

This is **Exhibit "U"**, referred to in the
Affidavit of Christopher Corcoran,
sworn before me
this 9th day of September, 2019.



A Commissioner for taking Affidavits, etc.





Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Canadian Pacific Tower
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) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

RSV Investments Inc.
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Sean Kelly (Director)

Dear Sirs:

Re: Indebtedness of RSV Investments Inc. (“RSV”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above captioned matter.

We refer to the credit facilities made available by the Bank to RSV (the “**Credit Facilities**”) pursuant to an offer of financing dated December 10, 2013, as amended from time to time (as amended, the “**Offer of Financing**”), and the Forbearance Agreement between RSV, Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd., on one hand, and the Bank, on the other hand, dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). RSV is in default of the terms of the Offer of Financing and the terms of the Forbearance Agreement. The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, RSV is indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

On behalf of the Bank, we hereby demand payment from you of the Indebtedness, namely the sum of CAD \$1,196,893.88, together with interest thereon and all costs, including all legal, consultant and other agent fees and disbursements, incurred by the Bank to the date of payment. Interest accrues on the Indebtedness at a rate that varies with the Bank’s Prime Rate, based on daily fluctuations in the Indebtedness. As at today’s date, interest is accruing in the amount of \$190.58 per day.

In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.



Thornton Grout Finnigan LLP

2.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent hereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'Puya Fesharaki', written over a light blue horizontal line.

Puya Fesharaki

pf/rgm

Encl.

cc: *Laurentian Bank of Canada (via Email)*
Black Angus Fine Meats & Game Inc., as guarantor
Black Angus Freezer Beef (2005) Inc., as guarantor
Sean Kelly, as guarantor
Jennifer Anderson, as guarantor

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: 
Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: RSV Investments Inc. (the “Borrower”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Borrower described below:

- (a) all present and after-acquired real and personal property of the Borrower; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of:

- (a) a General Security Agreement dated November 4, 2009; and
- (b) a Charge/Mortgage in the principal amount of \$2,085,000 registered on April 11, 2013 in the Land Registry Office for the Land Titles Division of Grey (LRO #16) as Instrument No. GY76894 as subsequently amended by Notice registered on October 10, 2017 as Instrument No. GY145035, on title to the property municipally known as 207484 Highway 26, Thornbury, Ontario, and more specifically described as: PIN37129-0074(LT): PT LT 36 CON 11 COLLINGWOOD PT 1-4 16R3221; PT RDAL BTN LT 36 AND LT 37 COLLINGWOOD PT 5-7 16R3221 CLOSED BY R102245; THE BLUE MOUNTAINS,

(collectively, the “**Security**”).


3. The total amount of the indebtedness secured by the Security is, as at June 20, 2019, CAD \$1,196,893.88, plus accruing interest and costs incurred by or charged to the Bank.

4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Borrower consents to an earlier enforcement.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: Laurentian Bank of Canada (the “Bank”)

FROM: RSV Investments Inc. (the “Borrower”)

The Borrower acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Borrower hereby consents to the immediate enforcement by the Bank of the security held by it from the Borrower, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Borrower.

DATED at _____ this _____ day of _____, 2019.

RSV INVESTMENTS INC.

Per: _____
Name:
Title:

I have the authority to bind the Borrower.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

Canadian Pacific Tower
Toronto-Dominion Centre
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T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Black Angus Fine Meats & Game Inc.
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Sean Kelly (Director)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Freezer Beef (2005) Ltd. (“Freezer”) and RSV Investments Inc. (“RSV” and, together with Freezer, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above captioned matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between yourselves, the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, RSV is indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated November 4, 2009 in the principal amount of CAD \$500,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$500,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.

In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'P Fesharaki', with a long horizontal flourish extending to the right.

Puya Fesharaki
pf/rgm

Encl.

cc: *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: 

Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Black Angus Fine Meats & Game Inc. (the “Borrower”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Borrower described below:
 - (a) all present and after-acquired real and personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated November 4, 2009 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is, as at June 20, 2019, CAD \$500,000, plus accruing interest and costs incurred by or charged to the Bank.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Borrower consents to an earlier enforcement.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: Laurentian Bank of Canada (the “Bank”)

FROM: Black Angus Fine Meats & Game Inc. (the “Borrower”)

The Borrower acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Borrower hereby consents to the immediate enforcement by the Bank of the security held by it from the Borrower, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against the Borrower.

DATED at _____ this _____ day of _____, 2019.

BLACK ANGUS FINE MEATS & GAME INC.

Per: _____
Name:
Title:

I have the authority to bind the Borrower.

June 21, 2019

VIA REGISTERED MAIL

Black Angus Freezer Beef (2005) Ltd.
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Sean Kelly (Director & Officer)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc. (“Fine Meats”) and RSV Investments Inc. (“RSV” and, together with Fine Meats, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above captioned matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between yourselves, the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, RSV is indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to your guarantee of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated November 4, 2009 in the principal amount of CAD \$500,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$500,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.

In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

We also enclose at this time a Notice of Intention to Enforce Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) together with a Consent thereto. If you consent to the Bank enforcing its rights and remedies without further delay, please date and execute one copy of the Consent attached to the enclosed Notice of Intention to Enforce Security and return same to the undersigned by email forthwith.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'P Fesharaki'.

Puya Fesharaki
pf/rgm

Encl.

cc: *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

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Laurentian Bank of Canada

PAR: _____
Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Black Angus Freezer Beef (2005) Ltd. (the “Borrower”)

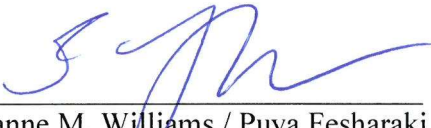
Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Borrower described below:
 - (a) all present and after-acquired real and personal property of the Borrower; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a General Security Agreement dated November 4, 2009 (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is, as at June 20, 2019, CAD \$500,000, plus accruing interest and costs incurred by or charged to the Bank.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Borrower consents to an earlier enforcement.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: Laurentian Bank of Canada (the "Bank")

FROM: Black Angus Freezer Beef (2005) Ltd. (the "Borrower")

The Borrower acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Borrower hereby consents to the immediate enforcement by the Bank of the security held by it from the Borrower, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against the Borrower.

DATED at _____ this _____ day of _____, 2019.

BLACK ANGUS FREEZER BEEF (2005) LTD.

Per: _____

Name:

Title:

I have the authority to bind the Borrower.



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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Toronto-Dominion Centre
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Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Sean Deer Enterprises Ltd.
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Jennifer M. Anderson (Director & Officer)
Sean T. Kelly (Director & Officer)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. and RSV Investments Inc. (collectively, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to Sean Deer Enterprises Ltd.’s guarantee of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated November 13, 2018 in the principal amount of CAD \$600,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$600,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.

We also enclose herewith a Notice of Intention to Enforce Security delivered to you in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

Yours truly,

Thornton Grout Finnigan LLP



Puya Fesharaki
PJF/rm

Encl.

cc. *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

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(NO OF DAYS)

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Capital		1 022 760.00 \$
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Balance due as at June 20, 2019 **1 196 893.88 \$**

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Laurentian Bank of Canada

PAR: _____
Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Sean Deer Enterprises Ltd. (the “Debtor”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Debtor described below:
 - (a) real property of the Debtor municipally known as 21 High St., Mactier, Ontario; and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Charge/Mortgage in the principal amount of \$600,000 registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of Muskoka (LRO #35) as Instrument No. MT206545, on title to the property municipally known as 21 High St., Mactier, and 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 “**Security**”).
3. The total amount of the indebtedness secured by the Security is CAD \$600,000, plus accruing interest and costs incurred by or charged to the Bank.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044

Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7



Thornton Grout Finnigan LLP
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T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Blue Mountain Fine Foods Corp.
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Sean T. Kelly (Director & Officer)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. and RSV Investments Inc. (collectively, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to the guarantee granted by Blue Mountain Fine Foods Corp. of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated August 31, 2018 in the principal amount of CAD \$750,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$750,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.



Thornton Grout Finnigan LLP

2.

We also enclose herewith a Notice of Intention to Enforce Security delivered to you in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'Puya Fesharaki', with a long horizontal flourish extending to the right.

Puya Fesharaki
PJF/rm

Encl.

cc. *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: 

Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Blue Mountain Fine Foods Corp. (the “Debtor”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Debtor described below:

- (a) real property of the Debtor municipally known as Unit 10, 360 Revus Avenue, Mississauga, Ontario; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a Charge/Mortgage in the principal amount of \$750,000 registered on August 31, 2018 in the Land Registry Office for the Land Titles Division of Peel (LRO #43) as Instrument No. PR3374605, on title to the property municipally known as Unit 10, 360 Revus Avenue, Mississauga, and more specifically described as: PIN19374-0010 (LT), UNIT 10, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 374, PT LT 13 CON 2 S DUNDAS ST (TWP TORONTO), PT 1 43R17438, MORE FULLY DESCRIBED IN SCHEDULE ‘A’ OF DECLARATION LT1106175; CITY OF MISSISSAUGA (the “**Security**”).

3. The total amount of the indebtedness secured by the Security is CAD \$750,000, plus accruing interest and costs incurred by or charged to the Bank.

4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044

Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7



Thornton Grout Finnigan LLP
RESTRUCTURING + LITIGATION

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

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Tara Food Products Limited
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Jennifer M. Anderson (Director & Officer)
Sean T. Kelly (Director & Officer)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. and RSV Investments Inc. (collectively, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to the guarantee granted by Tara Food Products Limited of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated November 13, 2018 in the principal amount of CAD \$600,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$600,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.

