate.
9. Your emails mention that you attended at the Thornbury property without the Receiver's knowledge or consent on more than one occasion. The Receiver has been advised by the tenants at the MacTier property that you have attended at that site and attempted to collect rent and utility payments from the tenants after the date the Receiver was appointed in contravention of the Court Order. We refer you to paragraph 11 of the Court Order which prohibits any person from interfering with the Receiver or any property subject to the Court Order (the "**Property**") without the Receiver or the Court's written consent. Accordingly, you are required to obtain such prior written consent before any further attendance at the Thornbury, MacTier or Mississauga properties. Any interference with the Property is a violation of the Court Order. Further, if you have collected any rent or other payments

relating to the MacTier property, you are obligated to immediately turn over same to the Receiver or risk violating the Court Order.

10. The Receiver is under no obligation to forward mail addressed to any party other than the Respondents. Any such mail should have been redirected by you upon the appointment of the Receiver on September 18, 2019. The Receiver has received certain mail in respect of Sean Deer Enterprises Ltd. and is willing to make a one-time (only) forward of such received mail. Please set out a forwarding mail address. For all other mail, you remain responsible for making arrangements for redirection.
11. As you are aware, certain items have been stolen from the Thornbury property which have been reported to the police and to the insurer. This includes the commercial smoker you note as missing. If you have any information about the whereabouts of these stolen items, we ask that you please advise the Receiver of same immediately.
12. Contrary to your email, we advised your former counsel on September 24, 2019 that the Canadian Food Inspection Agency had cancelled the license for Black Angus Fine Meats & Game Inc. The Receiver did not cancel the license.
13. In respect of your reference to Ms. Millar providing information to other interested parties, we confirm that any interested party is welcome to participate in the sales process and to any information provided in connection therewith, subject to having first entered into a Non-Disclosure Agreement with the Receiver.
14. In respect of your claim that Artisan Farms, as the meat selling agent for the Receiver, only intends to recover its debts as a supplier to the Respondents rather than maximizing the total recovery relating thereto, the Receiver wishes to confirm to you that it is working closely with Artisan Farms to ensure that the total recovery is maximized.
15. In respect of your email forwarding communication from Ms. Yamamoto of McGovern Hurley LLP dated October 2, 2019 stating that her firm was not provided with all of the QuickBooks accounting information they had requested from the Receiver, the Receiver advises that it had sent all information that it was available to it at such time to the law firm of Scarfone Hawkins LLP to forward onto McGovern Hurley LLP. Since that time, the Receiver has retained IT professionals to assist with accessing the Respondents' books and records and is prepared to share with you copies of the Quickbooks files for RSV, Freezer Beef and Fine Meats as at September 18, 2019. You will receive a separate email from the Receiver directing you to a website from which you can download such files.
16. In respect of your email asking how the Receiver could have been appointed over the MacTier property without having been appointed over Sean Deer Enterprises Ltd., this specific relief was requested of the Court and justified in the motion materials. The Court granted such relief, as demonstrated in the Court Order.



Thornton Grout Finnigan LLP

4.

We again ask for your cooperation with the Receiver in the fulfillment of its Court-ordered mandate.

Yours very truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'Puya Fesharaki'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Puya Fesharaki

cc: Arif Dhanani, RSM Canada Limited

VIA EMAIL

November 7, 2019

Sean Kelly
397387 11th line
Thornbury, ON
N0H 2P0

Dear Mr. Kelly:

**Re: Receivership Proceedings in Respect of Black Angus Fine Meats & Game Inc. et al.
(the “Respondents”)**

We refer to our letter dated October 22, 2019 (the “**October 22 Letter**”) and the cease and desist letter dated October 25, 2019 (the “**Cease and Desist Letter**”). Any capitalized terms not defined herein have the meanings given to them in the October 22 Letter.

You have previously asserted that certain assets in the possession of the Receiver are not the property of the Respondents. As advised in our October 22 Letter, we require proof of ownership with respect to any and all property that you claim to own in your personal capacity, or that you claim is owned by any entity controlled by you and is not subject to the Receivership, which is currently in the possession of the Receiver and therefore subject to Court Order.

To date, no such proof of ownership has been furnished. If the Receiver does not receive (i) a listing of any and all property that you claim an ownership interest in, together with (ii) proof of ownership of all such property by **5:00 pm EST on November 8, 2019** then the Receiver will treat all of the property currently in its possession as property of the Respondents in accordance with its Court-ordered mandate.

Separately, the Receiver has received additional mail addressed to you in respect of certain companies that are not subject to the Court Order. As we advised in our October 22 Letter, the Receiver is under no obligation to forward mail addressed to any party other than the Respondents and you are responsible for making arrangements for redirection. Nevertheless, the Receiver is prepared to make a one one-time (only) forward of such received mail if you provide a mailing address for such delivery. In the event that none is provided by **5:00 pm EST on November 8, 2019**, the mail will be returned to sender.

Further to our Cease and Desist Letter, the Receiver understands that signs bearing the “Black Angus” name and logo continue to be situated at the Craigleith property, where the Receiver understands you intend to conduct business under the “Black Angus” name. We again ask you to immediately cease and desist from the use of any trade-mark, trade-name, domain name or the like including the “Black Angus” name or logo, whether registered or not, and to remove any and all signs bearing the “Black Angus” name and logo from the property. In the event you fail to do so, the Receiver shall take such legal action as it deems necessary as a result of any breach of the terms of the Court Order and shall hold you responsible for any damages and related legal costs.

We ask for your cooperation with the Receiver in the fulfillment of its Court-ordered mandate.

Yours very truly,

Thornton Grout Finnigan LLP



Puya Fesharaki

cc: Arif Dhanani, RSM Canada Limited

VIA EMAIL

November 19, 2019

Sean Kelly
397387 11th line
Thornbury, ON
N0H 2P0

Dear Mr. Kelly:

**Re: Receivership Proceedings in Respect of Black Angus Fine Meats & Game Inc. et al.
(the “Respondents”)**

We refer to our letters dated October 22, 2019, October 25, 2019 and November 6, 2019. Any capitalized terms not defined herein have the meanings given to them in our November 6, 2109 letter.

We also refer to your emails sent between November 12-15, 2019, in response to our November 6, 2019 letter. We take this opportunity to address the points raised in your emails in the same order set out therein.

1. We note that you advised that you missed the deadline for providing particulars of certain assets including proof of ownership. In this respect, we confirm that we have been awaiting your response to such requests for particulars since our letter dated October 22, 2019. Specifically, the Receiver waited until November 10, 2019 to formally include certain miscellaneous property in its possession in the sales process in order to give ample time to any party to furnish proof of ownership of same. To date, you have not furnished any such proof of ownership, and the Receiver has included all such property as part of the sales process.
2. In respect of the forwarding of certain mail in the possession of the Receiver, we requested that you provide a forwarding mail address in our October 22, 2019 and November 6, 2019 letters. The Receiver is still awaiting such information from you, and is still willing to make a one-time forward of the mail in its possession if it receives an alternate address. As previously advised, you are responsible for ensuring that all future mail for parties not subject to the Receivership Order is redirected to you.
3. In respect of the Black Angus name and logo, we set out in our letters dated October 24, 2019 and November 6, 2019 the basis for the Receiver’s interests in same. Moreover, as

set out above, the Receiver is currently conducting a sales process in respect of the assets of the Respondents. We have been advised that your continued use of the Black Angus name and logo, or any derivations thereof, may damage the Receiver's ability to obtain maximum value for the Respondents' assets. As such, the Receiver will hold you liable for any damages or losses suffered as a result of the continued use of the Black Angus name and logo, or any derivations thereof. We hereby require that you immediately cease and desist from using the Black Angus name and logo. If you fail to do so, we may seek a Court order requiring same and directing costs against you.

4. In respect of your claim that you are not operating at this point, we have been provided with the photo enclosed herewith which shows a sign in the window at the Craigleith Property, bearing the Black Angus name and logo, that evidences that business operations are being conducted at such property.
5. In respect of an attempt by the hydro authority to cut off hydro at a location controlled by you because you have not received mail, we refer to our note at item 2 above in respect of the forwarding of mail. It is solely your responsibility for ensuring that hydro is maintained for any location not subject to the Receivership Order.
6. In respect of a certain fifth wheel trailer at the MacTier property, if this is in reference to the Laredo camper trailer, the Receiver advises that this trailer is missing from the property and was reported as stolen to the local police on October 27, 2019.
7. In respect of a certain storage container at the MacTier property that you note is missing, the Receiver advises that one of the containers at the site had gone missing and understands that Storage on Site of Meaford, ON ("SOS") removed such container and any items it contained from the premises without consulting the Receiver. The Receiver reported the container as stolen to the local police and has advised the police that SOS admitted to the theft and may be in possession of same. We have sent a letter to SOS demanding the return of any property of the Respondents that may be in its possession, including the container and any items contained therein.
8. In respect of certain paddle boards that you advise belong to Ms. Anderson, we note that all of the paddleboards identified by the Receiver have been accounted for. The Receiver has not accounted for any property that may have been in the container that has gone missing, which it has demanded the return of from SOS. If you can clarify whether Ms. Anderson's paddleboards were located in the container, it may assist the Receiver in recovering same from SOS.
9. In respect of a certain computer situated at the MacTier property that you claim ownership over, the Receiver advises that it has not located any desktop computers at the site. Can you please confirm the make and model of the computer and where it was located.



Thornton Grout Finnigan LLP

3.

We continue to ask for your cooperation with the Receiver in the fulfillment of its Court-ordered mandate.

Yours very truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'Puya Fesharaki'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Puya Fesharaki

cc: Arif Dhanani, RSM Canada Limited

APPENDIX H

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 4:45 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

Further to yesterday

It was noted to colleen that at lest one order, malabar was recived into plant after you took over September 18th.

This was not paid for by the company yet still taken in.

This was then charged to my personal credit card after the fact

There are other such acts I will document further.

Not sure how you justify further indebtedness to unsecure creditors and using my card to pay for it after the fact

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

I understand you already spoke to Colleen about this and she said that you should have the Quickbooks files within the next few days.

Thanks,

Arif

Arif Dhanani

Vice President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



From: seankelly939 <seankelly939@gmail.com>

Sent: Thursday, October 17, 2019 10:42 AM

To: Dhanani, Arif <arif.dhanani@rsmcanada.com>

Cc: Delaney, Colleen <Colleen.Delaney@rsmcanada.com>; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca) <lwilliams@tgf.ca>; Puya Fesharaki <PFesharaki@tgf.ca>; Koko Yamamoto <kyamamoto@mcgovernhurley.com>

Subject: RE: FW: Attached Image

I did not get a response to this

We need access to this or the entire history will have to be reentered

These company's have computers and assets attributed to them

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: seankelly939 <seankelly939@gmail.com>

Date: 2019-10-15 4:02 p.m. (GMT-05:00)

To: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>

Subject: RE: FW: Attached Image

Will we get the quickbooks files as well

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Date: 2019-10-15 3:18 p.m. (GMT-05:00)

To: seankelly939 <seankelly939@gmail.com>

Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>

Subject: RE: FW: Attached Image

Sean,

This is further to my email below. You may attend at the Thornbury location on Thursday, October 17, 2019 at 11:00 am to retrieve the records for the following companies:

- Blue Mountain;
- Tara Foods;
- Sean Deer;

- 250699 Ontario Ltd.; and
- 2554496 Ontario Ltd.

The Receiver will have the records in boxes and all that will be required of you is to take possession of the subject boxes.

We ask that you please be prompt. The Receiver has a limited window of time within which it is able to assist you. Should you be significantly earlier than 11:00 am, you may have to wait. Alternatively, if you are significantly later than 11:00 am, arrangements for the pick-up of the subject records may have to be rescheduled.

Regards,

Arif

Arif Dhanani

Vice President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



From: Dhanani, Arif

Sent: Friday, October 11, 2019 12:49 PM

To: seankelly939 <seankelly939@gmail.com>

Cc: Delaney, Colleen <Colleen.Delaney@rsmcanada.com>; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca) <lwilliams@tgf.ca>; Puya Fesharaki <PFesharaki@tgf.ca>

Subject: RE: FW: Attached Image

Sean,

We are in the process of separating out the books and records. We will confirm a date next week when you can pick up the records for the other companies.

Regards,

Arif

Arif Dhanani

Vice President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



From: seankelly939 <seankelly939@gmail.com>

Sent: Friday, October 11, 2019 11:40 AM

To: Dhanani, Arif <arif.dhanani@rsmcanada.com>

Cc: Delaney, Colleen <Colleen.Delaney@rsmcanada.com>; Leanne M. Williams - Thornton Grout Finnigan LLP (<lwilliams@tgf.ca> <lwilliams@tgf.ca>); Puya Fesharaki <PFesharaki@tgf.ca>

Subject: RE: FW: Attached Image

I have no access to records or bank accounts to this company, blue mountain fine foods , tara, and two numbered companies as well.

It is impossible to conduct any business with any of these.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Date: 2019-10-11 11:34 a.m. (GMT-05:00)

To: seankelly939 <seankelly939@gmail.com>

Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>

Subject: RE: FW: Attached Image

Mr. Kelly,

Thank you for your email below. The Receiver is aware that the 21 High Street property (the "Property") is owned by Sean Deer Enterprises Ltd. (the "Company"). Pursuant to the receiver's appointment order, a copy of which is attached hereto, the Company is not part of the receivership proceeding. RSM is receiver of the Property only.

Yours truly,

RSM CANADA LIMITED, in its capacity as Court-appointed Receiver of
Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005)
Ltd., RSV Investments Inc. and of the real property municipally known as
21 High Street, Mactier, ON and not in its personal or corporate capacity

Arif Dhanani

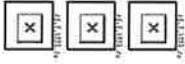
Vice President

RSM Canada Limited

Licensed Insolvency Trustee

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 11, 2019 11:27 AM
To: Dhanani, Arif <arif.dhanani@rsmcanada.com>
Cc: Delaney, Colleen <Colleen.Delaney@rsmcanada.com>
Subject: Re: FW: Attached Image

Sean deer owns it

Also all charges on thus card were for fine meats and freezer beef

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Date: 2019-10-11 11:12 a.m. (GMT-05:00)

To: seankelly939 <seankelly939@gmail.com>

Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>

Subject: FW: Attached Image

Mr. Kelly,

Please see attached. Although we advised TD Bank that we are receiver of the 21 High Street property and not Sean Deer Enterprises Ltd., they seem to have redirected the attached statement to us. If we receive future statements from TD Bank we will forward them to you.

Regards,

Arif

Arif Dhanani

Vice President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 4:47 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

I require this product to be returned asap ?. Today via purolator so I can get a refund on my card

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: seankelly939 <seankelly939@gmail.com>
Date: 2019-10-18 4:44 a.m. (GMT-05:00)
To: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Further to yesterday

It was noted to colleen that at lesst one order, malabar was recived into plant after you took over September 18th.

This was not paid for by the company yet still taken in.

This was then charged to my personal credit card after the fact

There are other such acts I will document further.

Not sure how you justify further indebtedness to unsecure creditors and using my card to pay for it after the fact

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 4:53 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

I attended the insurance company yesterday to take care of Volvo insurance. They unlike you told me were not aware this was to be cancelled at your end today. Further to this they only received notice of the receivership this week and the premiums charges either cheque or credit card were returned NSF. Also since I was still contact this week they have not been notified by anyone at your end on the stolen vehicles and property.
For the file.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

I understand you already spoke to Colleen about this and she said that you should have the Quickbooks files within the next few days.

Thanks,

Arif

Arif Dhanani

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 4:56 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

I spoke to your site manager yesterday .
Note Site manager.
I asked him where all the art etc that was in front of building went

He simply shrugged his shoulders and said he had no idea.

Just to clarify is he not the one who is responsible for security?

For the file

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

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Thanks,

Arif

Arif Dhanani

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 4:59 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

Please advise why all the employees recieved the balances of unsecured creditors as well as balance sheet information with there wage claims ?
Yet no one has their ROI

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

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Thanks,

Arif

Arif Dhanani

Vice President

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 5:04 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

As noted to colleen yesterday when I saw the paddle boards in thornbury there are approximately 60 on several sites that were on consignment.

They belong to King out of wasaga beach

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

I understand you already spoke to Colleen about this and she said that you should have the Quickbooks files within the next few days.

Thanks,

Arif

Arif Dhanani

Vice President

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 5:07 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

As noted to collen yesterday your published accounts payable in incorrect.

In addition I am getting calls that your AR has many errors as well.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

I understand you already spoke to Colleen about this and she said that you should have the Quickbooks files within the next few days.

Thanks,

Arif

Arif Dhanani

Vice President

RSM Canada Limited

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7

D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 5:09 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

In speaking with Koko 2 weeks ago Virginia indicated that the bank recs were still not complete to do year ends

Thus would explain the incorrect accounts payable and receivables

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

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Thanks,

Arif

Arif Dhanani

Vice President

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 5:50 AM
To: Dhanani, Arif
Cc: Delaney, Colleen; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Koko Yamamoto
Subject: RE: FW: Attached Image

Each time I have attended the building, twice, I have been made to sign for anything I was given.

When Revus location was emptied Artisan farms did not even record what was taken.

Rather it was removed and to this point there is no real list

In fact a considerable amount was actually their product and they are an unsecured creditor

The same thing happened with thornbury at the retail level.

In fact on any inventory list I have seen none of Artsian farms products are listed

Also note that the owner of Artisan farms was the first person to attend thornbury was the owner of that company hours after the sign was posted

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-17 11:15 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, Koko Yamamoto <kyamamoto@mcgovernhurley.com>
Subject: RE: FW: Attached Image

Sean,

I understand you already spoke to Colleen about this and she said that you should have the Quickbooks files within the next few days.

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 10:06 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

I am stating facts of which I have first hand knowledge and making you aware of such.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
Subject: Emails

Mr. Kelly,

We confirm that the Receiver, in order to accommodate your request for the books and records of certain companies not in the scope of the receivership, attended yesterday at the Thornbury location. The Receiver diligently packed the books and records of those companies in 3 banker's boxes and had the boxes waiting for you upon your arrival at the Thornbury location. You then picked up those boxes and left within a 10 -15 minute period. The Receiver is continuing to make efforts to accommodate you by doing what is necessary to obtain the Quickbooks files for those companies and send them to you.

The Receiver is writing with respect to your emails of this morning, copies of which are attached hereto for the benefit of the Receiver's counsel who is copied hereon. The Receiver finds the tone of and accusations in your emails to be inappropriate.

As such, we have copied counsel to make it aware of your correspondence. If a response to your emails is warranted, counsel will reply to you on the Receiver's behalf. Should you wish to correspond with the Receiver in the future, the Receiver requests that you direct your correspondence to its counsel.

Yours truly,

RSM CANADA LIMITED, in its capacity as Court-appointed Receiver of
Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005)
Ltd., RSV Investments Inc. and of the real property municipally known as
21 High Street, Mactier, ON and not in its personal or corporate capacity

Arif Dhanani

Vice President

RSM Canada Limited
Licensed Insolvency Trustee

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
D: 647.725.0183 F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



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Any advice or information in the body of this email is subject to, and limited by, the terms in the applicable engagement letter or statement of work, including

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 10:34 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

Please note I just was at property to pick up mail.

Please note the mail is up to a month late getting to me and all Bill's are past due

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
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Yours truly,

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 10:36 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

Please note I just attended the property and saw that the commercial smoker is not there as well
Value approx 14000

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
Subject: Emails

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Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 10:48 AM
To: Dhanani, Arif
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

Please note as previously stated I attended the insurance company to get my Volvo a policy .
They cannot do because you have not paid the bill for the rest.
They cant remove till you do.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
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Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 18, 2019 6:39 PM
To: Dhanani, Arif; Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Delaney, Colleen; Weisz, Daniel; Kaush Parameswaran
Cc: Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca); Puya Fesharaki; Delaney, Colleen; Weisz, Daniel
Subject: Re: Emails

Please note

When I was at plant today I met the Cfia inspector whom was monitoring the loading of a truck . This seems contrary to your email to my previous lawyer where you indicated you had cancelled licence. On the other hand if this was just another untruth the question would why a licence of such would be cancelled regardless as this would substainsialty diminish the asset.
For the file

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Date: 2019-10-18 9:49 a.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>
Cc: "Leanne M. Williams - Thornton Grout Finnigan LLP (lwilliams@tgf.ca)" <lwilliams@tgf.ca>, Puya Fesharaki <PFesharaki@tgf.ca>, "Delaney, Colleen" <Colleen.Delaney@rsmcanada.com>, "Weisz, Daniel" <daniel.weisz@rsmcanada.com>
Subject: Emails

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Leanne Williams

From: seankelly939 <seankelly939@gmail.com>
Sent: November-22-19 8:53 AM
To: Puya Fesharaki
Cc: Leanne Williams; 'Dhanani, Arif'
Subject: Re: In the Matter of the Receivership Proceedings of Black Angus et al. [IWOV-Client.FID117056]

The amazing thing is that the reciever is lying repeatedly and is very easy to prove
I welcome a court date
Also you keep mentioning costs
I have Nothing
Where do you think you will recover these costs from
This company was to inventory assets and account for them
They have no clue
In fact one purchaser who bid an won found items missing from what the bought
I have attained 3 sworn statements that the bronze statue was out side after the took control and thses crooks
say it was never there
You work for the bank
This will all come out

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Puya Fesharaki <PFesharaki@tgf.ca>
Date: 2019-11-19 5:39 p.m. (GMT-05:00)
To: 'Sean Kelly' <seankelly939@gmail.com>
Cc: Leanne Williams <LWilliams@tgf.ca>, "'Dhanani, Arif'" <arif.dhanani@rsmcanada.com>
Subject: In the Matter of the Receivership Proceedings of Black Angus et al. [IWOV-Client.FID117056]

Mr. Kelly,

Please find attached our correspondence dated as of today's date on behalf of the Receiver and in response to your emails sent between November 12, 2019 and November 15, 2019.

Yours truly,

Leanne Williams

From: Sean Kelly <seankelly939@gmail.com>
Sent: November-29-19 1:53 PM
To: Puya Fesharaki; Leanne Williams
Subject: mactier

On October 22 2019 u wrote that I attended Mactier and attempted to collect monies in respect to rent and utilities.

I wish to appear in court to defend this asap.

This was an out right lie by either the Receiver or the tenants.

in fact based on the history here if that were true the receiver would have brought me before the judge.

This affects my ability to work and do business being accused wrongly.

Leanne Williams

From: Sean Kelly <seankelly939@gmail.com>
Sent: November-26-19 6:18 PM
To: Leanne Williams; Puya Fesharaki
Subject: larado trailer

I was call by Desjardins today looking for mortgage payments .
I advised them as you advised me.
RSM took control of this Set 18 th and it has since been stolen.
they advised RSM had no right to trailer.
as such they will be taking RSM to court to retrieve losses.
the trailer was not insured

Leanne Williams

From: Sean Kelly <seankelly939@gmail.com>
Sent: November-26-19 6:10 PM
To: James Hardy; Leanne Williams; Puya Fesharaki
Subject: Re: In the Matter of Laurentian Bank of Canada v. Kelly, Anderson et. al. [IWOV-Client.FID117056]

you have forced my wife back to work after retiring while recovering with cancer 5 years ago.
we cant afford council and you send her this while she is working 12 hour shifts at 95 lbs and 57 years old
you are taking directions from someone whom has no conscience and is enjoying this
you must know this is not going to end well
I would request you review the receivers actions with laurentian.

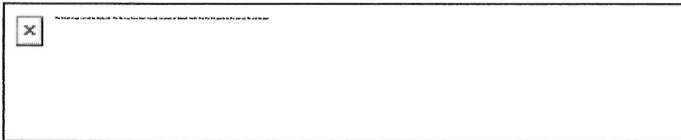
On Tue, Nov 26, 2019 at 10:19 AM James Hardy <JHardy@tgf.ca> wrote:

Dear Mr. Kelly, Ms. Anderson,

Please find attached correspondence of today's date, along with enclosure, in relation to the above matter.

Yours,

James Hardy



James Hardy | JHardy@tgf.ca | Direct Line: +1 416 304 7976 | Thornton Grout Finnigan LLP | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

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APPENDIX I





BLACK ANGUS
FINE MEATS & GAME

Longtable
A COMMITMENT TO LOCAL
FOOD & FARMERS
Liz...
...
...
www.longtable.com

APPENDIX J



FAMU 018052 6
2262

MAX. GR. 30,000 LBS
CY 200 LP
TARE WT. 6,500 LBS
NET WT. 23,500 LBS


BLACK ANGUS
FINE MEATS & GAME

APPENDIX K

Dhanani, Arif

From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 25, 2019 4:29 PM
To: Leanne Williams; Puya Fesharaki
Cc: Dhanani, Arif
Subject: Re: Cease and Desist Letter Regarding Use of "Black Angus" Name and Logo

It may be clear to you not me.
I will see you in court myself.
You and that little man are trying to prevent me from earning a living
And the mental hardship will be part of my case.
You fired my children and my wife has left me.
Rule of law is don't keep kicking someone who has nothing to lose.
There is no upside for you

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Leanne Williams <LWilliams@tgf.ca>
Date: 2019-10-25 4:04 p.m. (GMT-05:00)
To: seankelly939 <seankelly939@gmail.com>, Puya Fesharaki <PFesharaki@tgf.ca>
Cc: "Dhanani, Arif" <arif.dhanani@rsmcanada.com>
Subject: Re: Cease and Desist Letter Regarding Use of "Black Angus" Name and Logo

Mr. Kelly,

Our position in the letter is clear. If you do not cease and desist, we will have no alternative but to go to Court and get an Order.

Leanne



Leanne Williams | Direct Line: +1 416 304 0060 | Thornton Grout Finnigan LLP | www.tgf.ca

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From: seankelly939 <seankelly939@gmail.com>
Sent: Friday, October 25, 2019 4:00 PM
To: Puya Fesharaki
Cc: Leanne Williams; 'Dhanani, Arif'
Subject: Re: Cease and Desist Letter Regarding Use of "Black Angus" Name and Logo

And the reciever just gave me back all the records and accounting for this company and it was not part of the action

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: seankelly939 <seankelly939@gmail.com>

Date: 2019-10-25 3:54 p.m. (GMT-05:00)

To: Puya Fesharaki <PFesharaki@tgf.ca>

Cc: Leanne Williams <LWilliams@tgf.ca>, "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Subject: Re: Cease and Desist Letter Regarding Use of "Black Angus" Name and Logo

It says black Angus muskoka and there is no trade mark registered

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Puya Fesharaki <PFesharaki@tgf.ca>

Date: 2019-10-25 3:03 p.m. (GMT-05:00)

To: 'seankelly939' <seankelly939@gmail.com>

Cc: Leanne Williams <LWilliams@tgf.ca>, "Dhanani, Arif" <arif.dhanani@rsmcanada.com>

Subject: Cease and Desist Letter Regarding Use of "Black Angus" Name and Logo

Mr. Kelly,

Please find attached a letter in respect of the captioned matter.

Yours truly,

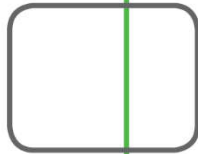


Puya Fesharaki | pfesharaki@tgf.ca | Direct Line: +1 416 304 7979 | Thornton Grout Finnigan LLP | Suite 3200, TD West Tower, 100 Wellington Street West, P.O. Box 329, Toronto-Dominion Centre, Toronto, Ontario M5K 1K7 | 416-304-1616 | Fax: 416-304-1313 | www.tgf.ca

APPENDIX L



APPENDIX M



BLACK ANGUS FINE MEATS & GAME
INC., BLACK ANGUS FREEZER BEEF
(2005) LTD., RSV INVESTMENTS INC.,
AND THE PROPERTY MUNICIPALLY
KNOWN AS 21 HIGH STREET IN
MACTIER, ONTARIO

SALE OF REAL PROPERTY,
EQUIPMENT AND VEHICLES

THE OPPORTUNITY

RSM Canada Limited, solely in its capacity as Court-appointed Receiver of the assets of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd., RSV Investments Inc., and the Real Property municipally known as 21 High St. in MacTier, ON (the “Receiver”) has been authorized to solicit proposals for the purchase of all or some of the assets of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. (together “Black Angus”) and, RSV Investments Inc., as well as the Real Property located at 21 High St., MacTier, ON (collectively, the “Assets”).

HIGHLIGHTS

- Real estate property situated in Thornbury, ON
- Real estate property situated in MacTier, ON
- Meat & food processing/storage equipment and various office furniture in Thornbury, MacTier and Mississauga, ON
- Numerous company vehicles, including vans and trailers

Overview

Black Angus was a processor and retailer of fresh meats, including game meats. Black Angus had access to various cuts of meat, including but not limited to wild boar, bison, and venison. Black Angus was also one of the few suppliers of dry-aged beef in Ontario.

Black Angus consisted of three active retail locations in Thornbury, MacTier and Mississauga ON and a meat processing plant in Thornbury. The online butcher shop offered a wide selection of game meats, including kangaroo, crocodile, bison, and famous game meat sausages.

Assets for Sale

The Receiver is offering for sale the right, title and interest, if any, of the Receiver and of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd., RSV Investments Inc., and/or Sean Deer Enterprise Ltd. (“SDEL”) in, as applicable:

- 1) Thornbury, ON real estate property formerly functioning as a meat processing plant and retail location;
- 2) MacTier, ON real estate property comprised of four rental units and a storage unit;
- 3) Thornbury, ON various meat & food processing/storage equipment and office furniture;
- 4) MacTier, ON various meat & food processing/storage equipment and office furniture;

- 5) Mississauga, ON various meat & food processing/storage equipment and office furniture;
- 6) Company vehicles, including vans and trailers;
- 7) Customer list; and
- 8) Black Angus Name and Logo.

Transaction and Competitive Bid Process

The Receiver is conducting a Request for Offers, and interested parties must submit offers by no later than 4:00 p.m., Friday, November 15, 2019. Offers must be submitted using the form of offer available with the Confidential Information Memorandum (“CIM”). The Receiver reserves the right to extend the above deadline at its sole discretion. The Receiver also reserves the right to enter into an agreement(s) to sell any or all of the Assets prior to 4:00 p.m., Friday, November 15, 2019

To receive additional information including the CIM, interested parties must execute a Confidentiality Agreement. If you are interested in this opportunity, please contact Ms. Colleen Delaney of the Receiver’s office either at (647) 309-8735 or at colleen.delaney@rsmcanada.com.

rsmcanada.com

This document contains general information, may be based on authorities that are subject to change, and is not a substitute for professional advice or services. This document does not constitute audit, tax, consulting, business, financial, investment, legal or other professional advice, and you should consult a qualified professional advisor before taking any action based on the information herein. RSM Canada Limited and its affiliates and related entities are not responsible for any loss resulting from or relating to reliance on this document by any person. This communication is being sent to individuals who have subscribed to receive it or who we believe would have an interest in the topics discussed.

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APPENDIX N



GM Oshawa plant



LAURENCE BUTET-ROCH FOR BLOOMBERG

A set of row houses on Rebecca Keetch's street in Oshawa, Ont., built in 1910.

GM

Continued from FP6

In 2009, she was laid off as the global financial crisis pushed the automaker into bankruptcy in the U.S. She'd just bought her first house, a three-bedroom fixer-upper on the outskirts of town. "It's a century home without any of the charm," she jokes. She retrained as a paralegal under a provincial program, but before she could shift gears, Canada stepped in with a \$13.7-billion bailout for GM's and Chrysler's Canadian operations. When the plant called her back, she went, figuring it was safer to spend a few years building up a financial safety net before leaping into something new.

But now, after the union opened the door to tiered wages and benefits following the financial crisis, Rebecca makes \$24.51 an hour, 12-per-cent less than when she started and 12-per-cent lower than the national average for all jobs. When she first joined GM, her wages were 42-per-cent higher than the average.

Single, with no kids, she's so far managed to hold on to the house, which she now shares with her mother, but the financial cushion never materialized. She drives a 2006 Chrysler PT Cruiser and laughs when asked why she doesn't own a GM. "I think there's an employee discount, but I haven't made enough money to buy a new car."

So each day, she parks her PT Cruiser outside Building D and crosses the parking lot to a chain-link fence topped with barbed wire. Using her pass to go through the gate, she enters the squat, grey building through a yellow door, badges in again, and wends her way past lockers and lunchrooms to her place on the line.

Suspended pneumatic tools and electrical guns obscure the view across the plant floor, but a couple of skylights and a line of high windows make her spot a prime one. "I was so excited to be able to see daylight," she says of her transfer to this area a year ago. "I got really lucky with this one. It's a good job."

She's done a lot of things on the line, from putting decals on cars to a job that required stretching her 5-foot-2-inch body over a vehicle to remove metal spacers with both hands.

"It was just heavy and dirty, and because of my height, I had to keep leaning on the frame," she recalls. "I was always getting this black sticky stuff all over me."

Her current role requires her to use a massive hoist to move components into place. It intimidates some of her co-workers, but she prefers it. "For safety reasons, they have to be very careful about building enough time in the job," she says. Wearing gloves, safety glasses, and steel-toe shoes, she works through more than 15 separate steps in less than two minutes.

Fall behind, and an alarm goes off. "You'll hear those sounds in your sleep," Rebecca and her friends share the link to a music video called Hit the Andon that pokes fun at workers who relieve the monotony by pushing a button — the andon — to stop the line and score an extra bathroom break. "If you're an autoworker, it's a pretty funny song."

If you're not, it sounds pretty grim. But Rebecca says workers have always viewed the line as a trade-off. In exchange for decades of shift work, broken into tens of thousands of hours of tedium and millions of repetitive tasks, generations of plant workers have achieved solid, middle-class lives with good wages and benefits.

The union let the carpet wear thin under its workers when it conceded to tiered wages and benefits, in Rebecca's view, and globalization — especially free-trade agreements — yanked it out from under them. "We've separated the owners from the communities they work in. There is no 'owner' in GM. There's a multinational corporation that's been given 'personhood,'" she says, referring to a legal concept that allows corporations to receive many of the same rights as people. But "we don't expect them to be good citizens."

With all that's at stake, the current GM strike evokes comparisons with epic labour battles of the past. In 1937, emboldened by a walk-out at the company's operations in Flint, Mich., more than 4,000 workers walked off the job for two weeks. They pushed for better wages, working conditions, and union recognition. The company was forced to make concessions, and the strike is considered a landmark for

unionism in Canada.

Rebecca's grandfather and great-grandfather were part of the movement. When school let out at 4 p.m., 12-year-old Edwin Keetch would head to the picket line to join his father, Herman, in the protest. "We would just walk up and down the streets, three abreast," Edwin recalls from the living room of the three-bedroom home his father built in 1925. Mothers and wives organized their own marches on different streets.

Conditions on the GM line in the 1930s were brutal, says Edwin, now 94, a trim figure in a sweater and slippers. The pressure to keep the line moving was intense, and safety often took a back seat. His father once saw a man decapitated by a wood shaper. Later, when Edwin joined GM, he worked alongside that man's son.

Edwin has been retired from GM longer than he worked for it, enjoying a gold-plated pension hard-fought for by his father and his fellow workers. His house is crammed with photos and mementos including, in pride of place, the reclining leather chair the automaker presented his father for 50 years of service.

But things have changed, and where his granddaughter says the union ought to have expanded the fight, as it did in the 1930s, it's instead on the defensive. Rebecca also thinks it needs to rebuild a central pillar of worker solidarity: equal pay for equal work.

The company gave generations of Keetches a good life, but Rebecca is experiencing some of the same uncertainty that stalked autoworkers in the industry's early days. During the Depression, they were called into the plant sporadically, for partial shifts. "My father used to stay home. He was afraid to go anywhere in case the phone rang and he'd miss two hours' work," Edwin says. Eighty years on, it pains him to see his granddaughter facing precarious employment as well. "There should be more loyalty."

Like Rebecca, Amanda comes from a strong labour background. Her late grandfather was the chairman of a union representing aircraft workers in Belfast, Northern

Ireland. Both women grew up in modest homes, funded by middle-class incomes. Each devoured books and did well at school.

Amanda also took a while to find her way to GM. The first in her family to attend university, she started thinking about engineering only after a high school teacher suggested it. "My mum had a couple of relatives who were train engineers, and that's what I thought an engineer was."

She chose Canada's Royal Military College to study electrical engineering, because it offered a guaranteed job for five years, with tuition paid. But she returned to civilian life when she got her master's degree, also in electrical engineering. Even though her family is filled with entrepreneurs — her husband, father, and sister have all started their own small businesses — she's only ever worked for large companies: first, for the Canadian arm of a now-defunct U.S. defence contractor, then for courier PuroLator, and now, since 2005, GM.

That's not to say there haven't been bumps. In the wake of the economic downturn following the Sept. 11, 2001, terrorist attacks, she navigated eight months of unemployment after moving to Ontario from Nova Scotia. And when the company closed the truck facility in 2009, slashing the engineer count to 100, from 500, it taught her that STEM jobs aren't immune from cuts.

But she survived, and she says all of her co-workers eventually landed on their feet. They required neither a paternalistic company nor a union, she says, because transferable skills create their own self-reliance and adaptability.

"I used to think I was lucky. But I've had a few years to reflect on it, and I think it comes down to the choices we make," she says over coffee in the technical centre's cafeteria. "It's easy to say from my position — and I don't know that this will relate to everyone who's going through a down patch — but I have gone through periods of unemployment in my life. There are things that you can do to improve your lot."

The 15 engineers on Amanda's team have nine master's degrees and a PhD among them, and their earn-

ings put them comfortably in the top 10 per cent of Canadian wage earners. They stand out for other reasons as well. Almost half came to GM from outside Canada — India, Iran, Kenya, Nigeria, Pakistan, and Singapore. And while amassing all that education, ironically, not all of them learned to drive.

If autonomous vehicles take off, they may never need to. One of Amanda's job perks is a new GM car every six months. She chose her current red GMC Terrain because it lets her play with adaptive cruise control, meaning the car keeps a safe distance from other vehicles, even in the city. The next level up is Super Cruise, which keeps the car in the middle of the lane — you don't even touch the steering wheel. Someday GM could remove the pedal and steering wheel altogether, the kind of self-driving technology Amanda's counterparts at GM Cruise in San Francisco are working on.

As those types of vehicles open the door to ride-sharing and car-sharing, isn't Amanda concerned it will mean fewer cars — and, ultimately, fewer engineers, especially as technology such as artificial intelligence gets smarter and smarter?

"The jobs of 100 years ago are not the jobs of today, and the jobs of 100 years from now will probably not look like the jobs of today," she

says. "But I still believe there will be jobs that humans are needed to do."

Strolling through downtown Oshawa with Rebecca is to see both its past and future. There's a yoga studio across from the Smoke Time Corner Store and a Singer sewing machine store down the block. Nearby are a "paleo meat" place and — perhaps to balance the karmic scales — a vegan restaurant. And a hipster coffee house. But five of the six banks have been replaced by payday loan outlets, she points out, as the loss of manufacturing jobs continues to leave many adrift.

Rebecca's grandfather lives a block from her regular breakfast place, the White Apron Restaurant. In the diner's red leatherette booths, she's spent hours musing about her options. With a day left before the buyout deadline in mid-July, she finally makes a decision: To hold on to her right to be called back to work, she turns the buyout down.

A few things tipped the scales. There's fear. "Trying to cut ties is ... " She breaks off, struggling to formulate her thoughts. "Just trying to write up a resumé is excruciating."

There are her prospects at the plant. Since the briefing at the Iroquois stadium, union leaders have told her they're more confident GM will salvage 500 jobs, rather than 300. A large number of workers opted for the buyout, moving her up 985 spots, at last count in July, to No. 385 on the list of production workers eligible for callbacks.

But it could take as many as five years to be recalled, if at all, meaning she will still need to find another job. She would like to find work advocating on behalf of the broader labour movement. For all her frustrations, Rebecca's belief in organized labour remains unshakable. "For sure, they have challenges, but their mandate is to improve the lives of working people, and we can expand that aim," she says.

And finally, there's her reluctance to walk away from the fight. "You do become emotionally invested in the challenge."

In September, a day before Rebecca and her co-workers were laid off because of the U.S. strike, they released a study calling for the Oshawa plant to be nationalized, ideally to create a government fleet of green vehicles. Rebecca supports the EV movement and its benefits for the planet; she wants to be part of it. And while she knows persuading the government is a long shot, she's feeling more optimistic than she has in months.

"Even if GM is done with us, I don't think we should be done with us."

Bloomberg

Invitation for Offers to Purchase Equipment, Vehicles and Real Estate

RSM Canada Limited, in its capacity as Court-Appointed Receiver (the "Receiver") of all the assets, undertakings and properties of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. (together "Black Angus"), RSV Investments Inc. ("RSV") and the real property municipally known as 21 High Street in MacTier, ON invites offers for the purchase of the right, title and interest in all or some of the assets of Black Angus, RSV and the real property at 21 High Street in MacTier, ON, including real property, equipment, office furniture and equipment, customer lists, vehicles and various other assets.

All offers must be received by the Receiver at the address set out below, on or before 4:00 p.m. (Toronto time) on November 15, 2019.