We also enclose herewith a Notice of Intention to Enforce Security delivered to you in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

Yours truly,

Thornton Grout Finnigan LLP

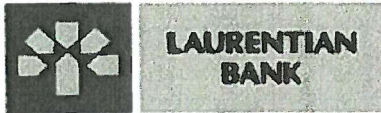


Puya Fesharaki
PJF/rm

Encl.

cc. *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
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Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

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Laurentian Bank of Canada

PAR: 
Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Tara Food Products Limited (the “Debtor”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Debtor described below:

- (a) real property of the Debtor municipally known as 1346A Lake Joseph Rd., Seguin, Ontario; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a Charge/Mortgage in the principal amount of \$600,000 registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of Parry Sound (LRO #42) as Instrument No. GB116931, on title to the property municipally known as 1346A Lake Joseph Rd., Seguin, more specifically described as: PIN52192-0590 (LT): PT LT 34-35 CON 10 HUMPHREY PT 4 TO 6 42R5507; S/T RO97854; SEGUIN (the “**Security**”).

3. The total amount of the indebtedness secured by the Security is CAD \$600,000, plus accruing interest and costs incurred by or charged to the Bank.

4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044

Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7



Thornton Grout Finnigan LLP
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Suite 3200, P.O. Box 329
Toronto, ON Canada M5K 1K7
T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

2506698 Ontario Ltd.
o/a Black Angus Fine Meats and Game Muskoka
207484 Highway 26
Thornbury, ON N0H 2P0

Attention: Jennifer M. Anderson (Director & Officer)
Sean T. Kelly (Director & Officer)

Dear Sirs:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd. and RSV Investments Inc. (collectively, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above-noted matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to 2506698 Ontario Ltd.’s guarantee of the Borrowers’ obligations to the Bank pursuant to a written corporate guarantee dated November 13, 2018 in the principal amount of CAD \$600,000 (the “**Guarantee**”). Your obligations under the Guarantee are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantee of CAD \$600,000 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP


2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantee is CAD \$190.58 per day.

We also enclose herewith a Notice of Intention to Enforce Security delivered to you in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada). In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amount set out herein.

Yours truly,

Thornton Grout Finnigan LLP


Puya Fesharaki
PJF/rm

Encl.

cc. *Laurentian Bank of Canada (Via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
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Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

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Laurentian Bank of Canada

PAR: 
Christopher Corcoran, Manager - Special Loans

E. & O.E.

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

**TO: 2506698 Ontario Ltd. o/a Black Angus Fine Meats and Game Muskoka
(the “Debtor”)**

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of the Debtor described below:

- (a) real property of the Debtor municipally known as 1151 Hwy 141, Rosseau, Ontario; and
- (b) all proceeds of the foregoing collateral.

2. The security that is to be enforced is in the form of a Charge/Mortgage in the principal amount of \$600,000 registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of Parry Sound (LRO #42) as Instrument No. GB116931, on title to the property municipally known as 1151 Hwy 141, Rosseau, more specifically described as: PIN52199-0565 (LT): PT LT 15 E/S PARRY SOUND RD PL 163 AS IN RO185043; SEGUIN (the “**Security**”).

3. The total amount of the indebtedness secured by the Security is CAD \$600,000, plus accruing interest and costs incurred by or charged to the Bank.

4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent.

Dated at Toronto, Ontario, this 21st day of June, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per:



Leanne M. Williams / Puya Fesharaki
File No. 1082-044

Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7



Thornton Grout Finnigan LLP
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T 416.304.1616 F 416.304.1313

Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Mr. Sean Kelly
397387 11th Line
Thornbury, ON N0H 2P0

Mr. Sean Kelly
207484 Highway 26
Thornbury, ON N0H 2P0

Dear Sir:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc. (“Fine Meats”), Black Angus Freezer Beef (2005) Ltd. (“Freezer”) and RSV Investments Inc. (“RSV” and, collectively with Fine Meats and Freezer, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above captioned matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to your unlimited guarantee of RSV’s obligations to the Bank pursuant to a written personal guarantee dated April 4, 2013, and your unlimited guarantee of Fine Meats’ and Freezer’s obligations to the Bank pursuant to a written personal guarantee dated August 2, 2017 (the “**Guarantees**”). Your obligations under the Guarantees are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantees of CAD \$1,196,893.88 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantees is CAD \$190.58 per day.

In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'P Fesharaki', written over a light blue horizontal line.

Puya Fesharaki
pf/rgm

Encl.

cc. *Laurentian Bank of Canada (via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

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Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$
Balance due as at June 20, 2019		1 196 893.88 \$

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Laurentian Bank of Canada

PAR: 
Christopher Corcoran, Manager - Special Loans

E. & O.E.



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Puya Fesharaki
T: (416) 304-7979
E: pfesharaki@tgf.ca
File No. 1082-044

June 21, 2019

VIA REGISTERED MAIL

Ms. Jennifer Anderson
397387 11th Line
Thornbury, ON N0H 2P0

Ms. Jennifer Anderson
207484 Highway 26 West, R.R. #1
Thornbury, ON N0H 2P0

Dear Madam:

Re: Your guarantee of the Indebtedness of Black Angus Fine Meats & Game Inc. (“Fine Meats”), Black Angus Freezer Beef (2005) Ltd. (“Freezer”) and RSV Investments Inc. (“RSV” and, collectively with Fine Meats and Freezer, the “Borrowers”) to Laurentian Bank of Canada (the “Bank”)

We are counsel to the Bank with respect to the above captioned matter.

We refer to the credit facilities made available by the Bank to the Borrowers pursuant to an offer of financing dated December 10, 2013, as amended from time to time, and the Forbearance Agreement between the Borrowers and the Bank dated August 31, 2018, as amended and extended by forbearance amending agreements dated November 12, 2018, January 9, 2019 and, most recently, February 21, 2019 (collectively, the “**Forbearance Agreement**”). The Forbearance Deadline, as defined in the Forbearance Agreement, has passed. As at June 20, 2019, the Borrowers are indebted to the Bank in the amount of CAD \$1,196,893.88 (the “**Indebtedness**”), as detailed in Schedule “A” attached hereto.

We also refer to your unlimited guarantee of RSV’s obligations to the Bank pursuant to a written personal guarantee dated August 28, 2017, and your unlimited guarantee of Fine Meats’ and Freezer’s obligations to the Bank pursuant to a written personal guarantee dated August 31, 2018 (the “**Guarantees**”). Your obligations under the Guarantees are payable on demand.

We have, on this date, issued demands for payment to the Borrowers. On behalf of the Bank, we hereby demand payment from you on account of the Guarantees of CAD \$1,196,893.88 in respect of the Indebtedness, together with interest thereon and costs incurred by the Bank to the date of payment, including all legal, consultant and other agent fees and disbursements.



Thornton Grout Finnigan LLP

2.

The amount that is accruing with respect to your obligations to the Bank under the Guarantees is CAD \$190.58 per day.

In the event that you fail to pay the sum indicated by **12:00 p.m. on July 2, 2019**, the Bank shall pursue its remedies against you and will take whatever steps it deems appropriate to seek repayment of the amounts set out herein.

Yours truly,

Thornton Grout Finnigan LLP

A handwritten signature in blue ink, appearing to read 'P. Fesharaki', with a long horizontal flourish extending to the right.

Puya Fesharaki
pf/rgm

Encl.

cc. *Laurentian Bank of Canada (via Email)*

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
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Mortgage		810002925461
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Interest rate		5.45%
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Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

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Laurentian Bank of Canada

PAR: 

 Christopher Corcoran, Manager - Special Loans

E. & O.E.

This is **Exhibit "V"**, referred to in the
Affidavit of Christopher Corcoran,
sworn before me
this 9th day of September, 2019.



A Commissioner for taking Affidavits, etc.



NOTICE OF SALE UNDER MORTGAGE

TO: SEAN DEER ENTERPRISES LTD.

AND TO: THOSE PARTIES AS SET OUT ON SCHEDULE "B" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated November 14, 2018 made between:

SEAN DEER ENTERPRISES LTD.

as Mortgagor

AND

LAURENTIAN BANK OF CANADA

as Mortgagee

upon the following property namely: 21 High Street, Mactier, Ontario

as more particularly described in Schedule "C" annexed hereto which mortgage was registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of the District Municipality of Muskoka (No. 35) as Instrument No. MT206545.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs, respectively, is \$617,014.86 as follows:

Principal as at July 8, 2019	\$600,000.00
Interest from June 21, 2019 to July 8, 2019 Based on daily rate set out in Schedule "A" annexed hereto	\$3,239.86
Administration Fee	\$375.00
Discharge Fee	\$400.00
Legal Costs including HST	<u>\$ 13,000.00</u>
TOTAL AMOUNT OWING AS AT July 8, 2019	\$617,014.86

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the daily rate set out in in Schedule "A" annexed hereto on the principal and interest hereinbefore mentioned from July 8, 2019 to the date of payment.

AND unless the said sums are paid on or before the 14th day of August, 2019 we shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario, this 8th day of July, 2019.

Schedule "A"



RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement June 20, 2019

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

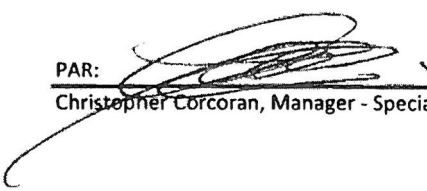
Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$
Balance due as at June 20, 2019		1 196 893.88 \$

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: 
Christopher Corcoran, Manager - Special Loans

E. & O.E.

SCHEDULE "B"

TO: Sean Deer Enterprises Ltd.
207484 Highway 26
Thornbury, Ontario
N0H 2P0

The Occupants of 21 High Street, Mactier, Ontario
21 High Street
Mactier, Ontario
P0C 1H0

Front Desk Ltd.
1086 Cataract Road
Alton, Ontario
L7K 1N9

SCHEDULE "C"

PIN48006-0247 (LT): PCL 13891 SEC MUSKOKA; PT LT 2 CON 5 FREEMAN AS IN
LT139263, LT130267; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA.

NOTICE OF SALE UNDER MORTGAGE

TO: TARA FOOD PRODUCTS LIMITED

**AND TO: THOSE PARTIES AS SET OUT ON SCHEDULE "B" ATTACHED
HERETO**

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated November 14, 2018 made between:

TARA FOOD PRODUCTS LIMITED

as Mortgagor

AND

LAURENTIAN BANK OF CANADA

as Mortgagee

upon the property described in Schedule "C" annexed hereto which mortgage was registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of Parry Sound (No.42) as Instrument No. GB116931.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs, respectively, is \$617,014.86 as follows:

Principal as at July 8, 2019	\$600,000.00
Interest from June 21, 2019 to July 8, 2019 Based on daily rate set out in Schedule "A" annexed hereto	\$3,239.86
Administration Fee	\$375.00
Discharge Fee	\$400.00
Legal Costs including HST	<u>\$ 13,000.00</u>
TOTAL AMOUNT OWING AS AT July 8, 2019	\$617,014.86

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the daily rate set out in Schedule "A" annexed hereto on the principal and interest hereinbefore mentioned from July 8, 2019 to the date of payment.

AND unless the said sums are paid on or before the 14th day of August, 2019 we shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario, this 8th day of July, 2019.

Schedule "A"



RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement June 20, 2019

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		2 901.56 \$
Administration fee		375.00 \$
Sub-total		<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees		
Professional fees		12 808.08 \$

Balance due as at June 20, 2019 **1 196 893.88 \$**

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: 
 Christopher Corcoran, Manager - Special Loans

E. & O.E.

SCHEDULE "B"

TO: Tara Food Products Limited
207484 Highway 26
Thornbury, Ontario
N0H 2P0

The Occupants of 1346 Lake Joseph Road, Seguin, Ontario
1346 Lake Joseph Road
Seguin, Ontario
P2A 2W8

The Occupants of 5-1346 Lake Joseph Road, Seguin, Ontario
5-1346 Lake Joseph Road
Seguin, Ontario
P2A 2W8

William Henry Morrison & Elizabeth Lillian Morrison
c/o 3240 Innisfil Beach Road
Innisfil, Ontario
L9S 4C7

SCHEDULE "C"

PIN 52192-0590 (LT): PT LT 34-35 CON 10 HUMPHREY PT 4 TO 6 42R5507; S/T RO97854;
SEGUIN.

NOTICE OF SALE UNDER MORTGAGE

TO: 2506699 ONTARIO LTD.

AND TO: THOSE PARTIES AS SET OUT ON SCHEDULE "B" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated November 14, 2018, as amended by an agreement amending charge dated May 29, 2019, made between:

2506699 ONTARIO LTD.

as Mortgagor

AND

LAURENTIAN BANK OF CANADA

as Mortgagee

upon the following property namely: 1151 Hwy 141, Rosseau, Ontario

as more particularly described in Schedule "C" annexed hereto which mortgage was registered on November 14, 2018 in the Land Registry Office for the Land Titles Division of Parry Sound (No. 42) as Instrument No. GB116931. 2506699 Ontario Inc. was named as a Transferee on the registered Transfer for the property in error and later, after registration of the above-noted mortgage, an Application to Change Name (Owner) was registered to correct a typographical error and change the registered owner's name to 2506699 Ontario Ltd. 2506699 Ontario Ltd. assumed the mortgage on title.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs, respectively, is \$617,014.86 as follows:

Principal as at July 8, 2019	\$600,000.00
Interest from June 21, 2019 to July 8, 2019 Based on daily rate set out in Schedule "A" annexed hereto	\$3,239.86
Administration Fee	\$375.00
Discharge Fee	\$400.00
Legal Costs including HST	<u>\$ 13,000.00</u>
TOTAL AMOUNT OWING AS AT July 8, 2019	\$ 617,014.86

(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the daily rate set out in Schedule "A" annexed hereto on the principal and interest hereinbefore mentioned from July 8, 2019 to the date of payment.

AND unless the said sums are paid on or before the 14th day of August, 2019 we shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario, this 8th day of July, 2019.

Schedule "A"



**RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019**

Mortgage		810002918414
Capital		125 144.00 \$
Interest rate		5.45%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage		810002925461
Capital		1 022 760.00 \$
Interest rate		5.45%
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(NO OF DAYS)

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Sub-total		<u>32 175.21 \$</u>


Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees
Professional fees 12 808.08 \$

Balance due as at June 20, 2019 1 196 893.88 \$

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Laurentian Bank of Canada

PAR: 

Christopher Corcoran, Manager - Special Loans

E. & O.E.

SCHEDULE "B"

TO: 2506699 Ontario Ltd.
207484 Highway 26
Thornbury, Ontario
N0H 2P0

The Occupants of 1151 Highway 141, Rosseau, Ontario
1151 Highway 141
Rosseau, Ontario
P0C 1J0

Loretta Allen & Peter Tilley
275 Oakwood Crescent
Oakville, Ontario
L6K 3M7

SCHEDULE "C"

PIN 52199-0565 (LT): PT LT 15 E/S PARRY SOUND RD PL 163 AS IN RO185043; SEGUIN.

This is **Exhibit "W"**, referred to in the

Affidavit of Christopher Corcoran,
sworn before me

this 9th day of September, 2019.



A Commissioner for taking Affidavits, etc.



Properties

PIN 37129 - 0199 LT *Interest/Estate* Fee Simple
Description 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
Address THORNBURY

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name RSV INVESTMENTS INC.
Address for Service c/o 207484 Highway 26 West
 R.R. #1
 Thornbury, Ontario
 N0H 2P0

I, Sean Kelly, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name MILTOM SERVICES LIMITED
Address for Service c/o Miller Thomson LLP
 295 Hagey Blvd., Suite 300
 Waterloo, Ontario
 N2L 6R5

Statements

Schedule: See Schedules

Provisions

Principal \$250,000.00 *Currency* CDN
Calculation Period SEE SCHEDULE
Balance Due Date SEE SCHEDULE
Interest Rate SEE SCHEDULE
Payments
Interest Adjustment Date
Payment Date SEE SCHEDULE
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Andrew Samuel Roth

295 Hagey Blvd., Suite 300
Waterlooacting for
Chargor(s)

Signed 2019 08 22

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$64.40
<i>Total Paid</i>	\$64.40

File Number

Chargor Client File Number : 122397.1

**SCHEDULE TO
COLLATERAL CHARGE
DIRECT INDEBTEDNESS**

This Schedule forms part of a Charge made between **SEAN DEER ENTERPRISES LTD., 2506699 ONTARIO LTD., TARA FOOD PRODUCTS LIMITED AND RSV INVESTMENTS INC.** (collectively the "Chargor") in favour of **MILTOM SERVICES LIMITED** (the "**Chargee**"). The Chargor acknowledges that the Chargee is holding this Charge as trustee and agrees that all references herein to the Chargee shall be deemed to include such entity for whom the Chargee is holding this Charge in trust.

SCHEDULE

1. WHEREAS the Chargor is obligated to the Chargee. If more than one person or corporation is named above, the term "**Chargor**" means all and any one or more of them and the Indebtedness (as hereinafter defined) of the Chargor means the Indebtedness of all or any one or more of them to the Chargee.
2. AND WHEREAS the Chargor has at the request of the Chargee agreed to give this Charge as a continuing collateral security for payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Chargor to the Chargee, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Chargee, its receiver or agent, in the preparation, perfection and enforcement of security or other agreements held by the Chargee in respect of such indebtedness, obligations or liabilities, and interest thereon (collectively, the "**Indebtedness**") up to the Charge Amount (as hereinafter defined).
3. PROVIDED THIS CHARGE to be void upon the Chargor, its heirs, executors, administrators, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, the sum of (collectively, the "**Charge Amount**"):
 - (a) **TWO HUNDRED AND FIFTY THOUSAND CANADIAN DOLLARS (CDN \$250,000.00)** in lawful money of Canada;
 - (b) all other amounts payable by the Chargor hereunder, on account of any taxes, rates, levies, charges or assessments upon the said lands no matter by whom or what authority imposed or in connection with the observation or performance of any covenants, provisos and conditions herein contained; and
 - (c) interest on the foregoing at an annual rate equal to the rate of interest permitted under the *Solicitors Act* (Ontario), as amended, from time to time, calculated semi-annually and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the principal sum.
4. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:
 - (a) That the sum of the Indebtedness existing at the date of this Ch

prejudicially affect any security held or which may hereafter be held by the Chargee for the Indebtedness or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Indebtedness or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.