For further information and in order to obtain a confidentiality agreement, please contact:

RSM Canada Limited
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7
Attn: Jeffrey Berger
T: 647 726 0496 | F: 416 480 2646
E: jeff.berger@rsmcanada.com

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ECONOMY

U.S. CONSUMER CONFIDENCE SLIPS, HOUSING STEADIES

U.S. consumer confidence fell for a third-straight month in October on concerns about the short-term outlook for business conditions and job prospects, but remained at levels consistent with continued growth in consumer spending. Other data on Tuesday suggested lower interest rates were lending some support to the struggling housing market. Contracts to purchase previously owned homes jumped in September to their highest level in nearly two years and house prices increased solidly in August. A stabilizing housing market could underpin consumer spending, which is the economy's growth engine. The Conference Board said its consumer confidence index slipped to a reading of 125.9 this month from an upwardly revised 126.3 in September. The index was previously reported at 125.1 in September. *Reuters*



TRADE

Doubts cast on readiness of U.S.-China interim deal

CHILE SUMMIT

STEVE HOLLAND

WASHINGTON • An interim trade agreement between the United States and China might not be completed in time for signing in Chile next month as expected but that does not mean the accord is falling apart, a U.S. administration official said Tuesday.

U.S. and Chinese negotiators are working to complete a text for the agreements for U.S. President Donald Trump and Chinese President Xi Jinping to sign at an Asia-Pacific Economic Cooperation summit in Chile Nov. 16-17. "If it's not signed in Chile, that doesn't mean that it falls apart. It just means that it's not ready," the administration official said. "Our goal is to sign it in Chile. But sometimes texts aren't ready. But good progress is being made and we expect to sign the agreement in Chile."

Trump, Treasury Secretary Steven Mnuchin and other top U.S. officials have all said good progress is being made on the deal after a nearly 16-month trade war, while also noting that it would be fine if the deal was not finalized by the APEC summit.

White House spokesman Judd Deere said both sides were still working to complete the interim deal.

"As the president said several weeks ago, we have reached a phase-one agreement with the Chinese and both sides are working to finalize the text for a signing in Chile," he said.

U.S. stocks turned negative after Reuters reported the administration official's comments, as investors bet the closely watched trade talks

were further away from resolution.

The interim trade agreement announced by Trump on Oct. 11 had buoyed markets, promising relief for companies rocked by nearly 16 months of tit-for-tat tariffs that have slowed global growth to its slowest pace since the 2008-2009 financial crisis.

The South China Morning Post, citing a person briefed on the arrangements, reported early Tuesday that the leaders of the world's two largest economies were tentatively slated to sign the interim trade deal on Nov. 17 "if everything goes smoothly."

A U.S.-based source confirmed that was the target date for a meeting, but the administration official cautioned that the text might not be completed in time.

White House adviser Jared Kushner, Trump's son-in-law, told a panel at the Future Investment Initiative conference in Riyadh that U.S. Trade Representative Robert Lighthizer and Mnuchin "have made a fabulous deal" with Beijing.

"I think people understand the president, that he's firm. They know that he's going to make the decisions that he thinks are right, and I think ultimately that we've come to an understanding with China now on where we want to head," he said.

Lighthizer said on Friday that Washington and Beijing are "close to finalizing" some sections of a trade agreement after a phone call between top negotiators.

U.S. officials have said the deal is to cover Chinese purchases of U.S. agricultural goods, intellectual property protections, currency practices and increased access for U.S. companies to China's financial services market.

Jude Blanchette, a fellow at the Center for Strategic and International Studies, said the phase one deal was restoring the status quo to where it stood before the trade war began in 2017, calling into question how much progress had been made.

"The can has been kicked down to a phase two or phase three, but we're really just wondering if we're going to get through phase one," he said.

Reuters



CHIP SOMODEVILLA / GETTY IMAGES FILES

It's up to Speaker of the House Nancy Pelosi to decide when the U.S.-Mexico-Canada Trade Agreement goes to vote.

TRADE

USMCA lobbying intensifies as impeachment drama unfolds

Probe of Trump could help expedite deal

MARK NIQUETTE

COLUMBUS, OHIO • U.S. companies and trade groups that want lawmakers to approve a new trade pact with Mexico and Canada are making the unusual bet that the impeachment drama in Washington could actually help get the deal through Congress.

Industry coalitions and smaller firms have increased their lobbying in recent weeks in a bid to get the U.S.-Mexico-Canada Trade Agreement ratified before the presidential race heats up early next year. Yet, while that timetable would put the USMCA squarely in the path of the intensifying impeachment probe of Donald Trump, deal supporters say they see that as a potential advantage.

They're wagering that House Democrats led by Speaker Nancy Pelosi will want to show voters that the party can still do other business while investigating the president.

That would blunt criticism from Trump and Republican allies who have faulted Pelosi and Democrats for focusing too much on impeachment.

"As we get deeper and deeper down the rabbit hole of impeachment, the speaker is going to have to demonstrate that the Democratic majority in the House can continue to move legislation — and this, I believe, is the lowest-hanging fruit," said Phil Cox, co-chairman of Trade Works for America, a coalition of companies and organizations that represent

farmers, ranchers, auto-makers and others.

It's up to Pelosi to decide when the pact gets a vote. While she has said she wants to "get to yes," she hasn't committed to a timetable as a Democratic working group meets with the White House officials to amend provisions on the environment, labour rights, drug-patent protections and overall enforcement of the pact.

The trade groups say they think the renegotiated deal could win support from both political parties.

For Republicans, backing the trade pact is a chance to show support for Trump while delivering results for constituents, according to John Murphy, senior vice-president for international policy at the U.S. Chamber of Commerce, which is leading the USMCA Coalition of associations and more than 500 firms including General Motors Co., Pfizer Inc., Microsoft Corp. and Walmart Inc.

Even though Democrats may be reluctant to hand the president a victory, many will be motivated to show voters they can make progress on kitchen-table issues, he said.

"Considering what a rambunctious time it is here in Washington, we're optimistic that this will happen," Murphy added. "The gaps have been narrowed very considerably, and a lot of the many different actors in this town have their own compelling reasons to move forward on this." Murphy pointed out that meetings have intensified between U.S. Trade Representative Robert Lighthizer and the Democratic working group. He said he thinks the parties are potentially close with a "very serious objective" to get a handshake agreement before the House goes on recess from Friday until

Nov. 12. Legislative text for a vote could follow shortly the lawmakers return, he said.

The USMCA would replace the North American Free Trade Agreement, which has been in place since 1994. The USMCA Coalition says that U.S. trade with Canada and Mexico supports 12 million American jobs and reached almost US\$1.3 trillion in 2017.

Murphy said the chamber has facilitated more visits by businesses and associations to Capitol Hill to meet with lawmakers about the USMCA than any other issue, including 14 of the so-called fly-ins since Labour Day alone. It broadcast television ads in Michigan and New Mexico last week to encourage voters to call their representatives to support the USMCA, with spots continuing elsewhere as part of a six-figure campaign. The group has targeted about 100 Democratic members for outreach, especially freshmen lawmakers. The bipartisan Trade Works for America is focusing on 45 congressional districts in 21 states with Democratic members where Trump won in 2016 or are very competitive, Cox said. The group is seeking to double the 300,000 contacts it's made with voters within the next 45 days, urging them to call or write their representative to support USMCA.

Even smaller businesses are adding their voices. Two executives from North Carolina-based Kontoor Brands Inc., which produces Wrangler and Lee apparel, came to Washington last week to meet with about a dozen Democratic House members and staff to urge them to pass the USMCA before American Thanksgiving. The company is telling lawmakers that jobs in their district would be at risk without

a trade deal, because the company has 75 U.S. suppliers that employ about 75,000 workers, many of whom make zippers and other components for jeans produced at the company's Mexican facilities. Scott Deitz, vice president for corporate relations, said Kontoor has also offered to help arrange meetings between the suppliers and their representatives.

"We're not important enough of a company to boil the ocean, but what we can do is partner with our suppliers in a way where we might be able to punch above our weight a little bit," Deitz said.

If Pelosi brings USMCA to the floor, there should be enough votes to pass it, said Joe Crowley, a former 10-term Democratic representative from New York who is honorary co-chairman of the Pass USMCA Coalition, a separate effort of business groups.

While some Democrats won't vote for the pact under any circumstances, others are working to put their imprint on it by making changes — something that hadn't happened before this year, he said.

"Is this the greatest trade agreement since sliced bread? No, it's not," Crowley said. "But there's no such thing as a perfect agreement."

While Trump has been tweeting about "do nothing Democrats" and "Nervous Nancy Pelosi" taking too long to act on USMCA, other members of the administration have saying positive things about one of the president's favourite nemeses.

There is "considerable positive momentum" for passage before the end of the year, in part because of how Pelosi has handled negotiations, Trump economic adviser Larry Kudlow said during an Oct. 22 speech at an infrastructure forum in Washington.

"I know that President Trump has his political differences with Speaker Pelosi," Kudlow said.

"But I will also say that Speaker Pelosi on USMCA has been co-operative, and accommodative and accessible."

Bloomberg

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11 King St W, Suite 700, Box 27
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TRADE

SPEAKER PELOSI 'OPTIMISTIC' ABOUT RATIFYING USMCA

Amid the swirling chaos of impeachment proceedings on Capitol Hill, Nancy Pelosi is sounding bullish about the chances Congress may soon vote to ratify a modified version of Donald Trump's cherished North American trade pact. Pelosi, the Democratic House speaker, says congressional Democrats and the Trump administration are close to resolving their differences over the deal, known



as the U.S.-Mexico-Canada Agreement, or USMCA. "If we can come to terms, (which) I think we're close to doing, this will be a template for future trade agreements — it will not only be good of itself, but a good pattern for how we can proceed," Pelosi said. "We're not there yet, but we understand the road — the last, shall we say, mile that we have to go. I'm optimistic." *The Canadian Press*



STR / AFP VIA GETTY IMAGES

Depicted is a model of a futuristic neighbourhood on Toronto's waterfront. Toronto authorities agreed in principle Thursday to move forward with a controversial project by a subsidiary of Google parent-company Alphabet to create a sustainable community at the foot of Parliament Street.

REAL ESTATE

Sidewalk CEO confident economics can work

SMALLER SITE

Waterfront Toronto to hold vote in March

JAMES McLEOD
AND GEOFF ZOCHODNE

TORONTO • The chief executive of Sidewalk Labs says he is optimistic, but not certain, that a proposed smart city development on Toronto's eastern waterfront is feasible under new, more restrictive terms agreed to with the agency overseeing the project.

In an interview with the *Financial Post* Thursday, Sidewalk's Dan Doctoroff jumped in without even waiting for the end of a question about whether his group could still make the economics of the development work.

"Entirely confident? The answer is no," Doctoroff said. "My hypothesis is that we can, and if I didn't believe that, we wouldn't have gone forward."

On Thursday, the board of Waterfront Toronto voted to move ahead with the controversial project, but only after Sidewalk Labs agreed to a series of revisions to its original master development plan.

Waterfront Toronto chairman Stephen Diamond was at pains to make it clear that the board's unanimous vote, while keeping the project alive, did not amount to giving it a green light. After they

conduct more public consultations and a detailed assessment, the Waterfront Toronto board will hold a final vote in March 2020 on whether to approve the development.

Andrew MacLeod, the chief executive of **Post-media Network Inc.**, which owns the *Financial Post*, is a member of the board of directors of Waterfront Toronto.

In an interview following the board meeting, Diamond said that since Sidewalk Labs delivered its Master Innovation and Development Plan in June, negotiations between the two have been "tense" at times. On the same day that the MIDP was released, Diamond published an open letter outlining for "threshold issues" that needed to be sorted out or the project would be dead.

Ultimately, after months of negotiations it appears that Sidewalk Labs acceded on all four threshold issues — the scope of the project, clarity on data and privacy, the demand for a firm promise on building new public transit, and whether Sidewalk Labs could act as lead developer if the master plan was approved.

Under the revised terms, the project will now be confined to the original 12-acre Quayside site, instead of the far more expansive 190-acre proposal that included a so-called "IDEA District" to be developed by third-party builders based on Sidewalk Labs' roadmap. In fact, under the terms of the amended proposal, Sidewalk Labs is explicitly forbidden from making reference to the IDEA District.

The updated agreement also makes it clear that Sidewalk Labs will abide by all current and future laws and regulations on data and privacy by all levels of government, along with any development guidelines on data issues that Waterfront Toronto sets for developments on the city's lakeshore.

In terms of actually building the development, Sidewalk Labs has now agreed to partner with a traditional developer and engage in a competitive public procurement process before winning the right to actually build anything. The request for proposals that Waterfront Toronto issued two years ago, that ultimately led it to select Sidewalk Labs, only gave the company the right to develop a master plan for the site.

Lastly, there's no guarantee that the city will build a light-rail transit line along the eastern waterfront, although Coun. Joe Cressy, who sits on the Waterfront Toronto board, said Thursday that he hopes to make that happen.

The waterfront project began in 2017 after Waterfront Toronto chose Sidewalk as its "innovation and funding partner" for a stretch of land on the city's eastern waterfront. But since then, the project has caused concerns about data collection and privacy protection.

Sidewalk Labs is a wholly-owned subsidiary of Alphabet Inc. the parent company of Google.

One group in particular, "Block Sidewalk" has forcefully campaigned against the project moving forward, motivated largely by data

and privacy concerns. Julie Beddoes, who showed up to Thursday's board meeting wearing a "SWEXIT" sign around her neck, said the group believes that the only acceptable option is a full reset, going back to a new request for proposals.

A statement from Ontario Premier Doug Ford called Thursday's news "confirmation" that principles valued by the province would be protected as talks between Waterfront Toronto and Sidewalk Labs continue.

"By focusing the Master Innovation Development Plan on the 12-acre Quayside parcel, ensuring that the land was valued at a fair market price and that the privacy of data collected on the site is protected, the right balance has been struck between protecting the interests of the people of Ontario and encouraging investment, innovation and economic development," Ford said.

Toronto Liberal MP Adam Vaughan told reporters that the federal government still sees a "huge opportunity here."

"We will continue to be supportive of this process, and when called upon, we'll see what we can do to answer the questions that we get," Vaughan said.

Doctoroff's optimism about the severely curtailed Sidewalk Labs project's scope was at odds with what he said just a few months ago, when the MIDP was published. At the time, Doctoroff said the 190-acre scale was absolutely essential.

"We do not believe that just at the scale of Quayside,

that Waterfront Toronto's priority objectives can be achieved. OK? So that's just a reality," he told the *Financial Post* in June.

On Thursday, however, Doctoroff said that at least Sidewalk Labs can do most of what it wants to do — on reducing carbon emissions, for example.

"Maybe this is from your perspective parsing things a little bit, but let me give you an example of how going forward and what I said last time can be reconciled," Doctoroff said Thursday.

"We do not believe we can do that at the scale of Quayside, so we will not have achieved their objective. On the other hand, we believe we can get to an 85 per cent reduction on carbon emissions, which compared to the rest of downtown Toronto will be a historic achievement."

On certain issues, the smaller project will change things. Doctoroff said he's not sure if the economics will still work to build a factory to manufacture mass timber, which would be used to construct the buildings out of wood. However, he said Sidewalk Labs still remains absolutely committed to mass timber as a construction material.

Similarly, Doctoroff said he can't promise that Google Canada's headquarters will now be on the project site, which Sidewalk Labs promised in their initial proposal.

"Part of the work we have to do over the next several months will be figuring that out," he said.

Financial Post

STATCAN

Canadian economy grows 0.1% in August

MANUFACTURING UP

KELSEY JOHNSON

OTTAWA • Canada's economy gained 0.1 per cent in August, a touch less than analysts expected, amid a rebound in manufacturing and an uptick in services-producing industries, Statistics Canada data showed on Thursday.

Analysts in a Reuters poll had predicted an increase of 0.2 per cent in August following no change in July. Overall, 14 of the 20 industrial sectors monitored expanded on the month, while six declined, the national statistics agency said.

The Canadian dollar was little changed at about \$1.3160, or US75.99 cents, after the data.

The data comes after the Bank of Canada, which has sat on the sidelines on monetary policy since October 2018, held interest rates steady as expected on Wednesday, but revised its domestic and global growth forecasts lower in light of uncertainty around international trade conflicts.

"The sources of blame can shift from month to month, but the grade on Canada's economy continues to be a 'gentleman's C,' not failing but not worthy of a gold star either," said CIBC Capital Markets' Avery Shenfeld in a note.

"While the Bank of Canada is anticipating a mediocre Q4 as well, there's room to undershoot their call if monthly growth continues to oscillate between 0.0 per cent and 0.1 per cent," he added.

Statistics Canada said goods-producing industries were up 0.2 per cent in August following two months of declines, while services-producing sectors rose 0.1 per cent.

Canada's manufacturing sector grew by 0.5 per cent in August, largely because of increased sales, after stagnating in July. Durable manufacturing, official data showed, rose 1.0 per cent, while non-durable manufacturing declined by 0.2 per cent.

Meanwhile, the professional, scientific and technical sector, which has seen the second-largest growth in employment since the start of this year, grew 0.7 per cent in August. The category has not recorded a decline in growth since January 2018.

Wholesale trade slumped 1.3 per cent in August, more than offsetting July's growth, the national statistics agency said, with broad-based declines reported. Machinery, equipment and supplies wholesalers posted a third decline in four months, falling 2.7 per cent, in part, because of lower imports.

Oil and gas extraction contracted 1.6 per cent in August. Oilsands extraction fell 3.6 per cent, the fourth straight month of declines, because of facility maintenance shutdowns.

In a separate release, StatCan said Canadian producer prices dropped by an unexpected 0.1 per cent in September, almost entirely due to lower prices for meat, fish and dairy products, while raw materials prices were unchanged on the month after falling 1.8 per cent in August.

Reuters

RETAIL

Catalyst says it has enough votes to block HBC privatization bid

28% OF SHARES

Catalyst Capital Group Inc. says it has lined up "substantial" opposition to the planned privatization of Hudson's Bay Co. by a group led by HBC chairman Richard Baker. In a strongly worded statement late Thursday, Catalyst, a private equity firm, called the planned transaction approved by the HBC's board "nothing more



Richard Baker

than a severely undervalued share buyback at the expense of shareholders." The statement accused the retailer's board of being "hopeless-

ly conflicted," and claimed there is enough shareholder opposition to vote down the Baker-led takeover, which was sweetened to \$10.30 a share from \$9.45 earlier this month. "Catalyst and other shareholders representing approximately 28.24 per cent of the common shares of HBC intend to vote against the agreement, representing a majority of the minority shareholders," the statement said.

Financial Post

Invitation for Offers to Purchase Equipment, Vehicles and Real Estate

RSM Canada Limited, in its capacity as Court-Appointed Receiver (the "Receiver") of all the assets, undertakings and properties of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. (together "Black Angus"), RSV Investments Inc. ("RSV") and the real property municipally known as 21 High Street in MacTier, ON invites offers for the purchase of the right, title and interest in all or some of the assets of Black Angus, RSV and the real property at 21 High Street in MacTier, ON, including real property, equipment, office furniture and equipment, customer lists, vehicles and various other assets.

All offers must be received by the Receiver at the address set out below, on or before 4:00 p.m. (Toronto time) on November 15, 2019.

For further information and in order to obtain a confidentiality agreement, please contact:

RSM Canada Limited
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7
Attn: Jeffrey Berger
T: 647 726 0496 | F: 416 480 2646
E: jeff.berger@rsmcanada.com














Visit rsmcanada.com/about-us for more information regarding RSM Canada Limited.

APPENDIX O

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APPENDIX P



RSM Canada Limited

Licensed Insolvency Trustee

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Toronto, ON M5H 4C7

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F +1 416 480 2646

www.rsmcanada.com

NOTICE AND STATEMENT OF RECEIVER (SECTION 245(1) AND 246(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*)

In the matter of the receivership of Black Angus Fine Meats & Game Inc. ("**Fine Meats**").

The receiver gives notice and declares that:

1. On the 18th day of September, 2019, the undersigned RSM Canada Limited was appointed as receiver and manager (the "**Receiver**") in respect of all of the assets, undertakings and properties of Fine Meats, an insolvent company that is described below:

<u>Description</u>	<u>Amount</u>	<u>Note</u>
Accounts receivable	\$679,757	1
Inventory	962,432	2
Undeposited funds	14,406	1
Prepaid expenses	1,844	1
Security deposits	114	1
Capital assets	307,558	1

Note 1: The amounts above reflect the book values recorded on Fine Meats' internal balance sheet as at September 16, 2019.

Note 2: This amount reflects the value of inventory as at May 31, 2018 per Fine Meats' notice to reader financial statements. The Receiver understands that inventory amounts have not been updated in the Fine Meats' books and records.

2. The undersigned became a receiver in respect of Fine Meats by virtue of being appointed by order of the Ontario Superior Court of Justice – Commercial List.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 18th day of September, 2019.
4. The following information relates to the receivership:
 - a) Registered Office Address of Fine Meats: 207484 Highway 26, Thornbury, ON
 - b) Principal line of business of Fine Meats: wholesale meat business
 - c) The amounts owed by Fine Meats to the creditors who appear to hold a security interest include:

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Laurentian Bank of Canada	\$500,000
CWB National Leasing Inc.	unknown
National Leasing Group Inc.	unknown
Reiser (Canada) Co.	unknown
Roynat Inc.	unknown

- d) The list of creditors of Fine Meats and the amount owed to each creditor by the insolvent company is attached hereto. This list has been compiled based on information available or provided to the Receiver, including the books and records of Fine Meats, a search of the Personal Property Security Registration System and limited enquiries made by the Receiver and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.
- e) The current intended plan of the Receiver, to the extent that such a plan has been determined, is to realize on the assets of Fine Meats.
- f) Contact person for the Receiver:
- Colleen Delaney
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 309-8735
Facsimile: (416) 480-2646
E-mail: colleen.delaney@rsmcanada.com
- g) Additional information: A copy of the receivership order is posted on the Receiver's website at <https://rsmcanada.com/black-angus-group>. Other pertinent public information will be posted to this website as that information becomes available.

Dated at Toronto this 27th day of September, 2019.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver and Manager of Black Angus Fine Meats & Game Inc., and not in its personal capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice President

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FINE MEATS & GAME INC.**

Unsecured Creditors

ACCONTEMPS	\$305.10
Aces Waste Management	183.96
Allseas Fisheries Corp.	333.63
Artisan Farms Direct Ltd	26,218.30
Bell Mobility Inc.	722.07
Benaco Sales Ltd.	3,218.48
Brain's Taxidermy	1,145.00
Canadian Linen & Uniform Service	292.65
Canadian Prairie Bison	8,877.14
Canadian Western Trust	723.20
Canam	56,987.79
Cardinal Health Canada Inc.	352.92
CB Stealth Express Inc.	910.28
Cedarlane	12,000.00
Collingwod Fuels Limited	1,017.08
Commerce Technologies Inc.	104.00
Conestoga Cold Storage	1,071.17
Cunico Ltd-AP	14,597.09
CWB National Leasing Inc	5,089.65
Diamond Foods	631.56
Dolan Foods	22,588.59
Don's Bakery Muskoka	204.00
Erb Transport	7,470.31
Escarpment Magazine	2,147.00
Georgian Bay Fire and Safety Ltd.	119.00
Glen Echo Fine Foods	1,045.69
Gourmet Trading Company	420.90
Hills Foods Ltd.-AP	5,049.88
Hydro One (7821 Coldwater)	230.36
Interprovincial Meat Sales Limited	10,795.55
Jeff Walker Plumbing & Heating	322.05
Jones Feed Mills Ltd	659.51
Kawartha Dairy	211.18
KKP Design, Print & More	80.22
La Maison Du Gibier-AP	936.53
Lakeshore MFG Services LTD.	1,593.30
Legacy Wild Boar	44,464.11
Livingston International Inc.	225.86
Markham Cold Storage	1,206.84

RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FINE MEATS & GAME INC.

Unsecured Creditors

Mercedes- Benz Financial Services	29.83
Miller Thomson LLP	39,741.69
Miller Waste Systems Inc.	489.56
Montpak International	6,003.94
Mountain Creek Bison	18,094.52
Mullica Hill Cold Storage	7.00
Muskoka Candle Company	114.70
National Event Management	1,045.24
Neal Brothers Inc.	2,798.49
Neat & Tidy	290.00
Nella Cutlery	91.11
No. 1 Auto Inc.	226.00
Northfork Bison-AP	5,596.57
NSF International Strategic Registrations	1,921.00
O'Donnell Enterprises	104.53
Ontario Fisheries Products Limited	8,877.20
Ontario Harvest Farms Inc	1,171.65
Onward Manufacturing Co	2,902.60
Palmex Inc.	17,070.63
PineRiver Cheese & Butter Co-op	515.82
PriceGroup Corp	431.66
Purolator Inc.	36.54
Quickbooks	298.32
Ross Enterprises	20,173.56
Roy Love	273.00
Rudolph Industries	33.59
Ryding Regency Meat Packers Ltd	21,325.80
Sierra Meat & Seafood	7,651.29
Springer's Meats Inc.	3,724.89
Staples Business	781.72
STARPORT Managed Services Inc.	1,487.36
Storage on Site	1,059.38
Teja Food Group-AP	18,783.15
The Butcher Shoppe-AP	3,595.54
The District Municipal of Muskoka MacTier	363.01
The Great Canadian Meat-AP	7,519.50
The Lamb Co-operative, Inc	67.61
The Packing House-AP	749.71
THE WESTPORT SALMON HOUSE	828.95
Thornbury Bakery Cafe	256.60

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FINE MEATS & GAME INC.**

Unsecured Creditors

Tom Hall Refrigeration	713.57
Towrin Trading Ltd. Saskatoon Meats	200,720.29
Ulrich Family Meats Inc.-AP	263.92
UPS	2,025.77
Viandes Agro Inc.	10,432.80
Winkler Meats Ltd.	7,764.46
Winpak	2,479.11
Wintermoon	247.60
WSIB	8,952.66
Yorkshire Valley Farms Ltd.	2,703.17
Employees	34,384.15
Total	\$701,772.71

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FINE MEATS & GAME INC.**

Supplementary Mailing List

Canada Revenue Agency
Department of Justice, Canada Revenue
Agency: Diane Winters
Minister of Finance - Bankruptcy Unit
Office of the Superintendent of Bankruptcy
Thornton Grout Finnigan
Scarfone Hawkins LLP
Sean Kelly



RSM Canada Limited
Licensed Insolvency Trustee

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NOTICE AND STATEMENT OF RECEIVER (SECTION 245(1) AND 246(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*)

In the matter of the receivership of Black Angus Freezer Beef (2005) Ltd. (the “**Company**”).

The receiver gives notice and declares that:

1. On the 18th day of September, 2019, the undersigned RSM Canada Limited was appointed as receiver and manager (the “**Receiver**”) in respect of all of the assets, undertakings and properties of the Company, an insolvent person that is described below:

<u>Description</u>	<u>Amount</u>	<u>Note</u>
Accounts receivable	\$297,024	1
Prepaid expenses	847	1
Security deposits	3,729	1
Due from related parties	460,525	1
Undeposited funds	865	1
Inventory	131,736	2
Capital assets	67,899	1

Note 1: The amounts above reflect the book values recorded on the Company's internal balance sheet as at September 16, 2019.

Note 2: This amount reflects the value of inventory as at May 31, 2018 per the Company's notice to reader financial statements. The Receiver understands that inventory amounts have not been updated in the Company's books and records.

2. The undersigned became a receiver in respect of the Company by virtue of being appointed by order of the Ontario Superior Court of Justice – Commercial List.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 18th day of September, 2019.
4. The following information relates to the receivership:
 - a) Registered Office Address of Black Angus Freezer Beef (2005) Ltd.: 360 Revus Avenue, Unit 10, Mississauga, ON
 - b) Principal line of business of the Company: butcher shop

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- c) The amounts owed by the Company to the creditors who appear to hold a security interest include:

Laurentian Bank of Canada	\$500,000
Mercedes-Benz Financial	unknown

- d) The list of other creditors of the Company and the amount owed to each creditor by the insolvent company is attached hereto. This list has been compiled based on information available or provided to the Receiver, including the books and records of the Company, a search of the Personal Property Registration System and limited enquiries made by the Receiver and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.

- e) The current intended plan of the Receiver, to the extent that such a plan has been determined, is to realize on the assets of the Company.

- f) Contact person for the Receiver:

Colleen Delaney
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 309-8735
Facsimile: (416) 480-2646
E-mail: colleen.delaney@rsmcanada.com

- g) Additional information: A copy of the receivership order is posted on the Receiver's website at <https://rsmcanada.com/black-angus-group>. Other pertinent public information will be posted to this website as that information becomes available.

Dated at Toronto this 27th day of September, 2019.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver and Manager of Black Angus Freezer Beef (2005) Ltd., and not in its personal capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FREEZER BEEF (2005) LTD.

Mailing List

407 ETR	\$69.45
A.J. Lanzarotta	72.41
Allseas Fisheries Corp.	451.62
Ayers Plumbing & Heating	1,339.39
Bayside Refrigeration	2,678.39
Bell-2333(360 Revus)	1,173.31
Cedarlane	8,996.34
Chaga Health & Wellness Inc	600.00
Cookstown Greens	274.00
CRO Quail Farms Inc.	348.00
Cunico Ltd-AP	14,991.07
Diamond Foods	691.00
Dolan Foods Inc.	2,130.18
Don's Bakery of Bala Ltd.	570.48
Erin Refrigeration	5,513.58
Flanagan FoodService	493.52
Gourmet Trading Co.	1,301.96
Hallman Wood Products	1,717.60
Maxwell Auto Inc.	1,427.40
Miller Thomson LLP	5,398.93
Miller Waste Systems Inc	82.95
Mississauga Fire Protection Inc.	281.37
MORROWS PLUMBING & HEATING INC.	1,096.63
National Gourmet Inc	1,131.70
Nella Cutlery	457.41
Newmarket Meat Packers Ltd.	375.00
Northfork Bison Dist Inc	15,519.26
Ontario Harvest Farms Inc.-AP	1,983.08
Palmex Inc.	2,755.94
Ray's Construction LTD	6,989.08
Rogers	158.16
Ryding Regency Meat Packers	2,119.61
St. Anns Foods Inc.	922.38
Staples/Desjardins	1,413.09
The New Zealand Lamb Company Ltd.	1,527.12
The News	966.15
UPS Canada	6.17
Westport Salmon House	371.00
Employees	37296.14
Total	\$125,690.87

RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
BLACK ANGUS FREEZER BEEF (2005) LTD.

Supplementary Mailing List

Canada Revenue Agency
Department of Justice, Canada Revenue
Agency: Diane Winters
Minister of Finance - Bankruptcy Unit
Office of the Superintendent of Bankruptcy
Thornton Grout Finnigan
Scarfone Hawkins LLP
Sean Kelly



RSM Canada Limited
Licensed Insolvency Trustee

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Suite 700, Box 27
Toronto, ON M5H 4C7

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F +1 416 480 2646

www.rsmcanada.com

NOTICE AND STATEMENT OF RECEIVER (SECTION 245(1) AND 246(1) OF THE BANKRUPTCY AND INSOLVENCY ACT (CANADA))

In the matter of the receivership of RSV Investments Inc. (the "**Company**").

The receiver gives notice and declares that:

1. On the 18th day of September, 2019, the undersigned RSM Canada Limited was appointed as receiver and manager (the "**Receiver**") in respect of all of the assets, undertakings and properties of the Company, an insolvent person that is described below:

Due from related parties	\$778,022
Real property	980,874
Prepaid expenses	208

**The amount set out above is the book value recorded on the Company's internal balance sheet as at September 16, 2019.*

2. The undersigned became a receiver in respect of the Company by virtue of being appointed by order of the Ontario Superior Court of Justice – Commercial List.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 18th day of September, 2019.
4. The following information relates to the receivership:
 - a) Registered Office Address of RSV Investments Inc.: 207484 Highway 26, Thornbury, ON N0H 2P0.
 - b) Principal line of business of the Company: Real estate holding company.
 - c) The amounts owed by the Company to the creditors who appear to hold a security interest include:

Laurentian Bank of Canada	\$1,300,000
Miltom Services Limited	250,000

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- d) The list of creditors of the Company and the amount owed to each creditor by the insolvent Company is attached hereto. This list has been compiled based on information available or provided to the Receiver, including the books and records of the Company, a search of the Personal Property Security Registration System and Land Registry and limited enquiries made by the Receiver and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.
- e) The current intended plan of the Receiver, to the extent that such a plan has been determined, is to realize on the assets of the Company.
- f) Contact person for the Receiver:
- Colleen Delaney
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 309-8735
Facsimile: (416) 480-2646
E-mail: colleen.delaney@rsmcanada.com
- g) Additional information: A copy of the receivership order is posted on the Receiver's website at <https://rsmcanada.com/black-angus-group>. Other pertinent public information will be posted to this website as that information becomes available.

Dated at Toronto this 27th day of September, 2019.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver and Manager
of RSV Investments Inc., and not in its personal capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
RSV INVESTMENTS INC.**

Mailing List

Miller Thomson LLP	\$2,028.35
Try Environmental Services Inc	2,768.50
Town of The Blue Mountains	22,514.33
Employees	12,892.01
Total	\$40,203.19

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
RSV INVESTMENTS INC.**

Supplementary Mailing List

Canada Revenue Agency
Department of Justice, Canada Revenue
Agency: Diane Winters
Minister of Finance - Bankruptcy Unit
Office of the Superintendent of Bankruptcy
Thornton Grout Finnigan
Scarfone Hawkins LLP
Sean Kelly



RSM Canada Limited
Licensed Insolvency Trustee

11 King St W
Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

**NOTICE AND STATEMENT OF RECEIVER
(SECTION 245(1) AND 246(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT (CANADA)*)**

In the matter of the receivership of the **Real Property** (defined below) owned by Sean Deer Enterprises Ltd. ("**SD**").

The receiver gives notice and declares that:

1. On the 18th day of September, 2019, the undersigned RSM Canada Limited was appointed as receiver and manager (the "**Receiver**") of the real property municipally known as 21 High Street, Mactier, Ontario, P0H 1H0 (the "**Real Property**"). Information in respect of the Real Property is described below:

Real Property	\$345,280
---------------	-----------

**The amount above reflects the book value recorded on SD's internal balance sheet as at September 26, 2019.*

2. The undersigned became a receiver in respect of the Real Property by virtue of being appointed by order of the Ontario Superior Court of Justice – Commercial List.
3. The undersigned commenced the exercise of its powers in respect of that appointment on the 18th day of September, 2019.
4. The following information relates to the receivership:
 - a) Registered Office Address of SD: 207484 Highway 26, Thornbury, ON N0H 2P0.
 - b) Principal line of business of the Real Property: real estate
 - c) The amounts owed by SD to the creditors who appear to hold a security interest in respect of the Real Property described above include:

Front Desk Ltd.	\$250,000
Laurentian Bank of Canada	600,000
Miltom Services Limited	250,000

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

- d) The list of creditors of SD and the amount owed to each creditor by SD is attached hereto. This list has been compiled based on information available or provided to the Receiver, searches of the Personal Property Security Registration System and Land Registry and limited enquiries made by the Receiver and has not been audited or verified by the Receiver. The fact that persons are receiving this notice or are included on the creditors list does not mean that it has been determined that they are a creditor or that if they are a creditor, that their claim is admitted in the amount set out on that list.
- e) The current intended plan of the Receiver, to the extent that such a plan has been determined, is to market and sell the Real Property.
- f) Contact person for the Receiver:
- Colleen Delaney
RSM Canada Limited
11 King Street West
Suite 700, PO Box 27
Toronto, Ontario M5H 4C7
Telephone: (647) 309-8735
Facsimile: (416) 480-2646
E-mail: colleen.delaney@rsmcanada.com
- g) Additional information: A copy of the receivership order is posted on the Receiver's website at <https://rsmcanada.com/black-angus-group>. Other pertinent public information will be posted to this website as that information becomes available.

Dated at Toronto this 27th day of September, 2019.

RSM CANADA LIMITED

In its capacity as Court Appointed Receiver and Manager of the real property municipally known as 21 High Street, Mactier, ON, and not in its personal capacity



Per: Arif Dhanani, CPA, CA, CIRP, LIT
Vice-President

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
THE REAL PROPERTY MUNICIPALLY KNOWN AS 21 HIGH ST.
MACTIER, ON**

Mailing List

Other Creditors

Collins Barrow SGB LLP	\$380.39
Collus Power Stream	212.83
Hydro One - 0425 (1-21 High)	771.15
Hydro One-3607(Pie 4-21 High)	430.72
Hydro One-3809(22 Muskoka)	6,759.20
Hydro One-7687(RealEstate 21 High)	202.54
Muskoka Lumber	3,025.58
Ray's Construction Ltd	2,619.59
Township of Georgian Bay	6,032.14
Total	\$20,434.14

**RSM CANADA LIMITED
IN THE MATTER OF THE RECEIVERSHIP OF
SEAN DEER ENTERPRISES LTD.**

Supplementary Mailing List

Canada Revenue Agency
Department of Justice, Canada Revenue
Agency: Diane Winters
Minister of Finance - Bankruptcy Unit
Office of the Superintendent of Bankruptcy
Thornton Grout Finnigan
Scarfone Hawkins LLP
Sean Kelly

APPENDIX Q

**In the Matter of the Receivership of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd.,
RSV Investments Inc., and of the real property municipally known as 21 High Street, Mactier, ON
Receiver's Interim Statement of Receipts and Disbursements
For the Period September 18, 2019 to November 15, 2019**

	Black Angus Fine Meats & Game Inc.	Black Angus Freezer Beef (2005) Ltd.	RSV Investments Inc.	21 High Street, MacTier, ON	Combined
Receipts					
Cash on hand	\$ 46,084	\$ 2,218	\$ -	\$ -	\$ 48,302
Transfer from other account	-	12,000	15,000	13,000	40,000
Accounts receivable collections	56,110	4,256	-	-	60,366
Commission from Agent's Sale of Inventory	-	7,710	-	-	7,710
Rental Income	-	-	-	3,935	3,935
HST Collected	-	-	-	512	512
Total receipts	<u>\$ 102,194</u>	<u>\$ 26,185</u>	<u>\$ 15,000</u>	<u>\$ 17,447</u>	<u>\$ 160,826</u>
Disbursements					
Rent	\$ 10,541	\$ -	\$ -	\$ -	\$ 10,541
Outside consulting	6,748	-	-	-	6,748
Possession	253	2,617	1,409	1,429	5,708
Repairs & Maintenance	-	2,750	3,000	4,100	9,850
Utilities	74	2,097	3,029	533	5,733
Insurance	-	1,683	933	966	3,582
Security	-	543	2,289	175	3,007
Property Management	4,066	450	450	450	5,416
Advertising	977	-	-	-	977
HST Paid	2,106	1,256	1,513	873	5,748
PST Paid	-	135	75	75	284
Transfer to other account	40,000	-	-	-	40,000
Receiver's Fees - RSM Canada Limited	-	-	-	-	-
Legal Fees - Thornton Grout Finnigan LLP	-	-	-	-	-
Miscellaneous	366	1,092	1,286	573	3,317
Total Disbursements	<u>\$ 65,130</u>	<u>\$ 12,622</u>	<u>\$ 13,984</u>	<u>\$ 9,173</u>	<u>\$ 100,910</u>
Excess of receipts over disbursements	<u>\$ 37,064</u>	<u>\$ 13,563</u>	<u>\$ 1,016</u>	<u>\$ 8,274</u>	<u>\$ 59,916</u>

This appendix forms part of the First Report of the Receiver of the Black Angus Group and the MacTier Property (as defined in the First Report) and should be reviewed in conjunction with the First Report.

APPENDIX R

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

LAURENTIAN BANK OF CANADA

Applicant

- and -

**RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK
ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.**

Respondents

AFFIDAVIT OF ARIF DHANANI
(Sworn December 3, 2019)

I, **ARIF DHANANI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Vice-President of RSM Canada Limited ("**RSM**") and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.
2. Pursuant to an order of the Court dated September 18, 2019, RSM Canada Limited was appointed receiver and manager (the "**Receiver**"), without security, of all of the

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME
THIS 3rd DAY OF DECEMBER, 2019**



A Commissioner, etc.