- (c) That any and all payments made in respect of the Indebtedness and interest and the moneys or other proceeds realized from the sale of any securities held therefore including this Charge may be applied and reapplied notwithstanding any previous application on such part or parts of the Indebtedness or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.
 - (d) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge.
 - (e) That the taking of judgment in respect of the Indebtedness or any instrument or instruments now or hereafter representing or evidencing the Indebtedness or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the Indebtedness or such instrument, instruments or covenants nor affect the Chargee's right to interest at the rate and times herein provided nor affect nor prejudice any rights or remedies given to the Chargee by the terms hereof.
5. The Chargor agrees not to enter into, create, incur, assume, suffer or permit to exist any other charge, pledge or other form of financing of the said lands, or any chattels or other equipment directly related to the said lands, and not to further encumber same in any manner without the prior written approval of the Chargee, which approval shall be in the sole discretion of the Chargee.
6. Provided that if all or any part of the said lands is or becomes a condominium unit pursuant to the provisions of the Condominium Act (Ontario), the following covenants and provisions shall apply in addition to all or other covenants and provisions set for in this Charge:
- (a) For the purposes of all parts of the said lands comprising one or more such condominium units, all references in this Charge to the said lands shall include the Chargor's appurtenant undivided interest in the common elements and other assets of the Condominium Corporation;
 - (b) The Chargor shall at all times comply with the Condominium Act (Ontario) and shall forward to the Chargee proof of such compliance as the Chargee may request from time to time including, without limitation,

expenses and any special levies, charges and assessments, and shall provide proof of such payment to the Chargee upon request; and if the Chargor fails to make any such payment, the Chargee may do so at its option and all amount so paid by the Chargee shall be secured by this Charge and shall be payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;

- (d) The Chargor hereby irrevocably appoints, authorizes and empowers the Chargee upon the occurrence of a default hereunder to exercise the rights of the Chargor to vote or to consent as an owner within the meaning of the Condominium Act (Ontario) with respect to all matters relating to the affairs of the Condominium Corporation, or to abstain from doing so, provided that:
 - (i) the Chargee may at any time and from time to time give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise such right to vote or to consent, in which case the Chargor may exercise its right to vote or to consent for so long as such notice remains effective or until such notice is revoked by the Chargee; and any such notice may be for an indeterminate period of time, a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not be under any obligation to vote or to consent or to protect the interests of the Chargor; and
 - (iii) the exercise by the Chargee of its right to vote or to consent or to abstain from doing so shall not constitute the Chargee as a mortgagee or Chargee in possession and shall not give rise to any liability on the part of the Chargee;
- (e) The Chargor shall forward to the Chargee by delivery of by prepaid registered mail copies of every notice, assessment, claim, demand, by-law, rule, request for consent and other communication relating to all or any part of the said lands or the common elements or affairs of the Condominium Corporation on or before the date which is the earlier of:
 - (i) fourteen (14) days after receipt of the same by the Chargee;
 - (ii) seven (7) days prior to the date set for any meeting of the Condominium Corporation;
 - (iii) seven (7) days prior to the due date of any claim or demand for payment; and
 - (iv) within twenty-four (24) hours after becoming aware of any information concerning termination of any insurance policy, or within seventy-two (72) hours after becoming aware of any information concerning termination of any insurance trust agreement or management agreement relating to the Condominium Corporation or any of its assets;
- (f) The Chargor hereby authorizes and directs the Condominium Corporation

- (ii) a vote of the Condominium Corporation authorizes the sale of all or substantially all of its property or assets or all or any part of its common elements or all or any part of the said lands, or any part of the same is expropriated;
 - (iii) the Condominium Corporation fails to comply with any provision of the Condominium Act (Ontario) or its declaration or any of its by-laws and rules; and
 - (iv) the Condominium Corporation fails to insure its assets, including the said lands, in accordance with the Condominium Act (Ontario) and the declaration and by-laws of the Condominium Corporation, or any insurer thereof cancels or threatens cancellation of any existing obligation to insure the same.
7. Provided that in the event of a further encumbrance, or a sale, conveyance or transfer of the said lands or any portion thereof, or a change in beneficial ownership or a lease of the whole or part of the said lands, all sums secured hereunder shall, at the Chargee's option, become due and payable forthwith unless the written consent of the Chargee has been first obtained, which consent may be arbitrarily or unreasonably withheld. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under him and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision.
8. Provided further that no permitted sale or other dealing by the Chargor with the said lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured.

Properties

PIN 48006 - 0247 LT *Interest/Estate* Fee Simple
Description PCL 13891 SEC MUSKOKA; PT LT 2 CON 5 FREEMAN AS IN LT139263, LT130267;
 GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA
Address 21 HIGH ST
 MACTIER

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name SEAN DEER ENTERPRISES LTD.
Address for Service c/o 207484 Highway 26 West
 R.R. #1
 Thornbury, Ontario
 N0H 2P0

I, Sean Kelly, President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name MILTOM SERVICES LIMITED
Address for Service c/o Miller Thomson LLP
 295 Hagey Blvd., Suite 300
 Waterloo, Ontario
 N2L 6R5

Statements

Schedule: See Schedules

Provisions

Principal \$250,000.00 *Currency* CDN
Calculation Period SEE SCHEDULE
Balance Due Date SEE SCHEDULE
Interest Rate SEE SCHEDULE
Payments
Interest Adjustment Date
Payment Date SEE SCHEDULE
First Payment Date
Last Payment Date
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Signed By

Andrew Samuel Roth

295 Hagey Blvd., Suite 300
 Waterloo
 N2L 6R5

acting for
 Chargor(s)

Signed 2019 08 22

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$64.40
Total Paid	\$64.40

File Number

Chargor Client File Number : 122397.1

**SCHEDULE TO
COLLATERAL CHARGE
DIRECT INDEBTEDNESS**

This Schedule forms part of a Charge made between **SEAN DEER ENTERPRISES LTD., 2506699 ONTARIO LTD., TARA FOOD PRODUCTS LIMITED AND RSV INVESTMENTS INC.** (collectively the "Chargor") in favour of **MILTOM SERVICES LIMITED** (the "**Chargee**"). The Chargor acknowledges that the Chargee is holding this Charge as trustee and agrees that all references herein to the Chargee shall be deemed to include such entity for whom the Chargee is holding this Charge in trust.

SCHEDULE

1. WHEREAS the Chargor is obligated to the Chargee. If more than one person or corporation is named above, the term "**Chargor**" means all and any one or more of them and the Indebtedness (as hereinafter defined) of the Chargor means the Indebtedness of all or any one or more of them to the Chargee.
2. AND WHEREAS the Chargor has at the request of the Chargee agreed to give this Charge as a continuing collateral security for payment and satisfaction to the Chargee of all indebtedness, obligations and liabilities of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Chargor to the Chargee, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Chargee, its receiver or agent, in the preparation, perfection and enforcement of security or other agreements held by the Chargee in respect of such indebtedness, obligations or liabilities, and interest thereon (collectively, the "**Indebtedness**") up to the Charge Amount (as hereinafter defined).
3. PROVIDED THIS CHARGE to be void upon the Chargor, its heirs, executors, administrators, successors or assigns or any of them, paying on demand to the Chargee, its successors or assigns, the sum of (collectively, the "**Charge Amount**"):
 - (a) **TWO HUNDRED AND FIFTY THOUSAND CANADIAN DOLLARS (CDN \$250,000.00)** in lawful money of Canada;
 - (b) all other amounts payable by the Chargor hereunder, on account of any taxes, rates, levies, charges or assessments upon the said lands no matter by whom or what authority imposed or in connection with the observation or performance of any covenants, provisos and conditions herein contained; and
 - (c) interest on the foregoing at an annual rate equal to the rate of interest permitted under the *Solicitors Act* (Ontario), as amended, from time to time, calculated semi-annually and payable monthly as well after as before maturity, default and judgment, with interest on overdue interest at the same rate as on the principal sum.
4. IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

prejudicially affect any security held or which may hereafter be held by the Chargee for the Indebtedness or any part thereof, or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Chargee for or on account of the Indebtedness or any part or parts thereof, nor shall the remedies of the Chargee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Charge.

- (c) That any and all payments made in respect of the Indebtedness and interest and the moneys or other proceeds realized from the sale of any securities held therefore including this Charge may be applied and reapplied notwithstanding any previous application on such part or parts of the Indebtedness or interest as the Chargee may see fit or may be held unappropriated in a separate collateral account for such time as the Chargee may see fit.
 - (d) That the Chargee may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities and guarantees from and give the same and any and all existing securities and guarantees up to, may abstain from taking securities or guarantees from or from perfecting securities or guarantees of, may accept compositions from and may otherwise deal with the Chargor and all other persons, securities and guarantees as the Chargee may see fit without prejudicing the rights of the Chargee under this Charge.
 - (e) That the taking of judgment in respect of the Indebtedness or any instrument or instruments now or hereafter representing or evidencing the Indebtedness or under any of the covenants herein or in any such instrument contained or implied shall not operate as a merger of the Indebtedness or such instrument, instruments or covenants nor affect the Chargee's right to interest at the rate and times herein provided nor affect nor prejudice any rights or remedies given to the Chargee by the terms hereof.
5. The Chargor agrees not to enter into, create, incur, assume, suffer or permit to exist any other charge, pledge or other form of financing of the said lands, or any chattels or other equipment directly related to the said lands, and not to further encumber same in any manner without the prior written approval of the Chargee, which approval shall be in the sole discretion of the Chargee.
6. Provided that if all or any part of the said lands is or becomes a condominium unit pursuant to the provisions of the Condominium Act (Ontario), the following covenants and provisions shall apply in addition to all or other covenants and provisions set for in this Charge:
- (a) For the purposes of all parts of the said lands comprising one or more such condominium units, all references in this Charge to the said lands shall include the Chargor's appurtenant undivided interest in the common elements and other assets of the Condominium Corporation;
 - (b) The Chargor shall at all times comply with the Condominium Act (Ontario) and shall forward to the Chargee proof of such compliance as the Chargee may request from time to time including, without limitation,

expenses and any special levies, charges and assessments, and shall provide proof of such payment to the Chargee upon request; and if the Chargor fails to make any such payment, the Chargee may do so at its option and all amount so paid by the Chargee shall be secured by this Charge and shall be payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;