**Daniel Raphael Weisz, a Commissioner, etc.,
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021.**



RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

GST/HST: 80784 1440 RT 0001

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re 21 High Street, MacTier, ON
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date October 29, 2019

Client File 7842615/10003

Invoice 1

No. 5815680

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of 21 High Street, MacTier, ON for the period September 18, 2019 to October 15, 2019:

Date	Professional	Description
09/18/2019	Jeff Berger	Review the Receiver's appointment order and attend at the MacTier property to take possession; advise the three tenants of the MacTier property of the receivership and provide all tenants with a copy of the appointment order; review of inventory and assets on site at the MacTier property and discussion with A. Dhanani re same; prepare memo to file re taking possession.
09/19/2019	Usama Emad	Create utility and service account tracking file, with account details such as number, service address and contact details for providers; drafting letters and contacting service providers to notify vendors, such as letters to Canada Revenue Agency re the receivership and new program accounts; Canada Post mail forwarding.
09/20/2019	Usama Emad	Coordinate key exchange for real estate tenant at MacTier location; arrange for Hydro One meter readings and confirmation of same with property manager.
09/23/2019	Usama Emad	Follow up with property manager regarding meter readings at MacTier location.
09/23/2019	Arif Dhanani	Call with C. Delaney and Keyser Mason Ball LLP ("KMB") re Sean Deer Enterprises Ltd. ("Sean Deer"); send email to KMB with Appointment Order.
09/23/2019	Colleen Delaney	Call from KMB, lawyers for minority shareholder in Sean Deer.
09/24/2019	Usama Emad	Confirm meter readings, including details such as units, service addresses and tenant details with Lisa for the property manager's next site visit.
09/25/2019	Colleen Delaney	Call with L. Marshall regarding tenants and hydro meters at MacTier.
09/26/2019	Arif Dhanani	Review of Sean Deer balance sheet and voicemail for L. Williams of Thornton Grout Finnigan LLP ("TGF") requesting call back re Receiver's notice for Sean Deer; call with L. Williams; email to C. Delaney re S. 245/246 Notice; amend notice and send to TGF for comments.
09/26/2019	Usama Emad	Draft letters for property taxes and water account with the Township of Georgian Bay and District of Muskoka; send to C. Delaney to review; discuss

Date	Professional	Description
		various items with C. Delaney, such as inquiry related to tenants residing in each unit, 22 Muskoka service address on file for Hydro One, procedures related to payment of hydro bills, current tenant operations, including those who have been provided keys and access; communicate the history and status of rent payments from each tenant, including last payment, latest invoices and directing that cheques should be picked up from tenants as of October 1, 2019.
09/26/2019	Donna Nishimura	Format and merge from excel spreadsheet to labels for S245 mailing.
09/26/2019	Colleen Delaney	Review Sean Deer's financial statements to confirm that 21 High Street comprises substantially all of its assets and therefore we are required to send a Receiver's Notice; call with J. Berger regarding tenant list and to advise that 21 High Street is the only asset we are Receiver of; emails regarding status of rent.
09/27/2019	Donna Nishimura	Photocopy and prepare for mailing S245 Notice to creditors.
09/27/2019	Anne Baptiste	S245 Notice mailing.
09/27/2019	Arif Dhanani	Finalize S. 245/246 Notice and facilitate release thereof; review of email from C. Delaney re tenants at MacTier and respond to email.
09/27/2019	Colleen Delaney	Emails regarding October, 2019 rent to be billed to third party tenants; review HST issue given RSM Canada Limited is not the Receiver of Sean Deer, only the real property at 21 High St. owned by Sean Deer; receive email from L. Marshall with meter information; request/receive last rent invoices sent to tenants and instruct U. Emad to draft October rent invoices from Receiver; emails from meat agent regarding status of the inventory.
09/28/2019	Colleen Delaney	Call three retail tenants at 21 High St., MacTier to obtain further contact details, explain status and that the Receiver would be issuing them a bill for October and future rent until further notice; summarize above in an email to A. Dhanani; email L. Marshall regarding remaining inventory (non-meat) at 21 High St. and advise that we need a clean out and a professional cleaner to deal with this as soon as possible.
09/29/2019	Colleen Delaney	Review emails, save documentation; draft correspondence.
09/30/2019	Arif Dhanani	Call with T. Schertzer, first mortgagee on 21 High Street and send email to same; review of email from C. Delaney re contact with tenants.
09/30/2019	Colleen Delaney	Calls/emails with L. Marshall regarding coordinating clean out of MacTier location and related fees; calls/emails with B. Wong regarding same; agree on clean up fee to include disposal; calls from parties interested in capital equipment; draft letters and finalize invoices to tenants at MacTier (October rent) and send to A. Dhanani; email L. Marshall regarding hydro meters.
10/01/2019	Colleen Delaney	Finalize and send October rent invoices and letter to the three third party tenants at 21 High St., MacTier, ON; call from Royal LePage and K&B Pizzeria confirming letter and that cheques are being sent; send property tax and water bill notices to the municipality.
10/02/2019	Colleen Delaney	Email M. MacLeod regarding snow plough removal firm recommendations and receive response including noting her interest in leasing out the former Black Angus unit when available; respond to emails from Royal LePage regarding rent; receive unsigned lease from Royal LePage.
10/03/2019	Anne Baptiste	Prepare disbursement cheques.

Date	Professional	Description
10/04/2019	Usama Emad	Follow up, phone and email with contact at Hydro One regarding outstanding inquiry for unit confirmation and follow up regarding additional Hydro One accounts related to the Black Angus companies; provide instructions on all relevant accounts, discuss same with C. Delaney.
10/04/2019	Colleen Delaney	Receive rent cheque and coordinate deposit; respond to email from Hydro One regarding meters at MacTier.
10/05/2019	Colleen Delaney	Review and summarize landlord's obligations under the existing leases.
10/07/2019	Colleen Delaney	Call from third party re goods; email Ace (waste bin company) regarding setting up new account in the Receiver's name.
10/09/2019	Anne Baptiste	Prepare disbursement cheques.
10/10/2019	Colleen Delaney	Respond to email from tenant regarding October rent cheque and follow up on emails; email from party claiming ownership of boat at back of building and forward to J. Berger for follow-up.
10/15/2019	Brenda Wong	Discussion with C. Delaney re clean-up of freezers and email to Richmond Advisory Services (property manager) to proceed.
10/15/2019	Colleen Delaney	Call from account debtor who received the Receiver's demand letter for payment of outstanding account receivable and receive back-up explanation via email; confirm that October rent cheques for two tenants have been re-sent.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	3.20	\$ 395	\$ 1,264.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	9.20	\$ 395	3,634.00
Brenda Wong, CIRP, LIT	Senior Manager	0.10	\$ 395	39.50
Jeffrey K. Berger, CPA, CA	Manager	12.20	\$ 295	3,599.00
Usama Emad, CPA	Senior Associate	4.60	\$ 195	897.00
Anne Baptiste/Donna Nishimura	Estate Administrator	0.80	\$ 110	88.00
Total hours and professional fees		30.10		\$ 9,521.50
HST @ 13%				1,237.80
Total payable				\$ 10,759.30

VISA/MASTERCARD
 Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS
 Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re 21 High Street, MacTier, ON
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date November 6, 2019

Client File 7842615/10003
Invoice DISBURSEMENT 1
No. 5828387

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of 21 High Street, MacTier, ON for the period to October 15, 2019:

Disbursements	
Photocopies	\$ 19.00
Postage	16.53
Total disbursements	35.53
HST @ 13%	4.62
Total payable	\$ 40.15

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

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To RSM Canada Limited, Court-Appointed Receiver
re Black Angus Freezer Beef (2005) Ltd. and
Black Angus Fine Meats & Game Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date October 29, 2019

Client File 7842615/10002

Invoice 1

No. 5815960

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period September 18, 2019 to October 15, 2019:

Date	Professional	Description
09/18/2019	Usama Emad	Travel to client site in Thornbury, remain on standby until the order was issued, entered and released; take possession of Thornbury location; speak with employees regarding receivership and provide them with termination letters; complete employee information forms; provide details on the WEPP program for employee claims; review employee forms and personal property claims; tour premises and gain familiarity with security alarm system, including codes, and contact the security company to change access and codes; contact IT service provider to remove remote access and disable user accounts.
09/18/2019	Colleen Delaney	Emails/call with A. Dhanani regarding an Affidavit filed late last night and our response thereto; drive to site; emails with Richmond Advisory Services ("RAS") regarding coordination of obtaining court order and meeting site representative (D. Lewis) in advance of site attendance; meet D. Lewis to review logistics/requirements and confirm locksmith on standby; attend at site i) meet with employees to advise them of the receivership appointment, shut down of the business and termination of the employees effective immediately; ii) distribute letters, WEPPA information and information forms and explain same; iii) tour premises; iv) gather information; v) notify Canadian Food Inspection Agency ("CFIA")/arrange meeting; vi) retain V. Millar; vii) confirm site secure; viii) deal with customer and employee requests; accept GMC van/keys from Port Credit.
09/18/2019	Brenda Wong	Prepare for taking possession; attend at 360 Revus and take possession, including meeting with employees, email to security company to notify of receivership, review of site and inventory, taking photos, review books and records on site; calls and emails with A. Dhanani and C. Delaney re various matters; inspect computers and data on computers on site; prepare taking possession summary memo.

Date	Professional	Description
09/19/2019	Usama Emad	Taking possession, including confirming changes with alarm company, and IT service provider; create utility and service account tracking file, with account details such as number, service address and contact details for providers; begin drafting letters and contacting service providers to notify vendors, such as Enbridge, Hydro One, Bell, and Rogers; assist with finalizing the Thornbury taking possession memo prepared by C. Delaney; prepare additional correspondence, including letters to Canada Revenue Agency ("CRA") re the receivership and new program accounts, Canada Post mail forwarding and Town of Blue Mountain for property taxes; summarize all company vehicle information, including location, insurance and ownership; prepare summary of employee information forms; obtain financial records and begin taking inventory of books and records.
09/19/2019	Arif Dhanani	Email to S. Zies re perishable items; email to Scarfone Hawkins re removal of perishable fresh and frozen inventory.
09/19/2019	Brenda Wong	Calls with landlord; emails with A. Dhanani and C. Delaney re lease and rent paid, and other outstanding matters to be attended to.
09/19/2019	Colleen Delaney	Meeting/tour with CFIA representative, B. Ksrick and note CFIA requirements to attend on site for removal and destruction of certain items; provide employee letter to A. Dauncy; meeting/tour with meat agent representative S. Zies to assess plan for inventory and removal of consumable perishables; review leases; discussion with V. Millar to prepare final T4's and ROEs; prepare taking possession memo; summarize inventory plan in email to A. Dhanani; summarize Port Credit lease and status of rent; obtain vehicle details/insurance; draft letters to Canada Post and City of Blue Mountain; send MacTier lease to B. Wong; call from Royal LePage re interested clients; complete insurance questionnaire; discussions with A. Dhanani regarding records, counts, letters etc.; discussions with V. Millar re various.
09/20/2019	Usama Emad	Attend at Thornbury for inventory count and removal of fresh inventory; update utility and service tracking file for drafted letters and notification calls made; call Rogers regarding company accounts and services; discuss the same with C. Delaney; update mail forwarding form for Canada Post, for each Black Angus location; update vehicle information tracker, including location; take pictures of all vehicles at the Thornbury location; coordinate obtaining access to 360 Revus location, discuss same with B. Wong and property manager; finalize books and records to be transferred; transfer books, records, financial records and other items, such as point of sales terminals to the Revus location.
09/20/2019	Arif Dhanani	Discussion with B. Wong re Mississauga landlord; email to Thornton Grout Finnigan LLP ("TGF") re S. Kelly attendance at Mississauga and disruption re removal of inventory; conference call with Mississauga landlord and discussion with B. Wong; attend at Mississauga location to meet landlord and perform walk through.
09/20/2019	Colleen Delaney	Meet meat agent and RAS reps to observe inventory count (noting expired product), inspect final and sign off on lists before consumable perishables were removed; respond to requests for information from A. Dhanani and B. Wong; summarize inventory plan and status and confirm freezer count on September 25th; contact CFIA and property manager to request that they attend on site for the September 25th count; calls from Royal LePage re access on September 23rd and CFIA rep regarding removal of posted license;

Date	Professional	Description
		advise B. Wong of large chicken delivery expected at Port Credit today; discussion re missing vehicle; attend to questions from customers; discuss draft ROE's and T4's with V. Millar; coordinate records required at Port Credit and RSM office for next week; discussions with U. Emad and V. Millar regarding the status.
09/20/2019	Brenda Wong	Review 360 Revus lease; review and respond to email from Cairn Group; call with A. Dhanani and S. Henderson; calls and emails with S. Henderson and L. Marshall re landlord to have access to the building and removal of inventory; emails with Cairn Group re security system and emails to RAS re changing access codes; respond to call from former employee; transfer photos to server.
09/22/2019	Colleen Delaney	Review detailed utilities/services schedule by location, confirm what services are required going forward and finalize letters to them with instructions to close existing accounts and that the Receiver has authority over and to open new accounts as required; prepare detailed outstanding of priority items for U. Emad; coordinate documents to be sent to office; review emails.
09/23/2019	Usama Emad	Make inquiry regarding 2009 Sprinter company van; discuss same with C. Delaney; prepare letters for Evalon, Miller Waste and Huronia Alarms; contact IT provider for access to second email account of former employee; coordinate and assist with moving the forklift inside 360 Revus; discuss same with A. Dhanani; change the security alarm codes at 360 Revus and disable the old master code; contact owner of third party trailer located at Thornbury.
09/23/2019	Brenda Wong	Emails with U. Emad re forklift and new security codes for 360 Revus; review property manager report on 360 Revus and email re no inspections and corrections to the report.
09/23/2019	Arif Dhanani	Emails to/from U. Emad re moving items in front of bay door in Mississauga and moving forklift inside premises; call with Mississauga landlord.
09/23/2019	Colleen Delaney	Email U. Emad regarding logistics; email Meat Agent regarding clean-up of meat/storage areas and shut off of freezers once product has been removed; discuss capital assets sales process with J. Berger; hand over cash and cheques from Thornbury location; emails regarding vehicles status, employee letters (several to be sent), government filings; discuss WEPPA requirements; finalize letters to utility companies and cross reference to schedule and invoices; draft Receiver's Notice for Black Angus Fine Meats & Game Inc. ("Fine Meats" or "BAFM") and direct U. Emad regarding payables listings for mailing of notice; update employee schedule; email meat agent regarding freezer inventory count/removal logistics; follow-up with U. Emad regarding remaining letters; discussion with A. Dhanani regarding status, next steps.
09/23/2019	Usama Emad	Supervise V. Millar, former employee retained by the Receiver, on-site; submission of terminated employee ROEs and T4s; finalize listing of books and records, including location of the subject records; finalize A/P listings for each company for Receiver's notices; prepare list of outstanding HST returns for each company.
09/24/2019	Usama Emad	Facilitate change of the master alarm code for 360 Revus location and confirm all other codes; respond to M. Kelly's email and call regarding employee WEPP, personal belongings, and employee loan issue; discuss same with A. Dhanani and C. Delaney; respond to D. Robertson, employee regarding WEPP and personal property; address issue with online orders from customers; disable the online store by contacting the website developer; call

Date	Professional	Description
		with C. Finlayson, regarding details of the website, domain information, hosting services, and access; complete the shutdown of the online store, obtain access to Stripe, the online payment processing platform for the online store; draft memo to A. Dhanani and C. Delaney; obtain quote for clean-up of waste for the Revus location; call with meat agent regarding the receivership and future notices from the Receiver.
09/24/2019	Brenda Wong	Review email from Cairn Group re alarm panel; review emails from S. Henderson re expenses.
09/24/2019	Arif Dhanani	Review of emails from Revus landlord and respond to same; call with potential purchaser of inventory and review email from same, forward email to meat transfer agent; call with TGF re funding receivership and vehicles, forward vehicle summary to TGF; email to Scarfone Hawkins re Revus payment of rent and understanding of Blue Mountain.
09/24/2019	Colleen Delaney	Meeting with A. Dhanani regarding: Receivers' Notices, MacTier leases, recording of commission sales, inventory, etc.; finalize/send letters to utility companies, remaining employees, Canada Revenue Agency, etc.; call/emails with meat agent regarding status of inventory counts and logistics for remaining counts and moving inventory from 3 locations; finalize/send letter to retain V. Millar; emails with U. Emad regarding outstanding items and next steps; review payables listings for 4 companies and update (for Receiver's Notice); gather information for Receivers' Notice; calls from suppliers, unsecured creditors, tenant (Royal LePage) at MacTier; respond to email from M. Kelly who alleges he loaned \$30,000 to Black Angus Fine Meats; email from CFIA regarding future correspondence; compile interested parties list.
09/24/2019	Usama Emad	Assist with completion of the Receiver's notices for the receivership, including finalizing and formatting the list of creditors, including addresses; discuss outstanding HST returns and coordinate the organization of records related to the draft returns.
09/25/2019	Usama Emad	Coordinate tasks for D. Lewis (Property Manager) attendance at the Thornbury location on September 26th, organized through L. Marshall; meeting former employees for personal belongings; meeting rep from Albion Golf Cars for the pickup of third party owned trailer; obtain pictures and details for hydro meter; inventory and test counts, expiry date of fire extinguisher, and review third party claim for art at the Thornbury location; review support of ownership submitted by owner of Albion Golf trailer; draft release form for the golf trailer being picked up.
09/25/2019	Arif Dhanani	Review of voicemail from CFIA A/R department and send same to C. Delaney; call with Ontario Harvest Farms re interest in inventory and forward contact information to meat agent; call with meat agent.
09/25/2019	Colleen Delaney	Call from legal representative from CFIA and advise her of inventory plan and summarize in an email; call from third party goods claimant; calls from customers and suppliers; review documents provided by owner of Golf Trailer and coordinate pick-up; list of outstanding items for U. Emad and V. Millar; calls and emails with meat agent representatives regarding the status of inventory counts, lists, movements, disposal of expired product and clean-up of premises; coordinate all logistics regarding same; discuss payroll with B. Wong; list for D. Lewis when he is on site.

Date	Professional	Description
09/25/2019	Colleen Delaney	Draft Receiver's Notices for four companies; review creditors' lists for all mailings for attachment to Receiver's Notices; revisions to Receiver's Notices; discuss insurance company requirements with D. Weisz and B. Wong; email L. Marshall with instructions regarding patrols required in order to comply with our insurer's requirements; respond to L. Marshall's questions regarding same.
09/25/2019	Usama Emad	Continue assisting with the Receiver's notices for the receivership, updating list of creditors addresses; adding employees and addresses to each creditors listing.
09/26/2019	Arif Dhanani	Emails from/to D. Nishimura re estate key for Ascend for BAFM; amend and send final draft S. 245/246 Notice to TGF for Fine Meats and Black Angus Freezer Beef (2005) Ltd ("Freezer Beef").
09/26/2019	Usama Emad	Provide C. Delaney with information related to the Thornbury police and license plates for the company vehicles (Mercedes and Land Rover); arrange for third party Canadian Linen's to pick up their inventory; draft a release form, send to A. Dhanani to review and coordinate the pickup and removal from 360 Revus; organize details related to vehicle insurance policies.
09/26/2019	Donna Nishimura	Format and merge from excel spreadsheet to labels for S245 mailing.
09/26/2019	Colleen Delaney	Call with meat agent regarding the status of the freezer inventory counts; calls from customers; email L. Marshall with details of patrols required for insurance compliance; receive Mercedes lease and forward to A. Dhanani; calls with Multi-Temp Cleaning (professionals recommended by meat agent) regarding requirements to shut down the fridge and freezer at 360 Revus; emails regarding vehicles to be returned by S. Kelly and J. Anderson and next steps related thereto; call from Canadian Linen with request to pick up their linens and direct U. Emad to follow-up; call from D. Lewis from Thornbury with status (golf trailer picked up, pictures of fire extinguishers taken, etc.) and to discuss when clean-up of non-perishables would occur; email from meat agent with skid count from BAFM.
09/26/2019	Colleen Delaney	Direct U. Emad to obtain addresses for secured creditors for each company and summarize for the mailing; reconcile the companies' payables listing to the creditor list being mailed out with the Receiver's Notices; finalize mailing content and details with D. Nishimura.
09/26/2019	Usama Emad	Update the creditors list for secured creditors, including addresses per the request of C. Delaney.
09/27/2019	Brenda Wong	Review and respond to email from U. Emad to Cairn Group re billing.
09/27/2019	Donna Nishimura	Photocopy and prepare for mailing S245 Notice to creditors.
09/27/2019	Anne Baptiste	Prepare disbursement cheques; post receipts.
09/27/2019	Arif Dhanani	Finalize S. 245/246 Notices and facilitate release thereof; review of letter from counsel to landlord of 360 Revus and email to TGF re same; call with D. Weisz and TGF re response to landlord's counsel; review of email from supplier claiming recall of product and reply thereto.
09/27/2019	Usama Emad	Contact alarm company for Revus to coordinate the changing of the alarm battery, and frequency of billing; supervise during the removal of inventory and garbage from the Revus location, discuss specifics with meat agent; obtain and save 2018 full year payroll records for each of the four companies; contact various cleaning companies to engage a cleaner to clean the fridge at the Revus location; obtain a quote, finalize appointment and discuss the same with

Date	Professional	Description
		C. Delaney; call with J. Harpur (supplier) regarding receivership and shipment to Black Angus for product, including discussing the recall of the shipment; follow up with L. Marshall regarding report from site inspections at Thornbury.
09/27/2019	Colleen Delaney	Prepare detailed to do list for U. Emad; email from Multi-Temp Systems regarding scheduling a technician to shut down the fridge/freezer at 360 Revus on September 30, 2019; emails regarding the status of the vehicles to be returned by S. Kelly and J. Anderson; emails and calls with meat agent representatives advising as to the status of the inventory counts, lists, clean-up, etc., required at the various locations; confirm that the first batch of freezer inventory scheduled to be picked up by meat agent on September 30, 2019 at 9am; advise CFIA representatives, property manager and U. Emad that they are required to be on site September 30, 2019 to observe/sign off on the inventory that is moving; coordinate who is attending at 360 Revus on September 30, 2019 for the professional clean-up of the fridge and freezer and provide contact details to all; confirm packaging counted.
09/27/2019	Colleen Delaney	Emails regarding capital assets list; receive list from meat agent.
09/27/2019	Colleen Delaney	Finalize S.245 Receivers' Notices; draft letter to CRA re HST.
09/28/2019	Colleen Delaney	Email meat agent regarding inventory listings and logistics for September 30, 2019 perishable inventory being moved out of Thornbury; review emails and save key documentation; planning for receivership priorities for week of September 30 th .
09/29/2019	Colleen Delaney	Review emails, save documentation, draft letters; update outstanding lists for staff; detail requirements for perishable inventory being moved from Thornbury on September 30 th .
09/30/2019	Brenda Wong	Discussion with V. Millar re employee claim.
09/30/2019	Usama Emad	Report on the Mercedes van that was delivered to the Thornbury location; report on the missing Homemade trailer from Thornbury, file a report with the police; confirm ownership and arrange for third party claim for art located at Thornbury and have release form signed and reviewed before property is taken; assist with and coordinate the destruction of the packaging material for the processing plant; discuss the moving of inventory with meat agent; organize additional books and records being brought to the RSM offices, such as support for capital assets and all company vehicle files; followed up with property manager on requests tasks and obtained original documents signed by former employees or third party owners of property.
09/30/2019	Arif Dhanani	Review of various emails from C. Delaney and meat agent re status of removal of inventory and cleaning of fridges and freezers.
09/30/2019	Arif Dhanani	Review of TGF letter to counsel for landlord, review Fine Meats bank statements for rent payments, amend letter and send amendments to TGF; review lease for 360 Revus sent by TGF, send lease from books and records and comment on same; review emails from U. Emad and C. Delaney re theft of trailer at Thornbury; call with U. Emad and instructions to call police and provide copy of ownership and insurance documents to police.
09/30/2019	Colleen Delaney	Direct U. Emad regarding missing vehicle; attend at Revus site and deal with issue with cleaners; meet property manager; calls/emails regarding cleaner unable to perform the job; cancel Multi-Temp appointment to turn off refrigeration units; emails and calls with U. Emad and meat agent (both in

Date	Professional	Description
		Thornbury) regarding CFIA requirements on packaging, status of perishable inventory shipments; call with A. Dhanani on various items: rent at Revus, MacTier invoices, capital equipment, etc.; call with meat agent to discuss CFIA requirements regarding destruction of packing with either 461 (BAFM production number) or the federal crown on it and agree that due to large quantities, contact the CFIA lawyer representative who has reached out to us to come up with an efficient solution.
10/01/2019	Arif Dhanani	Emails to/from TGF re letter to Revus landlord's counsel.
10/01/2019	Usama Emad	Coordinate logistics for inventory movement this week, including finalizing a plan for the destruction of packaging on-site at Thornbury; follow up with meat agent to confirm logistics for this week; contact cleaning company to follow up regarding cleaning services required at 360 Revus; supervise the alarm company technician to change the battery of the alarm system at 360 Revus; save all T4s, including summaries and 2018 T4s onto the server; discuss service offering by Huronia Alarms for the Thornbury location with A. Dhanani, including the frequency of billings and inquiring about the balance on the account; contact Huronia Alarms to arrange for a technician to attend at Thornbury on October 2nd regarding the zone sensor issue; make arrangement for the property manager to meet the alarm technician in Thornbury.
10/01/2019	Colleen Delaney	Call CFIA in-house legal (A. Horton) to discuss their requirements for destruction of packaging with Black Angus' production number or the federal crown on it; receive email confirmation as to the process to be followed and CFIA inspector to be present; advise property manager and CFIA inspectors of procedures; discussion with V. Millar regarding entering into a Consulting Contract with the Receiver to assist in our administrative duties; discussion re cleaning requirements; various emails regarding Black Angus inventory taking/moving status; emails from creditors; emails from interested parties and add them to list; meeting with B. Wong regarding the status of the WEPP submissions; insurance requirements at the 3 locations, payroll, WSIB and EHT requirements; coordinate logistics for upcoming inventory counts and shipments - who, when, etc.
10/02/2019	Arif Dhanani	Receipt of email from U. Emad re theft of GMC van and provide instructions to U. Emad; review of vehicle documentation file and emails to/from U. Emad re same; discussion with C. Delaney re status of removal of inventory from Thornbury and installation of camera outside Thornbury.
10/02/2019	Usama Emad	Report on the missing GMC white van; coordinate the reporting of the missing van to the police through D. Lewis (Property Manager), provide D. Lewis all documents and contacts details for the OPP; discuss access to the property parking lot at Thornbury; contact Huronia to request account invoices, and service invoices for the Receiver and the changing of billing frequency; contact IT company (Starport) and request steps on obtaining the IT backup; follow up with Starport via email; provide C. Delaney on list of tasks for the day, including IT backup, HST return update and plan for sales process documents; begin drafting the marketing brochure for Black Angus, and the confidential information memorandum ("CIM"), including exhibits; send drafts for review to J. Berger and C. Delaney; call with Hydro regarding MacTier accounts.

Date	Professional	Description
10/02/2019	Colleen Delaney	Respond to email from CFIA; send updated outstanding items list to U. Emad; discussion with V. Millar regarding consulting contract vs. continued employment with the company and draft contract; calls and emails regarding re-booking of inventory count at Thornbury; calls from interested parties; emails from property manager; letter to Hydro to disconnect meter at Rosseau property (not part of receivership); respond to enquiries from creditors; set up folders/documents for Sales Process; save capital asset listings and email meat agent re missing capital asset listing for MacTier location.
10/03/2019	Anne Baptiste	Prepare disbursement cheques; post receipts.
10/03/2019	Usama Emad	Contact Thornbury alarm company for a quote on a camera installation; follow up with Matt (Starport) regarding QuickBooks backup; coordinate a call with Starport technician to gain remote access to QuickBooks, steps to login and prepare memo to RSM team on how to obtain access going forward; update C. Delaney on status of HST returns; follow up with cleaning company regarding fridge/freezer cleaning at 360 Revus; coordinate the transfer of books and records from Revus to RSM offices; assist with the creation of the control sheet for interested parties for the sales process; format the A/R customer lists so A/R demand letters can be mailed; per C. Delaney's request, follow up on items related to the real estate properties, including property tax bills, 2018 utilities and environmental reports; contact referral for snow removal quote at MacTier.
10/03/2019	Colleen Delaney	Email from lawyer for Canadian Heritage Meats; emails/texts from meat agent regarding status of inventory counts; call from party with claim of goods (knives) on site at Thornbury and instruct regarding proof of ownership required; review inventory lists; calls from unsecured creditors who received the Receiver's Notice; direct U. Emad regarding outstanding items including cleanup of Revus, QuickBooks access, remaining records on site, locate cleaners; status of HST returns; updating interested parties list; coordinate logistics for V. Millar to work out of RSM's offices to complete HST returns and other required filings; draft A/R letter template and instruct U. Emad regarding mailing lists; meet with U. Emad to confirm QuickBooks access from office, accept documents.
10/03/2019	Arif Dhanani	Forward email from Revus landlord re common area fees; discussion with J. Harpur.
10/04/2019	Usama Emad	Follow up with Thornbury alarm for quote on camera installation.
10/04/2019	Brenda Wong	Email to Cairn Group updated emergency contact list.
10/04/2019	Colleen Delaney	Update call with meat agent regarding inventory counts/lists/sales/shipments and go forward logistics; summarize in email to A. Dhanani; email priority items list to U. Emad and follow-up calls/emails to discuss; call regarding rumour that S. Kelly has equipment in storage and is planning to re-open in Port Credit; obtain contact details for 2 storage companies on payables list (paid for by BAFM) to enquire as to who signed the contract for the rental; summarize same in email to A. Dhanani; coordinate set up of V. Millar to work from RSM office - computer, QuickBooks, etc.; discuss plan re receivables letters, professional cleaning required; emails from creditors; discuss status of data room and cash flows by company; update call from G. Nolan regarding wholesale count to be completed on October 7th and comments from CFIA.
10/04/2019	Arif Dhanani	Emails from/to J. Harpur.

Date	Professional	Description
10/05/2019	Colleen Delaney	Review property management and meat agreements for fees, obligations, etc., re cash flow requirements.
10/06/2019	Colleen Delaney	Email from Condo Corp for 360 Revus Rd. advising that Range Rover and fire stand have to be moved by October 9, 2019 due to paving; emails with V. Millar regarding working from RSM starting October 7, 2019; outstanding items list for V. Millar, A. Baptiste; email from meat agent re inventory and forward to A. Dhanani.
10/07/2019	Brenda Wong	Calls and emails with Markham Cold Storage re BAFM product stored in their warehouse and outstanding arrears; call from S. Henderson re paving of parking lot.
10/07/2019	Arif Dhanani	Email to RAS re relocation of Land Rover from Revus parking lot and movement of firewood and cage into facility in order to facilitate request from property manager of 360 Revus re paving of parking lot; call with R. Palleschi re payout and discharge of receiver; emails from/to C. Delaney re Land Rover and vehicle insurance; review of accounts receivable cheques received and complete receipt processing form for same; emails from/to J. Harpur re product allegedly sent to Fine Meats in error.
10/07/2019	Colleen Delaney	Return call to R. Palleschi, lawyer retained to represent S. Kelly regarding refinancing of debt and ending the receivership; calls from creditors; emails from customers and respond; email from party claiming goods on site; coordinate QuickBooks access; call from D. Lewis (property manager) regarding refrigeration issue at Thornbury and contact supplier to ensure he will be paid to fix the issue; discussions with V. Millar regarding Black Angus website, hydro meter issues; email website provider to cancel; provide police report details to A. Dhanani; A/R status (to send letters to); update interested parties list; discussion with B. Wong regarding insurance, vehicles; call and email J. Tertigas of Tert & Ross Ltd. regarding quote for vehicle to be removed from 360 Revus, Mississauga location and moved.
10/08/2019	Brenda Wong	Call to OPP to request copy of police reports for stolen vehicles and advise of potential location of missing vehicles; call to Co-operators to report missing vehicles; emails with RAS re obtaining quote for cleaning of freezers/coolers.
10/08/2019	Arif Dhanani	Review CRA statement of account for source deductions for Fine Meats; review CRA notice of tax deduction, CPP and EI discrepancy for Freezer Beef for tax year 2019; review CRA notice of PIER review for Freezer Beef for 2019 tax year; review CRA notice of assessment for tax year 2019 for Freezer Beef; review CRA notice of assessment for tax year 2018 for Freezer Beef; review CRA notice of tax deduction, CPP and EI discrepancy for Fine Meats for tax year 2019; scan all notices and save to shared drive; review letter from landlord; discussion with L. Williams re letter from landlord, email from Dominion Lending and other matters; review of email from G. Nolan re inventory and respond thereto; review of invoice from Alectra Utilities for 360 Revus, call with and email to Alectra in this regard.
10/08/2019	Arif Dhanani	Review receivable signification letters and discussion with C. Delaney re same.
10/08/2019	Colleen Delaney	Reconcile amounts in A/R demand letters to companies' accounts receivable sub ledger; emails with CFIA and meat agent regarding shipment of frozen inventory on Friday, October 11th; email B. Wong regarding police reports for vehicles and notifying insurance company of same; coordinate logistics with

Date	Professional	Description
		J. Tertigas, L. Marshall and property manager to move the Range Rover from 360 Revus (paving occurring); discuss sales process package with A. Dhanani/J. Berger; direct V. Millar regarding receivables update, vehicles' summary; respond to email from L. Marshall regarding winterization schedule for 3 locations; emails with website manager regarding shutting it down; email from J. Anderson regarding personal items; return calls from creditors; discussions with A. Dhanani; call from WSIB; call HUB re status of insurance values.
10/09/2019	Brenda Wong	Call and email to Co-operators re insurance claim.
10/09/2019	Arif Dhanani	Emails from/to TGF re deer meat supplier, including email of this morning from G. Nolan; discussion with C. Delaney re email from Can-Am Appraiz; review vehicle ownerships and provide additional information to Can-Am Appraiz for VIN searches; review draft letter sent by TGF to Revus landlord's counsel and comment thereon.
10/09/2019	Anne Baptiste	Prepare disbursement cheques; prepare mail merge letters, printing and mailing notice to creditors.
10/09/2019	Colleen Delaney	Call from meat agent with update on the status of inventory shipments from Thornbury and confirming that inventory lists with sales to date will be available October 11, 2019; review email from Can-Am Appraiz regarding vehicle searches; email S. Kelly to advise that VIN search confirms he is the owner of the Volvo S60 at Thornbury and that we will arrange for him to pick it up October 11th; subsequent emails from S. Kelly and respond thereto; email from J. Anderson regarding her personal property at two locations/ respond that we will need an RSM staff member to attend in Thornbury where she claims she has records and we will coordinate the property manager to meet her at MacTier; approve invoices; call from Revus property manager to confirm that Land Rover has been picked up; call from W. Rueger at CRA to confirm notice received and assessments to be sent out; call with HUB re insurance re status; calls from interested parties.
10/10/2019	Daniel Weisz	Review and provide comments re draft letter to landlord.
10/10/2019	Arif Dhanani	Review books and records of Fine Meats regarding order of frozen venison, correspond with TGF in this regard.
10/10/2019	Colleen Delaney	Email to confirm Land Rover delivered to alternate location; instruct D. Lewis to ask S. Kelly to sign receipt for Volvo and not to enter premises; emails regarding QuickBooks access.
10/11/2019	Brenda Wong	Call/email to Co-operators re claim for stolen vehicles; update schedule re location/status of vehicles; call and email to Co-operators broker to notify of receivership; review employee POC and submit information to WEPP.
10/11/2019	Arif Dhanani	Review TGF letter to deer meat supplier; review TGF letter to 360 Revus landlord's counsel and email to TGF re condominium fees number in letter.
10/11/2019	Colleen Delaney	Confirmation from D. Lewis that S. Kelly picked up his Volvo from Thornbury; email S. Kelly regarding Receiver's intention to cancel the car insurance in one week; call from D. Lewis re Ford van won't start; discussion with B. Wong regarding snow plough and cleaning quotes required from RAS; emails regarding October rent cheques, Blue Mountain's indebtedness to BAFM, Blue Mountain's records located in Thornbury; call with A. Dhanani regarding

Date	Professional	Description
		priorities, CIM questions and Thornbury attendances next week; emails regarding CIM parcels.
10/14/2019	Colleen Delaney	Attend at 360 Revus site to retrieve accounts receivable records, check the walk-in cooler; review list of equipment at 360 Revus and Thornbury for inclusion in CIM parcels.
10/15/2019	Brenda Wong	Email with RAS re quote for clean-up of freezers at 360 Revus; review proofs of claim received.
10/15/2019	Colleen Delaney	Discussions with V. Millar regarding accounts receivable follow-up, HST status, records at Thornbury; historical sales numbers; creditor questions etc.; emails and discussions regarding quotes from professional cleaners for freezers/fridges at Port Credit and MacTier; email from meat agent with packing lists for inventory shipped October 11th; call from meat agent regarding schedule for week of October 15th; contact D. Lewis to confirm he is available October 16, 17 and 18; calls from customer who received demand letters; calls from unsecured creditors; emails from unsecured creditors and respond; plan and discuss October 17th attendance in Thornbury.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.20	\$ 525	\$ 105.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	22.90	\$ 395	9,045.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	103.60	\$ 395	40,922.00
Brenda Wong, CIRP, LIT	Senior Manager	13.60	\$ 395	5,372.00
Usama Emad, CPA	Senior Associate	67.60	\$ 195	13,182.00
Anne Baptiste/Donna Nishimura	Estate Administrator	5.00	\$ 110	550.00
Total hours and professional fees		212.90		\$ 69,176.50
HST @ 13%				8,992.95
Total payable				\$ 78,169.45

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
 RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re Black Angus Freezer Beef (2005) Ltd. and
Black Angus Fine Meats & Game Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date November 6, 2019

Client File 7842615/10002
Invoice DISBURSEMENT 1
No. 5828502

Disbursements in connection with RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period to October 15, 2019:

Disbursements	
Travel	\$ 191.63
Photocopies	219.50
Postage	164.05
Total disbursements	575.18
HST @ 13%	74.77
Total payable	\$ 649.95

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
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www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re RSV Investments Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date October 29, 2019

Client File 7842615/10005

Invoice 1

No. 5815737

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. for the period September 18, 2019 to October 15, 2019:

Date	Professional	Description
09/19/2019	Usama Emad	Create utility and service account tracking file, with account details such as number, service address and contact details for providers; draft letters and contact service providers to notify vendors, including Canada Revenue Agency ("CRA") re the receivership and new program accounts and Canada Post for mail forwarding.
09/25/2019	Brenda Wong	Review cash and cheques brought back from Thornbury and email to A. Dhanani re same.
09/26/2019	Arif Dhanani	Amend S. 245/246 Notice and send to Thornton Grout Finnigan LLP for comments.
09/26/2019	Donna Nishimura	Format and merge from excel spreadsheet to labels for S245 mailing.
09/27/2019	Donna Nishimura	Photocopy and prepare for mailing S245 Notice to creditors.
09/27/2019	Anne Baptiste	S245 Notice mailing; prepare disbursement cheques accruals.
09/27/2019	Arif Dhanani	Finalize S. 245/246 Notice and facilitate release thereof.
09/29/2019	Colleen Delaney	Review emails, save documentation.
09/30/2019	Brenda Wong	Emails and call with C. Delaney re RAS quote for clean-up.
10/01/2019	Colleen Delaney	Call from Huronia Alarm regarding alarm going off in Thornbury; calls with L. Marshall (property manager) and direct her to call the police; police request for property manager to meet them on site; follow-up emails regarding status, police check and confirmation that there was no break-in, appears to be wind-related; discussion regarding security alarm coding; email from Huronia Alarm regarding alarm system follow-up; review and save documentation regarding possession and status.
10/02/2019	Colleen Delaney	Report re missing GMC van from property manager; send ownership and insurance; coordinate logistics re installation of security camera; discussion with property manager in security zones; email A. Dhanani regarding Mercedes on site and analysis of lease - re equity therein.

Date	Professional	Description
10/03/2019	Anne Baptiste	Prepare disbursement cheques.
10/03/2019	Colleen Delaney	Return call to Tyre Environmental; email from and respond to Mercedes regarding confirmation that we have the vehicle and what next steps are.
10/08/2019	Arif Dhanani	Review CRA notices of assessment for HST; review CRA notice of reassessment for HST; scan notices for shared drive.
10/09/2019	Anne Baptiste	Prepare disbursement cheques.
10/10/2019	Colleen Delaney	Obtain and approve quote for security camera to be installed.
10/11/2019	Brenda Wong	Review proof of claim and submit employee information to Wage Earner Protection Program.
10/15/2019	Colleen Delaney	Email response to unsecured creditor and receive reply; email J. Anderson regarding logistics to pick up her personal belongings from Thornbury.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	1.20	\$ 395	\$ 474.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	3.20	\$ 395	1,264.00
Brenda Wong, CIRP, LIT	Senior Manager	0.40	\$ 395	158.00
Usama Emad, CPA	Senior Associate	1.00	\$ 195	195.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.20	\$ 110	132.00
Total hours and professional fees		<u>7.00</u>		\$ 2,223.00
HST @ 13%				288.99
Total payable				\$ 2,511.99

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

GST/HST: 80784 1440 RT 0001

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re RSV Investments Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date November 6, 2019

Client File 7842615/10005
Invoice DISBURSEMENT 1
No. 5828468

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of RSV Investments Inc. for the period to October 15, 2019:

Disbursements	
Photocopies	\$ 16.00
Postage	13.92
Mileage	565.40
Meals	173.70
Hotel	303.45
Total disbursements	1,072.47
HST @ 13%	139.42
Total payable	\$1,211.89

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



GST/HST: 80784 1440 RT 0001

RSM CANADA LIMITED
Licensed Insolvency Trustee
11 King St W, Suite 700, Box 27
Toronto, ON M5H 4C7

T +1 416 480 0160
F +1 416 480 2646

www.rsmcanada.com

To RSM Canada Limited, Court-Appointed Receiver
re Black Angus Freezer Beef (2005) Ltd., Black Angus Fine
Meats & Game Inc., RSV Inc. and the property
municipally known as 21 High Street in MacTier, ON
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date October 29, 2019

Client File 7842615/10004

Invoice 1

No. 5816509

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period September 18, 2019 to October 15, 2019:

Date	Professional	Description
09/18/2019	Arif Dhanani	Review affidavit of S. Kelly and call with C. Delaney in this regard; attend in Court re obtaining receivership order; call with L. Williams of Thornton Grout Finnigan LLP ("TGF"); responding to questions and concerns of staff re taking possession; call with C. Corcoran re receipt of receivership order; call with M. Plante of Laurentian Bank of Canada ("LBC"); call to Black Angus insurance broker and leave message for same; call to Richmond Advisory Services ("RAS") re attendance at properties to provide access to meat transfer agent; call with meat transfer agent re sign off on agreement; review emails circulated by TGF; call with L. Williams.
09/18/2019	Donna Nishimura	Format and print termination letters.
09/18/2019	Daniel Weisz	Discussion with A. Dhanani re today's court application; L. Marshall re issuance of court order and email to team members; discussion with A. Dhanani re court attendance; review court order and endorsement of the court; review emails re financing letter sent and discussion with A. Dhanani on same.
09/19/2019	Arif Dhanani	Call with Dan Lawrie Insurance Brokers and send copy of Appointment Order to same; emails to/from TGF re granting access to S. Kelly to update books and records and conference call with TGF and Scarfone Hawkins in this regard; emails to/from D. Weisz re bank letters to be sent out; emails to/from RSM staff re utilities, inventory counts and removal of same.
09/19/2019	Donna Nishimura	Email/fax letters with Court Order to 6 banks to freeze accounts.