- (d) The Chargor hereby irrevocably appoints, authorizes and empowers the Chargee upon the occurrence of a default hereunder to exercise the rights of the Chargor to vote or to consent as an owner within the meaning of the Condominium Act (Ontario) with respect to all matters relating to the affairs of the Condominium Corporation, or to abstain from doing so, provided that:
 - (i) the Chargee may at any time and from time to time give notice in writing to the Chargor and to the Condominium Corporation that the Chargee does not intend to exercise such right to vote or to consent, in which case the Chargor may exercise its right to vote or to consent for so long as such notice remains effective or until such notice is revoked by the Chargee; and any such notice may be for an indeterminate period of time, a limited period of time or for a specific meeting or matter;
 - (ii) the Chargee shall not be under any obligation to vote or to consent or to protect the interests of the Chargor; and
 - (iii) the exercise by the Chargee of its right to vote or to consent or to abstain from doing so shall not constitute the Chargee as a mortgagee or Chargee in possession and shall not give rise to any liability on the part of the Chargee;
- (e) The Chargor shall forward to the Chargee by delivery of by prepaid registered mail copies of every notice, assessment, claim, demand, by-law, rule, request for consent and other communication relating to all or any part of the said lands or the common elements or affairs of the Condominium Corporation on or before the date which is the earlier of:
 - (i) fourteen (14) days after receipt of the same by the Chargee;
 - (ii) seven (7) days prior to the date set for any meeting of the Condominium Corporation;
 - (iii) seven (7) days prior to the due date of any claim or demand for payment; and
 - (iv) within twenty-four (24) hours after becoming aware of any information concerning termination of any insurance policy, or within seventy-two (72) hours after becoming aware of any information concerning termination of any insurance trust agreement or management agreement relating to the Condominium Corporation or any of its assets;
- (f) The Chargor hereby authorizes and directs the Condominium Corporation

- (ii) a vote of the Condominium Corporation authorizes the sale of all or substantially all of its property or assets or all or any part of its common elements or all or any part of the said lands, or any part of the same is expropriated;
 - (iii) the Condominium Corporation fails to comply with any provision of the Condominium Act (Ontario) or its declaration or any of its by-laws and rules; and
 - (iv) the Condominium Corporation fails to insure its assets, including the said lands, in accordance with the Condominium Act (Ontario) and the declaration and by-laws of the Condominium Corporation, or any insurer thereof cancels or threatens cancellation of any existing obligation to insure the same.
7. Provided that in the event of a further encumbrance, or a sale, conveyance or transfer of the said lands or any portion thereof, or a change in beneficial ownership or a lease of the whole or part of the said lands, all sums secured hereunder shall, at the Chargee's option, become due and payable forthwith unless the written consent of the Chargee has been first obtained, which consent may be arbitrarily or unreasonably withheld. The rights of the Chargee pursuant to this provision shall not be affected or limited in any way by the acceptance of payments due under this Charge from the Chargor or any person claiming through or under him and the rights of the Chargee hereunder shall continue without diminution for any reason whatsoever until such time as the Chargee has consented in writing as required by this provision.
8. Provided further that no permitted sale or other dealing by the Chargor with the said lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any person liable for payment of the monies hereby secured.

This is **Exhibit "X"**, referred to in the
Affidavit of Christopher Corcoran,
sworn before me
this 9th day of September, 2019.



A Commissioner for taking Affidavits, etc.



Court File No.:

**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

CONSENT

RSM CANADA LIMITED hereby consents to act as Court-appointed Receiver in this proceeding should such an Order be granted by the Court.

Dated at Toronto, Ontario, this 6th day of September, 2019.

RSM CANADA LIMITED

Per: 

Name: Arif Dhanani, CPA, CA, CIRP, LIT

Title: Vice-President

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.:

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

Proceedings commenced at Toronto, Ontario

CONSENT

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@igf.ca
Tel: (416) 304-7979

Lawyers for the Applicant, Laurentian Bank of Canada

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, Ontario

AFFIDAVIT OF CHRISTOPHER CORCORAN
(Sworn September 9, 2019)

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 E

CONSENT

TO: Laurentian Bank of Canada (the "Bank")

FROM: Jennifer Anderson ("Anderson")

Anderson acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

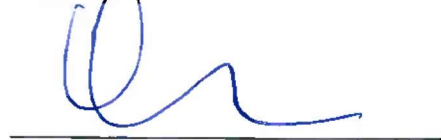
For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, Anderson hereby consents to the immediate enforcement by the Bank of the security held by it from Anderson described in the Notice of Intention to Enforce Security delivered by the Bank, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank's security and the exercise of the other remedies of the Bank against Anderson.

DATED at Toronto this 2 day of December, 2019.

SIGNATURE:


Name: Jennifer Anderson

WITNESS:


Name: K. PAGE

**NOTICE OF INTENTION TO ENFORCE SECURITY
PURSUANT TO SECTION 244 OF THE
BANKRUPTCY AND INSOLVENCY ACT (CANADA)**

TO: Jennifer Anderson (“Anderson”)

Take notice that:

1. Laurentian Bank of Canada (the “**Bank**”), a secured creditor, intends to enforce its security on the property of Anderson described below:
 - (a) a portion of the real property owned by Anderson municipally known as 207484 Highway 26, Town of The Blue Mountains, Ontario charged by the Security (as defined below); and
 - (b) all proceeds of the foregoing collateral.
2. The security that is to be enforced is in the form of a Charge/Mortgage in the principal amount of \$2,085,000 registered on April 11, 2013 in the Land Registry Office for the Land Titles Division of Grey (LRO #16) as Instrument No. GY76894 as subsequently amended by Notice registered on October 10, 2017 as Instrument No. GY145035, on title to the property described as PIN37129-0197(LT): Part of Lot 36,; Part of Road Allowance between Lots 36 & 37, Collingwood Closed by R102245 Designated as Part 1, 16R-11180; Town of The Blue Mountains (the “**Security**”).
3. The total amount of the indebtedness secured by the Security is, as at November 26, 2019, CAD \$1,229,790.43, plus accruing interest and costs incurred by or charged to the Bank.
4. The Bank will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Borrower consents to an earlier enforcement.

Dated at Toronto, Ontario, this 26th day of November, 2019.

**LAURENTIAN BANK OF CANADA,
by its solicitors herein, Thornton Grout Finnigan LLP**

Per: 

Leanne M. Williams / Puya Fesharaki
File No. 1082-044
Thornton Grout Finnigan LLP
100 Wellington St. West, Suite 3200
Toronto, ON M5K 1K7

CONSENT

TO: Laurentian Bank of Canada (the “Bank”)

FROM: Jennifer Anderson (“Anderson”)

Anderson acknowledges receipt of a Notice of Intention to Enforce Security delivered by the Bank.

For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, Anderson hereby consents to the immediate enforcement by the Bank of the security held by it from Anderson described in the Notice of Intention to Enforce Security delivered by the Bank, and for the same consideration waives completely all rights to any delay by or any further notice from the Bank with respect to the enforcement of the Bank’s security and the exercise of the other remedies of the Bank against Anderson.

DATED at _____ this _____ day of _____, 2019.

SIGNATURE:

WITNESS:

Name: Jennifer Anderson

Name:

NOTICE OF SALE UNDER MORTGAGE

TO: RSV INVESTMENTS INC.

AND TO: JENNIFER ANDERSON

AND TO: THOSE PARTIES AS SET OUT ON SCHEDULE "B" ATTACHED HERETO

TAKE NOTICE that default has been made in payment of the moneys due under a certain mortgage dated April 11, 2013 made between:

RSV INVESTMENTS INC.

as Mortgagor

AND

LAURENTIAN BANK OF CANADA

as Mortgagee

upon the following property namely: 207484 Highway 26, Town of The Blue Mountains, Ontario, as more particularly described in Schedule "C" annexed hereto which mortgage was registered on April 11, 2013 in the Land Registry Office for the Land Titles Division of Grey (No. 16) as Instrument No. GY76894. The property was transferred to Jennifer Anderson on or about May 3, 2019 by Instrument No. GY169506.

AND we hereby give you notice that the amount now due on the mortgage for principal money, interest, and costs, respectively, is \$1,229,790.43 as follows:

Principal as at June 20, 2019	\$1,179,727.42
Interest accrued to June 20, 2019	\$3,604.63
Interest from June 20, 2019 to November 26, 2019 Based on daily rate of \$190.58 as set out in Schedule "A" annexed hereto	\$30,683.38
Administration Fee	\$375.00
Discharge Fee	\$400.00
Legal Costs including HST	<u>\$ 15,000.00</u>
TOTAL AMOUNT OWING AS AT November 26, 2019	\$1,229,790.43

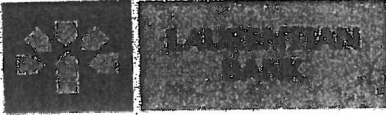
(such amount for costs being up to and including the service of this notice only, and thereafter such further costs and disbursements will be charged as may be proper) together with interest at the daily rate set out in Schedule "A" annexed hereto on the principal and interest hereinbefore mentioned from November 26, 2019 to the date of payment.