Date	Professional	Description
09/19/2019	Daniel Weisz	Review emails; review draft email to debtors' counsel and provide comments re same; update and finalize letters to banks re freezing of accounts or identification of accounts.
09/20/2019	Brenda Wong	Review mail redirection forms and email to U. Emad re required corrections; call to S. Bonomo re insurance; dealing with Canada Post re mail redirection; email to L. Marshall re setting up regular inspections for Thornbury and MacTier; prepare draft property management agreement; review and file emails.
09/20/2019	Arif Dhanani	Instructions to RSM Marketing to set up Receiver's website; emails to/from and calls with Property Manager re various matters, including forklift issue; emails to/from TGF re Scarfone Hawkins and lack of responsiveness.
09/20/2019	Daniel Weisz	Discussion with A. Dhanani on various matters, review emails, letter to LBC re request to open trust accounts in the name of the Receiver; discussion with A. Dhanani re status at Revus; discussion with B. Wong re status at Revus; discussion with B. Wong re court order and email to L. Williams on same; discussion with A. Dhanani re his attendance at Revus; review and respond to email from LBC re opening of bank accounts.
09/23/2019	Brenda Wong	Review/respond to emails re various matters; review changes and comments re draft property management agreement; review vendor information for S245 mailing; prepare WEPP worksheet and send to V. Millar to complete; call to HUB International Insurance Brokers ("HUB") to request property and liability cover for one month and emails re same.
09/23/2019	Arif Dhanani	Discussion with C. Delaney re priorities; discussion with J. Berger re asset sale package; finalize draft property management agreement and send same to TGF; review of IT services agreement with Starport, call with Starport, track changes on agreement and send to TGF for comments; review of Meridian term sheet, discussion with D. Weisz re same and conference call with TGF and D. Weisz.
09/23/2019	Daniel Weisz	Review draft property management agreement and provide comments; review commitment letter and discuss same with A. Dhanani including conference call with L. Williams, P. Fesharaki and A. Dhanani re same.
09/24/2019	Brenda Wong	Review emails from RAS; review emails re HST and banking; complete HUB Receiver insurance questionnaire and send form and photos to HUB, review emails from HUB re coverage and site inspections; discussions/emails with C. Delaney re frequency of site inspections and need to check fire extinguishers.
09/24/2019	Arif Dhanani	Email to TD Bank re lack of response to September 19, 2019 letter to freeze accounts; review email from B. Wong re allocation of expenses amongst companies and respond thereto; email from U. Emad re completion of outstanding HST returns and respond thereto; review of utility letters to be sent to suppliers and approve same; email to TGF to request leases from S. Kelly for 3 tenants at MacTier property; email to U. Emad re website, disabling of on-line ordering and reasons for retention of party claiming to be website developer; call with legal counsel for CIBC re no bank accounts in the name of the companies at CIBC; draft and respond to email from TGF to be sent to Scarfone Hawkins with respect to Meridian term sheet; email to and meet with LBC to sign forms and open bank accounts; review email from Scotiabank re no accounts.

Date	Professional	Description
09/24/2019	Daniel Weisz	Review emails; review TGF draft email to Scarfone Hawkins and discussion with A. Dhanani on same; review email from LBC and discussion with A. Dhanani on same; conference call with LBC regarding opening of bank accounts; review banking documents and meet with LBC and A. Dhanani re same.
09/24/2019	Donna Nishimura	Send out A/P letters via fax/email re Appointment Order and enclosing same.
09/24/2019	Arif Dhanani	Review of emails from Revus landlord and respond to same; email to TD Bank re lack of response to September 19, 2019 letter to freeze accounts; call with potential purchaser of inventory and review email from same, forward email to meat transfer agent; call with TGF re funding receivership and vehicles, forward vehicle summary to TGF.
09/25/2019	Brenda Wong	Review PPSA and PIN searches and summarize creditors with charges; meet with D. Weisz to discuss changes to property management agreement, make additional changes and send to RAS to review; review preliminary WEPP spreadsheet.
09/25/2019	Arif Dhanani	Email to R. Shaparga re questions on forms to fill out and call with same; review acknowledgement for pickup of trailer sent by U. Emad and amend same; sign off on remaining bank forms to open account at LBC; facilitate finalization of property management agreement with B. Wong; review and sign acknowledgments and directions re registration of receivership order on title of MacTier and Thornbury properties; review notices and statements of receiver for companies and amend same.
09/25/2019	Daniel Weisz	Complete banking forms and discussion with A. Dhanani on same; review TGF comments re property management agreement including discussion with P. Fesharaki re same and update agreement with B. Wong.
09/25/2019	Donna Nishimura	Order 4 Ascend licenses.
09/26/2019	Arif Dhanani	Attend to receivership administration, including email to team to book time in separate codes, by company; emails to/from C. Delaney re receivership notices for all companies; emails from/to LBC re opening of bank accounts; review of email from Scarfone Hawkins re update of books and records for companies and return of vehicles and send email to TGF in this regard; review of response from TGF to Scarfone Hawkins' email.
09/26/2019	Brenda Wong	Review emails re new bank accounts set up and email to LBC to request additional information; prepare paperwork for processing of disbursements.
09/27/2019	Brenda Wong	Call to LBC re set-up of new accounts; review disbursements to be paid; arrange for deposit of cheques obtained upon taking possession on September 18 and transfer of balance of retainer; review back-up information provided by V. Millar and discussion with V. Millar re same and additional information needed; review emails re arranging for cleaning of coolers; review email from RAS re property management fees; review cash requirements and cash on hand and arrange for transfer of funds to fund disbursements.
09/27/2019	Arif Dhanani	Email to TD Bank re response required to letter to freeze bank accounts; discussion with TD Bankruptcy Department and send email to same; call with V. Millar re books and records, obtain copies of GL's for RSV, Freezer Beef and Fine Meats, emails from/to Scarfone Hawkins in this regard.
09/27/2019	Daniel Weisz	Review BIA notices and email to A. Dhanani re same; review draft email to counsel to the debtors and provide comments to TGF; conference call with

Date	Professional	Description
		L. Williams and A. Dhanani re request for accounting records and correspondence from Revus' landlord lawyer.
09/27/2019	Anne Baptiste	Notice mailing; prepare disbursement cheques; post receipts.
09/30/2019	Donna Nishimura	Count coins, prepare deposit slips and deposit at the bank.
09/30/2019	Brenda Wong	Arrange for posting of S245 reports on web page and fax reports and court order to the Official Receiver; arrange for deposit of cheques for funding of disbursements; review WEPP worksheet calculations and supporting documents; review email from broker advising that Economical is cancelling the policy; email to HUB re questions on winterization.
09/30/2019	Arif Dhanani	Update call with LBC and TGF; email to C. Delaney and J. Berger re funding and sales package; finalize changes to agreement with IT services provider and send to same; responding to calls and emails from parties interested in assets; call with first mortgagee of Rosseau property and respond to questions regarding Receiver's sale process for real estate and capital assets.
10/01/2019	Arif Dhanani	Opening mail received for companies; scan bill for Rosseau property in the name of Fine Meats and send to TGF to advise debtor's counsel that service will be shut off by Receiver; meet with C. Delaney to discuss cash flows for funding, sales strategy and various issues relating to the receivership administration; call with J. Berger re set up of sales package; review of email forwarded by C. Delaney re life insurance and respond to C. Delaney re same; review of changes made by Starport re IT Services Agreement and respond thereto, finalize agreement, execute and send to Starport.
10/01/2019	Brenda Wong	Review V. Millar responses to questions on payroll and update WEPP worksheet; calculate priority claims for WEPP.
10/01/2019	Colleen Delaney	Meeting with A. Dhanani regarding approach to sales process, budgets for each company, status of inventory lists; summarize approach in email to J. Berger and A. Dhanani; outstanding items list for U. Emad, V. Millar, J. Berger.
10/02/2019	Brenda Wong	Discussion with A. Mehta re property management fees and draft agreement, make changes to agreement and forward to D. Weisz and A. Dhanani; review WEPP worksheet and prepare forms and letters for mailing.
10/02/2019	Daniel Weisz	Review emails re status of various matters; discussion with B. Wong re property management agreement status; discussion with A. Dhanani on various matters.
10/02/2019	Arif Dhanani	Review of agreement for contract services for V. Millar, discussion with C. Delaney re same and sign contract; call with TGF re Volvo, status of engagement and WIP to date.
10/02/2019	Colleen Delaney	Set up data room folders and instruct U. Emad regarding documents required to populate; discuss sales package with J. Berger; respond to questions regarding Receiver's mailing list; discussion regarding insurance requirements.
10/03/2019	Daniel Weisz	Review and sign property management agreement and discussion with A. Dhanani and B. Wong re same; review and sign cheque.
10/03/2019	Donna Nishimura	Insert names and address in WEPP letter; input information and claim amounts in proofs of claim.
10/03/2019	Anne Baptiste	Prepare disbursement cheques; post receipts.

Date	Professional	Description
10/03/2019	Colleen Delaney	Call with S. Metcalfe of Colliers regarding contacts in the meat industry and send follow up email; update interested parties list; set up template for the Receiver's budget; discuss sales process status with J. Berger.
10/03/2019	Arif Dhanani	Call with C. Yamashita of Scarfone Hawkins to advise of non-response to TGF emails.
10/04/2019	Usama Emad	Per C. Delaney's request, draft the cash flow worksheet to be used for budgeting and obtaining lending for all four companies.
10/04/2019	Daniel Weisz	Review and sign cheques.
10/04/2019	Brenda Wong	Email to RAS re executed property management agreement and invoicing; review email correspondence; finalize WEPP letters; review and sign disbursement cheques.
10/04/2019	Donna Nishimura	Prepare labels and send out WEPP letter with proof of claim.
10/07/2019	Brenda Wong	Call from employee with questions on proof of claim form.
10/07/2019	Daniel Weisz	Review and update summary of activities.
10/07/2019	Arif Dhanani	Meet with V. Millar to discuss Black Angus operations and potential location of stolen vehicles; call with TGF re call with R. Pelleschi and discussion with Scarfone Hawkins.
10/08/2019	Brenda Wong	Emails and call with RAS re obtaining quotes for cleaners.
10/08/2019	Arif Dhanani	Open mail for companies and review same; review letter from HSBC Bank Canada re no accounts in the debtors names; discussion with C. Delaney re sale package and email to C. Delaney and J. Berger re same.
10/09/2019	Brenda Wong	Update schedule and estimate of cash requirements.
10/09/2019	Arif Dhanani	Review of email from C. Delaney re J. Anderson personal belongings and respond thereto; review of email exchange between S. Kelly and C. Delaney re Volvo; review marketing brochure and comment thereon; review Confidential Information Memorandum ("CIM") and comment thereon; draft confidentiality agreement.
10/09/2019	Colleen Delaney	Review and edit draft CIM; review and edit draft marketing brochure; discuss insurance values/requirements with T. Thompson of HUB; review cash flow requirements schedule for borrowing purposes.
10/10/2019	Daniel Weisz	Review and sign cheques.
10/10/2019	Arif Dhanani	Discussion with and email to RSM Corporate Finance group regarding food industry contacts to add to list of interested parties.
10/10/2019	Jeff Berger	Review and edit the Receiver's CIM; discussion with C. Delaney re same.
10/10/2019	Colleen Delaney	Emails from interested parties and add to list; review CIM and provide comments and further revisions thereto; emails regarding next draft of CIM; review cash flows, comments thereon; discussions with J. Berger and A. Dhanani regarding next steps.
10/11/2019	Daniel Weisz	Review draft CIM, confidentiality agreement and marketing brochure and provide comments to A. Dhanani.
10/11/2019	Brenda Wong	Review and respond to emails from C. Delaney re questions on the cash flow and telephone discussion re same.
10/11/2019	Arif Dhanani	Emails to/from S. Kelly re books and records of other companies and trailer contents; emails to/from TGF re various matters; call with C. Delaney re

Date	Professional	Description
		priorities and attendance in Thornbury; discussions with V. Millar re books and records; finalizing marketing materials and confidentiality agreement and send same to TGF and LBC for comments.
10/11/2019	Colleen Delaney	Review draft CIM; confirm to A. Dhanani that equipment lessors on PPSA were noted on Receiver's Notice as may have a security interest and that they were sent a copy of the Notice; emails and discussions regarding combined cash flows by entity and information to add; discuss logistics for next week re S. Kelly's request to retrieve records related to other entities (not in receivership) and J. Anderson's request to retrieve personal effects.
10/15/2019	Otto Cheung	Manage compilation of target list of potential purchasers from Corporate Finance database contacts.
10/15/2019	Brenda Wong	Discussion with V. Millar re historical utility costs; update the cash flow.
10/15/2019	Miranda Li	Compilation of target list of potential purchasers from Corporate Finance database contacts, including industry and private equity contacts.
10/15/2019	Carol Zou	Compilation of target list of potential purchasers from Corporate Finance database contacts, including industry and private equity contacts.
10/15/2019	Colleen Delaney	Meeting with A. Dhanani regarding status of CIM, marketing brochure and priority list; update CIM parcel lists adding photos, logo, etc.; review final draft CIM and marketing brochure; discussions regarding cash flow budget; calls from interested parties and add to list; additional interested party details to A. Dhanani; call with Starpoint regarding QuickBooks for other companies owned by Debtor and email access.
10/15/2019	Arif Dhanani	Discussions with TGF re frozen venison supplier; emails to/from S. Kelly re removal of books and records of other companies; make adjustments to marketing brochure and CIM and finalize same; update potential purchasers tracking schedule; email marketing brochure to potential purchasers; coordinate admin assistance for mailing marketing brochure to parties for whom the Receiver does not have email addresses.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	12.60	\$ 525	\$ 6,615.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	46.90	\$ 395	18,525.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	10.20	\$ 395	4,029.00
Brenda Wong, CIRP, LIT	Senior Manager	21.10	\$ 395	8,334.50
Otto Cheung, CFA, FCSI	Director	2.30	\$ 350	805.00
Jeffrey K. Berger, CPA, CA	Manager	2.60	\$ 295	767.00
Miranda Li	Senior Associate	5.10	\$ 250	1,275.00
Usama Emad, CPA	Senior Associate	1.10	\$ 195	214.50
Carol Zou	Intern	2.50	\$ 150	375.00
Anne Baptiste/Donna Nishimura	Estate Administrator	5.90	\$ 110	649.00
Total hours and professional fees		110.30		\$ 41,589.50
HST @ 13%				5,406.64
Total payable				\$ 46,996.14

VISA/MASTERCARD

Payments can be made by calling the Accounts Receivable Department at 647.726.0483.

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
 RSM Canada Limited

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME
THIS 3rd DAY OF DECEMBER, 2019**



A Commissioner, etc.

*Daniel Raphael Welsz, a Commissioner, etc.
Province of Ontario, for RSM Canada LLP
and RSM Canada Limited.
Expires January 5, 2021*

In the Matter of the Receivership of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd.,
 RSV Investments Inc., and of the real property municipally known as 21 High Street, Mactier, ON
 Summary of Receiver's Fees

For the Period September 18 to October 15, 2019

Invoice Date	Period	Hours	Fees	Disbursements	HST	Total	Average Hourly Rate
21 High Street							
	September 18 to October 15, 2019	30.1	\$ 9,521.50	\$ 35.53	\$ 1,243.42	\$ 10,800.45	\$ 316.33
		30.1	\$ 9,521.50	\$ 35.53	\$ 1,243.42	\$ 10,800.45	\$ 316.33
Black Angus Fine Meats & Game Inc. & Black Angus Freezer Beef (2005) Ltd.							
	September 18 to October 15, 2019	212.9	\$ 69,176.50	\$ 575.18	\$ 9,067.72	\$ 78,819.40	\$ 324.92
		212.9	\$ 69,176.50	\$ 575.18	\$ 9,067.72	\$ 78,819.40	\$ 324.92
RSV Investments Inc.							
	September 18 to October 15, 2019	7.0	\$ 2,223.00	\$ 1,072.47	\$ 428.41	\$ 3,723.88	\$ 317.57
		7.0	\$ 2,223.00	\$ 1,072.47	\$ 428.41	\$ 3,723.88	\$ 317.57
COMBINED							
	September 18 to October 15, 2019	110.3	\$ 41,589.50	\$ -	\$ 5,406.64	\$ 46,996.14	\$ 377.06
		110.3	\$ 41,589.50	\$ -	\$ 5,406.64	\$ 46,996.14	\$ 377.06
	Total	353.3	\$ 122,510.50	\$ 1,683.18	\$ 16,146.19	\$ 140,339.87	\$ 346.76

APPENDIX S

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended

B E T W E E N:

LAURENTIAN BANK OF CANADA

Applicant

- and -

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD.,
BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.

Respondents

AFFIDAVIT OF PUYA FESHARAKI
(Sworn December 3, 2019)

I, PUYA FESHARAKI, of the City of Toronto, in the Province of Ontario, MAKE
OATH AND SAY AS FOLLOWS:

1. I am an associate with Thornton Grout Finnigan LLP (“TGF”), counsel for RSM Canada Limited in its capacity as Court-appointed Receiver (the “**Receiver**”) of the Respondents in these proceedings (the “**Receivership Proceedings**”). As such, I have knowledge of the matters to which I hereinafter depose, except where stated to be on information and belief, and where so stated, I verily believe it to be true.
2. Attached hereto as Exhibit “A” are copies of the bills of costs (the “**Bills of Costs**”) issued to the Receiver by TGF for fees and disbursements incurred by TGF in the course of these Receivership Proceedings for the period from September 19, 2019 to November 15, 2019 (the “**Fee Approval Period**”).

3. As evidenced by the Bills of Costs attached at Exhibit "A", in the course of the Fee Approval Period, TGF counsel and law clerks have expended a total of 107.8 hours in connection with these Receivership Proceedings, and have incurred CAD \$59,765.00 in fees, CAD \$1,391.48 in disbursements and CAD \$7,917.63 in taxes, for a total of CAD \$69,074.11.

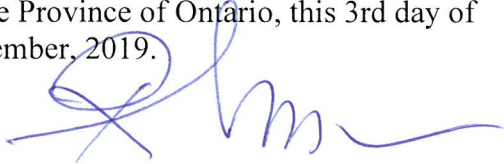
4. Attached hereto as Exhibit "B" is a schedule summarizing the Bills of Costs and the total billable hours charged.

5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call, where applicable, and billing rates of each of the TGF professionals who acted for the Receiver during the Fee Approval Period.

6. To the best of my knowledge, the rates charged by TGF in the course of these Receivership Proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees and disbursements incurred by TGF on this matter are reasonable and appropriate in the circumstances.

7. This Affidavit is sworn in support of a motion, *inter alia*, approving TGF's fees and disbursements incurred in respect of the Receivership Proceedings during the Fee Approval Period.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 3rd day of
December, 2019.



Commissioner for Taking Affidavits, etc.



PUYA FESHARAKI

Roxana Gabriela Manea, a Commissioner, etc.,
Province of Ontario, for
Thomson Grouit Finnigan LLP,
Barristers and Solicitors.
Expires June 5, 2021.