AND unless the said sums are paid on or before the 2nd day of January, 2020 we shall sell the property covered by the said mortgage under the provisions contained in it.

THIS NOTICE is given to you as you appear to have an interest in the mortgaged property and may be entitled to redeem the same.

Dated at Toronto, Ontario, this 26th day of November, 2019.

Schedule "A"



RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
June 20, 2019

Mortgage	810002918414
Capital	125 144.00 \$
Interest rate	5.45%
Interest accrued to June 20, 2019	355.03 \$
Administration fee	375.00 \$
Sub-total	<u>125 874.03 \$</u>

Daily interest charge _____ X 18.69 \$
(NO OF DAYS)

Mortgage	810002925461
Capital	1 022 760.00 \$
Interest rate	5.45%
Interest accrued to June 20, 2019	2 901.56 \$
Administration fee	375.00 \$
Sub-total	<u>1 026 036.56 \$</u>

Daily interest charge _____ X 152.71 \$
(NO OF DAYS)

Overdraft	172-1873566-01
Capital	31 823.42 \$
Interest rate	22.00%
Interest accrued to June 20, 2019	348.04 \$
Administration fee	3.75 \$
Sub-total	<u>32 175.21 \$</u>

Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

Fees	
Professional fees	12 808.08 \$
Balance due as at June 20, 2019	1 196 893.88 \$

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR: _____

Christopher Corcoran, Manager - Special Loans

SCHEDULE "B"

TO: RSV Investments Inc.
207484 Highway 26
Thornbury, Ontario
N0H 2P0
Attention: Sean Kelly

Jennifer Anderson
387397 11th Line
Thornbury, Ontario
N0H 2P0

The Spouse of Jennifer Anderson
207484 Highway 26 West
R.R. #1
Thornbury, Ontario
N0H 2P0

Miltom Services Limited
c/o Miller Thomson LLP
295 Hagey Blvd., Suite 300
Waterloo, Ontario
N2L 6R5

RSM Canada Limited
c/o Thornton Grout Finnigan LLP
Suite 3200, TD West Tower
100 Wellington Street West
PO Box 329, Toronto-Dominion Centre
Toronto, Ontario M5K 1K7
Attention: Leanne Williams

The Canada Trust Company
TD Waterhouse Canada Inc.
SDRSP Mortgage Department
77 Bloor Street West, 7th Floor
Toronto, Ontario M4Y 2T1

SCHEDULE "C"

Firstly: PIN 37129-0199 (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 and Except Parts 1 & 2, 16R-11180; Town of The Blue Mountains.

Secondly: PIN 37129-0197 (LT): Part of Lot 36,; Part of Road Allowance between Lots 36 & 37, Collingwood Closed by R102245 Designated as Part 1, 16R-11180; Town of The Blue Mountains.



Agriculture and
Agri-Food Canada
Farm Debt
Mediation Service

Agriculture et
Agroalimentaire Canada
Service de médiation en
matière d'endettement agricole

PROTECTED B
when completed

NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the *Farm Debt Mediation Act*, you are hereby notified that it is the intent of:

Name of creditor
LAURENTIAN BANK OF CANADA

To enforce a remedy against the property of, or commence a proceeding, action, execution or other proceeding, judicial or extra-judicial, for the recovery of a debt, the realization of the security or the taking of the property of:

Full name of farmer or business name
JENNIFER ANDERSON

Farmer's address

Unit/Suite/Apt.	Street Number 207484	Number Suffix	Street Name Highway 26	Street Type
Street direction	PO Box or Route Number R.R. #1	Municipality (City, Town, etc.) Thornbury	Province Ontario	Postal code N0H 2P0
The security being (type(s) of security)			on (asset(s))	
Charge/Mortgage of Land GY76894			PIN 37129-0197 (LT): Part of Lot 36,; Part of Road	
and all of the properties and assets of Debtor			Allowance between Lots 36 & 37, Collingwood Closed	
			by R102245 Designated as Part 1, 16R-11180; Town of	
			The Blue Mountains, being PIN 37129-0197(LT).	

Dated this 26 day of November, 2019 at Toronto, Ontario

LAURENTIAN BANK OF CANADA

Creditor's name (print)

By its Solicitor, Leanne M. Williams

(416) 304-0060

Signature of secured creditor or authorized representative

Creditor's phone number and ext.

You are hereby notified of your right to make application under Section 5 of the *Farm Debt Mediation Act* for a review of your financial affairs, mediation with your creditors, and to obtain a stay of proceedings against this action. Provided you are:

- a) currently engaged in farming for commercial purposes; and
- b) insolvent, meaning that you are:
 - unable to meet your obligations as they generally become due; or
 - have ceased paying your current obligations in the ordinary course of business as they generally become due; or
 - the aggregate of your property is not, at fair valuation, sufficient, or if disposed of at a fairly conducted sale under legal process would not be sufficient, to enable payment of all your obligations, due and accruing due.

A secured creditor must wait 15 business days after this notice has been deemed served before beginning action to realize on their security. You may apply for mediation and a stay of proceedings at any time, before, during, or after the 15 business day period, by making an application to the Farm Debt Mediation Service.

The Farm Debt Mediation Service provides qualified farm financial counsellors to conduct a financial review and to prepare a recovery plan for your mediation meeting. Qualified mediators are provided to help you and your creditors reach a mutually satisfactory arrangement.

Application forms and more information about the service can be obtained from:


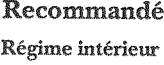

Farm Debt Mediation Service
1-866-452-5556

The information you provide on this document is collected by Agriculture and Agri-Food Canada under the authority of the *Farm Debt Mediation Act* for the purpose of facilitating financial arrangements between farmers and their creditors. Personal information will be protected under the provisions of the *Privacy Act* and will be stored in Personal Information Bank AAFC-PPU-227. Information may be accessible or protected as required under the provisions of the *Access to Information Act*.

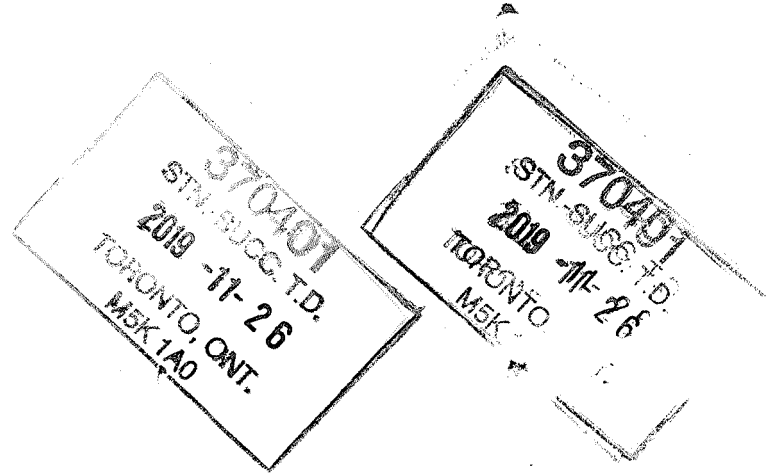
CANADA POST CORPORATION

Security or Registered Mail Receipt (Bulk)

Thornton Grout Finnigan LLP TD West Tower, Toronto-Dominion Centre 100 Wellington St. West, Suite 3200 Toronto, ON M5K 1K7 Telephone: (416) 304-1616	Date: November 26, 2019 Lawyer: L. Williams / P. Fesharaki File No.: 1082-044
---	---

1	Jennifer Anderson 387397 11 th Line Thornbury, Ontario N0H 2P0	 Registered Domestic	 Recommandé Régime intérieur	
		To Destinataire Name Nom	FOR DELIVERY CONFIRMATION POUR CONFIRMER LA LIVRAISON 1 888 550-6333 www.canadapost.ca www.postescanada.ca	
		Address Adresse	Declared Value Valeur déclarée \$	
		City Ville Province Postal Code Code postal	Item No. N° de l'article 78 566 624 455	
		CUSTOMER RECEIPT REÇU DU CLIENT		

33-086-584 (98-10)



This Shipment Contains no Dangerous Goods Customer's Signature	Sheet No. ____	No. of Articles ____	Date Stamp
	Accepted by (for C.P.C. use only) Signature		

APPENDIX F



RSV Investments Inc., Black Angus Freezer Beef 2005 Ltd. & Black Angus Fine Meats & Game Inc. - Payout Statement
March 3, 2021

Mortgage	810002918414
Capital	125 144.00 \$
Interest rate	3.95%
Interest accrued to March 3, 2021	8 171.71 \$
Administration fee	375.00 \$
Sub-total	<u>133 690.71 \$</u>

Daily interest charge _____ X 13.73 \$
(NO OF DAYS)

Mortgage	810002925461
Capital	1 022 760.00 \$
Interest rate	3.95%
Interest accrued to March 3, 2021	66 974.93 \$
Administration fee	375.00 \$
Sub-total	<u>1 090 109.93 \$</u>

Daily interest charge _____ X 112.21 \$
(NO OF DAYS)

Overdraft	172-1873566-01
Capital	66 097.51 \$
Interest rate	22.00%
Interest accrued to March 3, 2021	79.64 \$
Administration fee	1.25 \$
Sub-total	<u>66 178.40 \$</u>

Daily interest charge _____ X 39.84 \$
(NO OF DAYS)

Fees	
Professional fees	148 917.33 \$

Balance due as at March 3, 2021 **1 438 896.37 \$**

NOTE: PLEASE BE ADVISED THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROVIDED WITHOUT PREJUDICE TO THE RIGHTS OF THE LAURENTIAN BANK OF CANADA AND CANNOT BE CONSIDERED LEGALLY BINDING.

Laurentian Bank of Canada

PAR:



Christopher Corcoran, Manager - Special Loans

APPENDIX G

January 16, 2021

VIA EMAIL (arif.dhanani@rsmcanada.com)

RSM Canada Limited
11 King St. W., Suite 700
Toronto, ON M5H 4C7

Attention: Arif Dhanani

Re: *Black Angus Freezer Beef (2005) Ltd. (“Freezer Beef”), Black Angus Fine Meats & Game Inc. (“Fine Meats”), RSV Investments Inc. (“RSV”, and collectively with Freezer Beef and Fine Meats, the “Black Angus Group”), and certain real property municipally known as 207484 Highway 26, Thornbury, Ontario (the “Thornbury Property”) owned by RSV and 21 High Street, MacTier, Ontario (the “MacTier Property”) owned by Sean Deer Enterprises Ltd. (“Sean Deer”) (collectively, the “Debtors”)*

Mr. Dhanani,

On September 18, 2019, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed RSM Canada Limited as receiver (the “**Receiver**”) over the assets, undertakings and properties of the Black Angus Group (including the Thornbury Property) and over the MacTier Property. The Thornbury Property and the MacTier Property are collectively referred to herein as the “**Properties**”.

In your capacity as Receiver, you have requested that we review the following documents granting security (collectively, the “**Security**”) by the Debtors in favour of Laurentian Bank of Canada (“**LBC**”) and determine their validity and enforceability as against the Debtors:

1. General Security Agreement granted by Freezer Beef in favour of LBC dated November 4, 2009 (the “**Freezer Beef GSA**”);
2. General Security Agreement granted by Fine Meats in favour of LBC dated November 4, 2009 (the “**Fine Meats GSA**”);
3. General Security Agreement granted by RSV in favour of LBC dated November 4, 2009 (the “**RSV GSA**”);
4. Charge/Mortgage of Land granted by RSV Investments Inc. in favour of LBC in the principal amount of \$1,800,000 registered against the Thornbury Property on April 11, 2013 as instrument number GY76894 and the Mortgage Amending Agreement dated October 10, 2017 registered against the Thornbury Property on October 10, 2017 by a Notice with instrument number GY145035, which increased the principal amount to \$2,085,000 (the “**Thornbury Mortgage**”); and
5. Charge/Mortgage of Land granted by Sean Deer in favour of LBC in the principal amount of \$600,000 registered against the MacTier Property on November 14, 2018 as instrument number MT206545 (the “**MacTier Mortgage**”).

A. Opinion

Subject to the assumptions and qualifications hereinafter set out, we are of the opinion that:

i. Freezer Beef

1. The Freezer Beef GSA creates a security interest in favour of LBC in all present and after acquired undertaking and property (other than consumer goods) of Freezer Beef and the proceeds thereof.
2. The Freezer Beef GSA secures the payment and performance of all obligations, indebtedness and liabilities of Freezer Beef to LBC.
3. Financing statements were registered by LBC against Freezer Beef pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”) on October 29, 2009 as registration no. 20091029 1940 1531 3712 (file no. 657266076) and registration no. 20091029 1940 1531 3713 (file no. 657266085), perfecting LBC’s security interest in Freezer Beef’s personal property located in Ontario, other than consumer goods. Accordingly, the Freezer Beef GSA is valid and enforceable against Freezer Beef. There is only one subsequent registration to LBC’s registration against Freezer Beef in favour of Mercedes-Benz Financial over collateral categories of “equipment”, “other” and “motor vehicles”.

ii. Fine Meats

4. The Fine Meats GSA creates a security interest in favour of LBC in all present and after acquired undertaking and property (other than consumer goods) of Fine Meats and the proceeds thereof.
5. The Fine Meats GSA secures the payment and performance of all obligations, indebtedness and liabilities of Fine Meats to LBC.
6. Financing statements were registered by LBC against Fine Meats pursuant to the PPSA on October 29, 2009 as registration no. 20091029 1940 1531 3714 (file no. 657266094) and 20091029 1940 1531 3715 (file no. 657266103), perfecting LBC’s security interest in Fine Meat’s personal property located in Ontario, other than consumer goods. Accordingly, the Fine Meats GSA is valid and enforceable against Fine Meats. There are two subsequent registrations to LBC’s registration against Fine Meats in favour of National Leasing Group Inc. and CWB National Leasing Inc. against certain equipment.

iii. RSV

7. The RSV GSA creates a security interest in favour of LBC in all present and after acquired undertaking and property (other than consumer goods) of RSV and the proceeds thereof.
8. The RSV GSA secures the payment and performance of all obligations, indebtedness and liabilities of RSV to LBC.
9. Financing statements were registered by LBC against RSV pursuant to the *Personal Property Security Act* (Ontario) (the “PPSA”) on October 29, 2009 as registration no. 20091029 1940 1531 3710 (file no. 657266058) and registration no. 20091029 1940 1531 3711 (file no. 657266067), perfecting LBC’s security interest in RSV’s personal property located in Ontario, other than consumer goods. Accordingly, the RSV GSA is valid and enforceable against RSV. There are no other registrations against RSV.

iv. Mortgages

10. The Thornbury Mortgage provides LBC with a valid and enforceable registered first-ranking charge over the Thornbury Property.
11. The MacTier Mortgage provides LBC with a valid and enforceable registered second-ranking charge over the MacTier Property. There is a prior registered charge over the MacTier Property in the principal amount of \$275,000 in favour of Front Desk Ltd.

B. Searches

1. Enquiry Response Certificates from the Ontario Personal Property Security Registry in respect of registrations made under the PPSA against Freezer Beef, Fine Meats and RSV current as of January 12, 2021 reveal the registrations of the financing statements in favour of LBC as described above.
2. We conducted a title search against the Thornbury Property in the Land Registry Office for the Land Titles Division of Grey (16) on January 13, 2021. This search only revealed those instruments listed in **Schedule "A"** hereto.
3. We conducted a title search against the MacTier Property in the Land Registry Office for the Land Titles Division of Muskoka (35) on January 13, 2021. This search only revealed those instruments listed in **Schedule "B"** hereto.

C. Scope of Review, Assumptions and Qualifications

Our opinion expressed herein is limited to the laws of Ontario and to the laws of Canada applicable therein. This opinion is based solely on a review of copies of the Security and our searches of the governmental records referred to above. We have not reviewed any other documentation or made any other enquiries about matters which may affect the validity and enforceability of the Security.

For the purposes of this opinion, we have assumed:

1. that the Security was duly authorized, executed and delivered by the Debtors to LBC;
2. the genuineness of all signatures (whether on originals or copies of documents), the conformity to original documents submitted to us as notarial, certified, conformed, photostatic or telecopies copies thereof and the authenticity of the originals of such documents;
3. that there are no agreements or other facts which might affect the validity or enforceability of the Security which are not apparent from a review of the Security;
4. that consideration/value was given by LBC to the Debtors;
5. that the Debtors had the capacity to borrow money in Ontario, to provide the Security to which they are a party, to execute and deliver the Security to which they are a party and to perform the covenants contained therein on their part to be performed;
6. that the chief executive offices of the Debtors were located in Ontario at all relevant times for the purposes of the PPSA;
7. that the Debtors each have rights in their personal property so that attachment occurred within the meaning of the PPSA; and

8. that the indices and filing systems at the public offices where we have searched or enquired or have caused searches or enquiries to be completed were accurate, current and complete.

The opinions expressed herein are also subject to the following qualifications:

1. we express no opinion on whether the Security can be attacked under the *Bankruptcy and Insolvency Act* (Canada) or any other federal or provincial legislation as a fraudulent conveyance, preference, transaction at undervalue or otherwise;
2. we express no opinion as to the validity of any security interest in any contractual rights or Crown debts, which, by their terms, cannot be the subject of a security interest without the consent, authorization or approval of third parties;
3. any opinions with respect to the Properties set out herein are based solely upon a review of the title searches referenced herein;
4. enforceability of the Security may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, arrangement or winding-up laws or other similar laws affecting the enforcement of creditors' rights generally;
5. enforceability of the Security may also be limited by equitable principles including the principle that equitable remedies such as specific performance and injunction may only be granted in the discretion of a court of competent jurisdiction;
6. the PPSA imposes certain obligations on secured creditors which cannot be varied by contract. The PPSA may also affect the enforcement of certain rights and remedies contained in the Security to the extent that those rights and remedies are inconsistent with and contrary to the PPSA;
7. this opinion is not to be taken as relating to any property or assets which are located outside the Province of Ontario, or as to the validity or enforceability of the Security insofar as it relates to such property; and
8. we express no opinion as to the priority of the Thornbury Mortgage and MacTier Mortgage with respect to:
 - (i) any defects of quality or title, encroachments or by-law infractions which might be revealed by an up-to-date survey of the Properties;
 - (ii) any liens and related certificates of action registered against the Properties pursuant to the *Construction Lien Act* (Ontario);
 - (iii) all limitations, reservations, provisos and conditions expressed in the original grant from the Crown;
 - (iv) liens for taxes (which includes local improvement assessments, charges, levies and rates) or utility charges (including levies or imposts for sewers and other municipal utility services) not yet due;
 - (v) zoning and building by-laws and ordinances, and municipal by-laws and regulations;
 - (vi) undetermined or inchoate liens and charges;
 - (vii) the exceptions and qualifications set forth in the *Land Titles Act* (Ontario);

- (viii) any right of expropriation conferred by any statute of Canada or the Province of Ontario;
- (ix) any statutory liens or claims which may have or obtained priority without registration in any office of public record;
- (x) defects or irregularities in title to the Properties which in our opinion, acting reasonably, do not and will not, either individually or in the aggregate, materially and adversely affect the Security or the priority thereof or the value or use of the Properties;
- (xi) any unregistered development, subdivision, servicing, site plan, restrictive covenant or similar agreements concerning the Properties entered into from time to time, but any such agreement would not have priority over the Security unless LBC (i) had actual notice of such agreement before the Security was registered or (ii) subordinated the Security to such agreement;
- (xii) minor encroachments over neighbouring lands and permitted under agreements with the owners of such lands or under possessory rights;
- (xiii) any unregistered easements or rights of way that may affect the Properties;
- (xiv) the rights of any party under any executory agreement of purchase and sale or other executory purchase agreement; and
- (xv) the rights of any party under any lease, sublease, agreement to lease, tenancy agreement or any other occupancy agreement relating to the Properties or a portion thereof, for which notice is not required to be registered pursuant to the provisions of the *Land Titles Act* (Ontario) or in respect of which LBC had actual notice when the Security was registered.