Exhibit "A"

Court File No.: CV-19-626953-00CL

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

**IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43,
as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985,
c. B-3, as amended**

B E T W E E N:

LAURENTIAN BANK OF CANADA

Applicant

- and -

**RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK ANGUS
FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.**

Respondents

**FIRST BILL OF COSTS OF THE SOLICITORS
TO THE COURT APPOINTED RECEIVER AND MANAGER**

For the period ending October 31, 2019

Sep-19-19	Emails in respect of proposed restructuring; telephone call with A. Dhanani regarding sale of inventory; emails regarding same; emails and discussions in respect of access to books and records; discuss same with A. Dhanani; conference call with debtors' counsel; emails regarding access to cell phones; emails regarding vehicles owned by the debtors; emails and telephone call in respect of lease of Revus property; emails regarding payment of bookkeeper;	3.80	LMW
	Telephone call with Scarfone Hawkins and RSM to discuss facilitating access to information and records at premises; emails requesting compliance by debtor and next steps in receivership proceedings;	1.40	PF
Sep-20-19	Emails and telephone calls in respect of Revus location; emails with creditors; emails in respect of lack of response from counsel; telephone calls with Receiver regarding outstanding issues;	2.40	LMW
	Telephone call with RSM to discuss facilitating access to premises; telephone call with Landlord at Revus Property to discuss Receiver accessing premises;	0.50	PF
	Review email correspondence on file from first mortgagee (Front Desk); review receiver's website for the proceedings; email to P.	0.30	RGM

	Fesharaki regarding application materials to be posted on receiver's website; provide ShareFile link with Application Record and Supplemental Application Record to be uploaded on RSM's website; emails from and to P. Fesharaki regarding same;		
Sep-23-19	Emails regarding registration of Order on title; emails in respect of cars owned by debtors; telephone call with A. Dhanahi; telephone call from and emails with counsel to debtors; review proposed commitment letter; emails and conference call with the Receiver;	2.70	LMW
	Update emails in respect of receiver's activities; emails about expiring PPSA registrations;	3.90	PF
	Emails from P. Fesharaki, C. Corcoran and Brent Barrett regarding renewal of PPSA registrations; review PPSA searches on file conducted in August 2019 and confirm all 6 registrations were renewed in 2017, with a current expiry date of October 29, 2027; email to group regarding same and attaching current PPSA searches;	0.60	RGM
	Follow-up email to L. Williams seeking instructions for registration of Receivership Order on title; emails to and from L. Williams regarding receiver's address for notice in the Application to Register Order and representative signing the Acknowledgement; email and instructions to real estate counsel to effect registrations; receive and review draft Applications to Register Order (x2) and Acknowledgements (x2); emails with real estate law clerk requesting revisions; receive and review revised applications; circulate to P. Fesharaki and L. Williams to be provided to RSM for signature;	1.10	RGM
Sep-24-19	Review and revise email in respect of commitment issues; emails in respect of Revus lease; telephone calls with the Receiver in respect of outstanding issues; discuss same with P. Fesharaki; emails in respect of unreturned vehicles;	2.20	LMW
	Draft detailed email to Scarfone Hawkins regarding information requests;	1.00	PF
Sep-25-19	Emails regarding property management agreement;	0.10	LMW
	Review of property management agreement and emails in respect of same; emails in respect of registering Order on title;	2.30	PF
	Receive signed acknowledgements regarding registration of Receivership Order on title and provide to real estate clerk with instructions;	0.10	RGM
Sep-26-19	Emails regarding return of vehicles; emails and discussions regarding request for books and records; review and revise email to counsel; emails regarding registration of Order;	0.90	LMW
	Review IT Agreement and Statement of Work and provide comments thereon; emails to Scarfone Hawkins about continued lack of	2.80	PF

	cooperation; review Receivers' s.245 notices;		
	Email from real estate clerk regarding filed application to register Receivership Order on title; review filed instruments; diarize post-certification search date; forward applications to P. Fesharaki and L. Williams;	0.20	RGM
Sep-27-19	Emails in respect of response to borrowers' counsel; emails regarding vehicles; emails and discussions regarding requests from borrowers; letter from Revus landlord; discussion regarding same; telephone call with the Receiver; emails in respect of return of vehicles; emails and discussions in respect of financial information requested by borrowers; emails regarding rent payment; telephone call from creditor;	2.00	LMW
	Emails in respect of return of vehicles and information and documentation requests;	1.80	PF
Sep-30-19	Emails in respect of theft of trailer; emails in respect of rent payments; review and revise letter to landlord; emails in respect of Coldwater location; emails regarding cancellation of insurance; conference call with the Bank and RSM in respect of status and next steps;	2.70	LMW
	Finalize letter to landord; finalize chronology letter; emails in respect of both of foregoing; office conference with L. Williams to discuss next steps; emails in respect of Hydro One statements;	7.20	PF
	Instructions from P. Fesharaki regarding subsearch of 1461 and 1551 Upper Big Chute Rd, Coldwater; obtain PIN for 1551 Upper Big Chute and review same; email to P. Fesharaki regarding number corporation owner and second PIN for 1461 Upper Big Chute; further instructions from P. Fesharaki and attend to corporate search with respect to number corporation owner of 1551 Upper Big Chute property; provide corporate profile report to P. Fesharaki;	0.30	RGM
Oct-01-19	Emails in respect of payment of bills for other companies;	0.10	LMW
	Letter to Revus Property landlord's counsel; emails to A. Dhanani in respect of foregoing; emails to A. Dhanani in respect of taking matters relating to taking possession of real properties; emails to Scarfone Hawkins in respect of service costs; draft chronology letter to Scarfone Hawkins;	3.30	PF
Oct-02-19	Telephone call with A. Dhanani regarding status of outstanding issues; emails regarding vehicle ownership;	0.50	LMW
Oct-03-19	Emails regarding outstanding issues; telephone call with A. Dhanani; telephone call from Revus landlord; discuss same with P. Fesharaki;	0.50	LMW
Oct-07-19	Telephone call with A. Dhanani; emails in respect of change in counsel and new proposed refinancing;	0.40	LMW

	Finalize Chronology letter; emails in respect of Scarfone Hawkins removing themselves from motion;	0.60	PF
	Attend to post-receivership BIA searches (x4) with respect to RSV, Black Angus Entities and Sean Deer Enterprises; retrieve and review results; review receiver's website for the proceedings and retrieve various S. 245 and 246 BIA Receiver's Notices dated September 27;	0.50	RGM
Oct-08-19	Telephone call from new counsel to S. Kelly; letter from Revus landlord; telephone call with A. Dhanani; emails regarding possible refinancing; emails regarding inventory issues;	1.40	LMW
	Review email chain with meats supplier alleging mistaken delivery of products; comments to A. Dhanani in respect of same;	2.30	PF
Oct-09-19	Emails in respect of supplier issues; discuss same with P. Fesharaki; draft letter to Revus landlord; emails regarding same;	1.10	LMW
	Further review of documentation relating to alleged mistaken delivery; draft letter response to supplier and finalize same per comments from A. Dhanani;	2.30	PF
Oct-10-19	Emails regarding letter to landlord; review and revise letter regarding deer inventory; discuss same with Receiver; review further review and revise letter regarding deer inventory;	1.20	LMW
	Finalize and deliver letter to deer meat supplier;	0.50	PF
	Instructions from P. Fesharaki regarding correspondence to venison supplier; assemble attachments to letter; send correspondence to J. Harpur (Les Viandes de la Petite-nation Inc.);	0.30	RGM
Oct-11-19	Emails in respect of venison transaction; emails regarding return of Volvo; emails in respect of requests made by S. Kelly; emails regarding position to be taken in respect of S. Kelly in sale process;	0.80	LMW
	Further letter to Revus Property landlord; emails with A. Dhanani and D. Weisz in respect of same; further emails to A. Dhanani regarding deer meat supplier;	1.90	PF
Oct-14-19	Review CIM, Teaser and Confidentiality Agreement; canvas 'market terms'; provide comments in respect of all of foregoing;	3.10	PF
Oct-15-19	Discuss sales package with P. Fesharaki; emails in respect of books and records;	0.40	LMW
	Finalize comments on RSM sales process materials; discussion with A. Dhanani about response to deer supplier;	1.40	PF
	Attend to updated PIN searches post-filing of Receivership Order to assess whether application to register has been certified on title; email	0.20	RGM

to P. Fesharaki and L. Williams regarding same;

Oct-16-19	Emails in respect of return of wood cages and ownership of trademark;	0.20	LMW
	Emails in respect of firewood cages; review terms of leases in respect of same and opine on supplier's claim; emails in respect of intellectual property rights of debtors;	1.30	PF
	Instructions from P. Fesharaki regarding trade-mark searches and attend to same regarding "Black Angus" and debtor names; email to P. Fesharaki regarding same and use of logo and design at common law;	0.70	RGM
Oct-17-19	Emails in respect of sale package; telephone call from A. Dhanani;	0.80	LMW
	Review terms of proposed changes to NDA by prospective bidder; finalize terms with such party;	1.10	PF
Oct-18-19	Numerous emails from S. Kelly; emails with the Receiver regarding same; letter from Revus landlord; emails regarding same; revise letter to landlord and revise letter to S. Kelly; emails regarding same;	1.40	LMW
	Review further revisions to NDA from prospective bidders; further letter to Revus Property's landlord's lawyer; draft letter to S. Kelly regarding his various claims;	1.90	PF
Oct-19-19	Emails from S. Kelly; emails with Receiver; emails regarding letter to landlord;	0.20	LMW
Oct-20-19	Send response to landlord's lawyer;	0.20	PF
Oct-21-19	Emails from S. Kelly; emails with RSM in respect of issues raised by Kelly; emails regarding Artisan Farms; review and revise letter to S. Kelly; emails regarding same;	1.10	LMW
	Emails from S. Kelly alleging improprieties on part of receiver; emails from A. Dhanani in response to S. Kelly's allegations;	3.80	PF
Oct-22-19	Emails in respect of letter to S. Kelly; emails in respect of draft environmental report; review same; review final letter to S. Kelly; emails with C. Corcoran;	0.60	LMW
	Finalize letter to S. Kelly; review environmental report in advance of sharing same with S. Kelly; update call to C. Corcoran;	2.40	PF
Oct-23-19	Several emails from S. Kelly; emails regarding sales process; emails with the Receiver; emails with former counsel to the debtors; review Notice of Motion regarding same; emails regarding possible new location at Craighleith; letter from landlord; emails regarding same;	1.10	LMW
	Emails about further claims by S. Kelly relating to ownership of certain property;	0.40	PF

	Review email from landlord, discuss next steps with A. Dhanani; review Mercedes Benz Lease and opine on same;	1.20	PF
Oct-24-19	Emails in respect of sale of assets;	0.20	LMW
	Prepare for and hold telephone call with landlord's lawyer; subsequent call with A. Dhanani to discuss next steps; emails with A. Dhanani about application record;	1.20	PF
	Request from P. Fesharaki re application materials to be provided to receiver for web page, review materials uploaded in ShareFile and create new link;	0.20	RGM
Oct-25-19	Emails from S. Kelly; emails with the Receiver regarding issues raised; emails in respect of assets taken from property; emails in respect of Kelly's new location; review cease and desist letter;	0.70	LMW
	Draft cease and desist letter to S. Kelly; emails with Premium Brands counsel regarding Confidentiality Agreement;	0.70	PF
Oct-26-19	Emails from S. Kelly; emails with Receiver regarding issues raised by S. Kelly;	0.20	LMW
	Emails from S. Kelly in respect of J. Anderson's personal property and WEPPA claims;	0.30	PF
Oct-28-19	Emails in respect of outstanding issues; telephone call with A. Dhanani regarding same; emails regarding issues in sales process; emails regarding stolen equipment; emails regarding return of personal assets;	0.80	LMW
	Emails and telephone conversation with prospective bidder about terms of confidentiality agreement; update emails to Receiver about position regarding same;	0.40	PF
Oct-29-19	Emails regarding Non-Disclosure Agreements; emails regarding status;	0.20	LMW
	Telephone call with Premium Brands' counsel regarding Confidentiality Agreement; update A. Dhanani on same; confirm terms in Confidentiality Agreement are market;	0.50	PF

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	30.70	23,025.00
Puya Fesharaki	51.70	23,265.00
Roxana Manea (Law Clerk)	4.50	1,125.00
TOTAL FEE HEREIN		\$47,415.00
HST on Fees		<u>\$6,163.95</u>

Total Fees and HST **\$53,578.95**

Disbursements:

Computer Research	\$60.80
Fee for searches/registrations	\$101.18
Photocopies	\$107.25
Photocopies - Colour	\$21.90
Binding	\$15.98
Telephone	\$10.62
Teranet Document Retrieval	\$3.00
Teranet Property Search	\$65.45
Disbursements for searches/registrations*	\$96.00
Teranet Property Search*	\$26.80
Fees of Owens, Wright LLP	\$709.70
Non-Taxable Disb. of Owens, Wright LLP*	\$128.80
Conference Calls	\$12.00
Bankruptcy searches	<u>\$32.00</u>

Total Taxable Disbursements	\$1,139.88
HST on Disbursements	\$148.18
Total Non-Taxable Disbursements	<u>\$251.60</u>

Total Disbursements and HST **\$1,539.66**

Total Fees, Disbursements & HST **\$55,118.61**

OUR ACCOUNT HEREIN **\$55,118.61**

We hereby waive notice of the time and place of the taxation of this bill.

ThorntonGroutFinnigan LLP



Per: Leanne Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt

Matter No. 2028-001

Invoice No. 34134

Date: Nov 29/19

Terms. Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6.00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

LAURENTIAN BANK OF CANADA and Applicant

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF
(2005) LTD., BLACK ANGUS FINE MEATS & GAME INC. and
SEAN DEER ENTERPRISES LTD.

Respondents

Court File No.: CV-19-626953-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

FIRST BILL OF COSTS OF THE SOLICITORS
TO THE COURT APPOINTED RECEIVER AND MANAGER

Thornton Grout Finnigan LLP
Toronto-Dominion Centre
100 Wellington Street West
Suite 3200, P.O. Box 329
Toronto, ON M5K 1K7
Fax: 416-304-1313

Leanne M. Williams (LSO# 41877E)
Tel: 416-304-0060
Email: lwilliams@tgf.ca

Puya J. Fesharaki (LSO# 70588L)
Tel: 416-304-7979
Email: pfesharaki@tgf.ca

Lawyers for RSM Canada Ltd. (Court-Appointed Receiver)

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

BETWEEN:

LAURENTIAN BANK OF CANADA

Applicant

- and --

**RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK ANGUS
FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.**

Respondents

**SECOND BILL OF COSTS OF THE SOLICITORS
TO THE COURT APPOINTED RECEIVER AND MANAGER**

For the period ending November 15, 2019

Nov-04-19	Emails regarding Non-Disclosure Agreements; emails regarding call with the Bank;	0.20	LMW
	Emails to A. Dhanani in respect of Pillers NDA; telephone call with A. Dhanani to discuss next steps with sales process;	1.20	PF
Nov-05-19	Emails in respect of letter to S. Kelly and amendments to sales package; emails regarding stolen assets;	0.30	LMW
Nov-06-19	Emails in respect of status of Craigleith; review and revise letter to S. Kelly; emails in respect of next steps and securing of assets; review revised letter; telephone call with A. Dhanahi regarding status of sales process;	1.50	LMW
	Cease and desist letter to S. Kelly;	1.80	PF
Nov-07-19	Emails in respect of letter to S. Kelly; attend conference call with the Receiver and the Bank; discuss guarantees with P. Fesharaki;	1.90	LMW
	Letter to S. Kelly about personal assets;	0.50	PF
	Telephone call with C. Corcoran and RSM to discuss partial	0.60	PF

	discharge and next steps in respect of same;		
Nov-08-19	Emails in respect of severance of Thornbury property; emails with C. Corcoran in respect of Anderson guarantee; discuss severance of Thornbury property with P. Fesharaki; emails regarding same; telephone call with A. Dhanani;	1.10	LMW
	Office conference with T. Markovic in respect of guarantee claims; multiple emails and calls in respect of partial severance of Thornbury Property;	2.10	PF
	Obtain Instrument GY169506 for P. Fesharaki;	0.20	GO
	Review and consider detailed internal email from P. Fesharaki regarding guarantee claims;	0.30	RGM
Nov-10-19	Emails regarding severance;	0.10	LMW
	Emails to J. Grad in respect of Anderson PINs;	0.30	PF
Nov-11-19	Emails and telephone call with J. Grad in respect of severance of property; emails in respect of revised CIM; emails in respect of claim; emails in respect of power of sale proceedings over severed property; emails regarding amounts outstanding to mortgagees;	1.70	LMW
	Emails with RSM in respect of S. Kelly accusations;	0.50	PF
Nov-12-19	Email from S. Kelly; emails in respect of position taken by S. Kelly; emails in respect of severed property and power of sale; briefly review Trademark Act regarding actions of S. Kelly;	0.90	LMW
	Multiple discussions with J. Grad in respect of terms of Notices of Power of Sale;	0.60	PF
Nov-13-19	Emails from S. Kelly; emails with the Receiver in respect of issues raised; emails in respect of claims against guarantors; emails regarding power of sale proceeding; telephone call with A. Dhanani regarding emails from S. Kelly and sale process;	0.70	LMW
	Emails from S. Kelly; discussions with A. Dhanani regarding points laid out therein; draft letter response to S. Kelly;	2.20	PF
	Email from T. Markovik requesting copies of guarantees for claims; assemble and provide same;	0.30	RGM
Nov-14-19	Emails in respect of amounts owing to mortgagees;	0.10	LMW
Nov-15-19	Emails from S. Kelly and discussions with the Receiver in respect of same; telephone calls with the Receiver in respect of sale process and results thereof;	1.80	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	10.30	7,725.00
Puya Fesharaki	9.80	4,410.00
Gail Oxtoby (Law Clerk)	0.20	65.00
Roxana Manea (Law Clerk)	0.60	150.00
TOTAL FEE HEREIN		\$12,350.00
HST on Fees		<u>\$1,605.50</u>

Total Fees and HST **\$13,955.50**

OUR ACCOUNT HEREIN **\$13,955.50**

We hereby waive notice of the time and place of the taxation of this bill.

Thornton Grout Finnigan LLP

Per:  Leanne M. Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt
Matter No. 2028-001
Invoice No. 34146
Date: Dec 02/19

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

LAURENTIAN BANK OF CANADA

- and -

RSV INVESTMENTS INC., BLACK ANGUS FREEZER BEEF (2005) LTD., BLACK ANGUS FINE MEATS & GAME INC. and SEAN DEER ENTERPRISES LTD.

Applicant

Respondents

Court File No. CV-19-626953-00CL

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

Proceedings commenced at Toronto, Ontario

**SECOND BILL OF COSTS OF THE SOLICITORS
TO THE COURT APPOINTED RECEIVER AND MANAGER**

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca

Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

Exhibit "B"

Summary of total professional fees by invoice for the period:

September 19, 2019 to November 15, 2019

Invoice #	Period of Service	Total Hours	Fees	Disb.	HST	Total (Fees, HST, Disb.)	Average Hourly Rate
1st Bill of Costs	For period ended Oct. 31, 2019	86.9	\$ 47,415.00	\$ 1,391.48	\$ 6,312.13	\$ 55,118.61	\$ 545.63
2nd Bill of Costs	For period ended Nov. 15, 2019	20.9	\$ 12,350.00	\$ -	\$ 1,605.50	\$ 13,955.50	\$ 590.91
TOTAL		107.8	\$ 59,765.00	\$ 1,391.48	\$ 7,917.63	\$ 69,074.11	\$ 554.41

Exhibit "C"

Summary of total professional fees by position - period:

September 19, 2019 to November 15, 2019

Legal Professional	Position	Year of Call	Rate/hour 2019	Hours Billed
Leanne M. Williams	Partner	1999	\$ 750.00	41.00
Puya Fesharaki	Associate	2015	\$ 450.00	61.50
Roxana Manea	Law clerk	N/A	\$ 250.00	5.10
Gail Oxtoby	Law clerk	N/A	\$ 325.00	0.20
Total				107.80

*reflects discounted rate

IN THE MATTER OF Section 101 of the *Courts of Justice Act*, R.S.O. 1990 c.C.43, as amended, and in the matter of Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended

LAURENTIAN BANK OF CANADA

Applicant

- and -

RSV INVESTMENTS INC., et al.

Respondents

Court File No.: CV-19-626953-00CL

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

Proceedings commenced at Toronto, Ontario

**AFFIDAVIT OF PUYA FESHARAKI
(Sworn December 3, 2019)**

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
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Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca

Tel: (416) 304-7979

Lawyers for the Court-appointed Receiver

CONFIDENTIAL APPENDIX 1

[Redacted]

CONFIDENTIAL APPENDIX 2

[Redacted]

CONFIDENTIAL APPENDIX 3

[Redacted]

CONFIDENTIAL APPENDIX 4

[Redacted]