We trust the above is satisfactory for your purposes. Should you have any questions, please contact the undersigned.

Yours truly,
CHAITONS LLP



George Benchetrit
PARTNER*

*Denotes Professional Corporation

GB/ST

SCHEDULE "A"

LEGAL DESCRIPTION AND TITLE SEARCH

207484 Highway 26, Thornbury, Ontario

PIN: 37129-0199 (LT)

Property Description: 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

Reg. No.	Date	Instrument Type	Parties From	Parties To
R549364	2008/03/27	Transfer		RSV Investments Inc.
GY76894	2013/04/11	Charge	RSV Investments Inc.	Laurentian Bank of Canada
GY145035	2017/10/10	Notice	RSV Investments Inc.	Laurentian Bank of Canada
GY174541	2019/08/22	Charge	RSV Investments Inc.	Miltom Services Limited
GY176307	2019/09/26	APL Court Order	Ontario Superior Court of Justice	RSM Canada Limited

SCHEDULE "B"

LEGAL DESCRIPTION AND TITLE SEARCH

21 High Street, MacTier, Ontario

PIN: 48006-0247 (LT)

Property Description: PCL 13891 Sec Muskoka; PT LT 2 Con 5 Freeman as in LT139263, LT130267; Georgian Bay; The District Municipality of Muskoka

Reg. No.	Date	Instrument Type	Parties From	Parties To
MT165008	2016/03/24	Transfer	Front Desk Ltd.	Sean Deer Enterprises Ltd.
MT165009	2016/03/24	Charge	Sean Deer Enterprises Ltd.	Front Desk Ltd.
MT206545	2018/11/14	Charge	Sean Deer Enterprises Ltd.	Laurentian Bank of Canada
MT217192	2019/08/22	Charge	Sean Deer Enterprises Ltd.	Miltom Services Limited
MT218757	2019/09/26	APL Court Order	Ontario Superior Court of Justice	RSM Canada Limited

APPENDIX H

Enquiry Result

File Currency: 07MAR 2021

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266094	1	4	1	8	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266094		01	001		20091029 1940 1531 3714	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BLACK ANGUS FINE MEATS & GAME INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor										
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.										
File Currency	07MAR 2021										
	File Number	Family	of Families	Page						of Pages	
	657266094	1	4	2						8	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under			
		001	001		20170829 1356 1862 3190						
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period					
	657266094		X	B RENEWAL	8						
Reference Debtor/ Transferor	First Given Name			Initial	Surname						
	Business Debtor Name										
	BLACK ANGUS FINE MEATS & GAME INC.										
Other Change	Other Change										
Reason / Description	Reason / Description										
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname					
	Business Debtor Name							Ontario Corporation Number			
	Address				City		Province	Postal Code			
Assignor Name	Assignor Name										
Secured Party	Secured party, lien claimant, assignee										
	Address				City		Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date		
Motor Vehicle Description	Year	Make			Model			V.I.N.			
General Collateral Description	General Collateral Description										
Registering Agent	Registering Agent or Secured Party/ Lien Claimant										
	SORBARA, SCHUMACHER, MCCANN LLP (KL)										
	Address				City			Province	Postal		

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266103	2	4	3	8	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266103		01	001		20091029 1940 1531 3715	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	BLACK ANGUS FINE MEATS & GAME INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.									
File Currency	07MAR 2021									
	File Number	Family	of Families	Page						of Pages
	657266103	2	4	4						8
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	001		20170829 1357 1862 3191					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	657266103		X	B RENEWAL	8					
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	BLACK ANGUS FINE MEATS & GAME INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	SORBARA, SCHUMACHER, MCCANN LLP									
	Address				City		Province	Postal		

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	718545717	3	4	5	8	12JUL 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
718545717		001	2		20160712 1622 6005 9087	P PPSA	06		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BLACK ANGUS FINE MEATS AND GAME INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26 WEST #1,				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	NATIONAL LEASING GROUP INC.								
	Address				City	Province	Postal Code		
	1525 BUFFALO PLACE,				WINNIPEG	MB	R3T 1L9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL SHELVINGS/RACKINGS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT								
	NUMBER 2761581, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED								
	FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	718545717	3	4	6	8	12JUL 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
718545717		002	2		20160712 1622 6005 9087				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	Address				City	Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SUBSTITUTIONS.								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	749291958	4	4	7	8	21MAR 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
749291958		001	2		20190321 1221 6005 9423	P PPSA	04		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BLACK ANGUS FINE MEATS & GAME INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26 #1 W				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	CWB NATIONAL LEASING INC.								
	Address				City	Province	Postal Code		
	1525 BUFFALO PLACE (2926078)				WINNIPEG	MB	R3T 1L9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X						
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	ALL SHELVING/RACKING OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT								
	NUMBER 2926078, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED								
	FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES AND								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

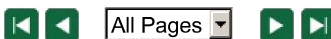
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Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FINE MEATS & GAME INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	749291958	4	4	8	8	21MAR 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
749291958		002	2		20190321 1221 6005 9423				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	SUBSTITUTIONS.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

LAST PAGE

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
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Enquiry Result

File Currency: 07MAR 2021

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Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266076	1	3	1	6	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266076		01	001		20091029 1940 1531 3712	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BLACK ANGUS FREEZER BEEF (2005) LTD.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor										
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.										
File Currency	07MAR 2021										
	File Number	Family	of Families	Page						of Pages	
	657266076	1	3	2						6	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT											
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under			
		001	001		20170829 1358 1862 3192						
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period					
	657266076		X	B RENEWAL	8						
Reference Debtor/ Transferor	First Given Name			Initial	Surname						
	Business Debtor Name										
	BLACK ANGUS FREEZER BEEF (2005) LTD.										
Other Change	Other Change										
Reason / Description	Reason / Description										
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname					
	Business Debtor Name							Ontario Corporation Number			
	Address				City		Province	Postal Code			
Assignor Name	Assignor Name										
Secured Party	Secured party, lien claimant, assignee										
	Address				City		Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date		
Motor Vehicle Description	Year	Make			Model			V.I.N.			
General Collateral Description	General Collateral Description										
Registering Agent	Registering Agent or Secured Party/ Lien Claimant										
	SORBARA, SCHUMACHER, MCCANN LLP (KL)										
	Address				City			Province	Postal		

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266085	2	3	3	6	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266085		01	001		20091029 1940 1531 3713	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	BLACK ANGUS FREEZER BEEF (2005) LTD.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.									
File Currency	07MAR 2021									
	File Number	Family	of Families	Page						of Pages
	657266085	2	3	4						6
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
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Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
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Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	BLACK ANGUS FREEZER BEEF (2005) LTD.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	SORBARA, SCHUMACHER, MCCANN LLP (KL)									
	Address				City			Province	Postal	

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743813352	3	3	5	6	17SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743813352		001	2		20180917 1347 1532 3252	P PPSA	05		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	BLACK ANGUS FREEZER BEEF (2005) LTD.								
	Address				City	Province	Postal Code		
	207484 HWY 26 W RR1				THORNBURY	ON	N0H2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	MERCEDES-BENZ FINANCIAL								
	Address				City	Province	Postal Code		
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA	ON	L4W0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X		X	X	50782.00	06SEP2023	
Motor Vehicle Description	Year	Make			Model	V.I.N.			
	2018	MERCEDES-B			METRISC L	WD3BG3EA9J3401869			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D + H LIMITED PARTNERSHIP								
	Address				City	Province	Postal Code		
	2 ROBERT SPECK PARKWAY, 15TH FLOOR				MISSISSAUGA	ON	L4J 1H8		

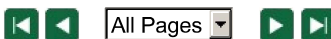
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Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743813352	3	3	6	6	17SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
743813352		002	2		20180917 1347 1532 3252				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION								
	Address				City	Province	Postal Code		
	2680 MATHESON BLVD. E. STE 500				MISSISSAUGA	ON	L4W0A5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

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
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Enquiry Result

File Currency: 07MAR 2021

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Type of Search	Business Debtor								
Search Conducted On	RSV INVESTMENTS INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266058	1	2	1	4	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266058		01	001		20091029 1940 1531 3710	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RSV INVESTMENTS INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor									
Search Conducted On	RSV INVESTMENTS INC.									
File Currency	07MAR 2021									
	File Number	Family	of Families	Page						of Pages
	657266058	1	2	2						4
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	001		20170829 1359 1862 3194					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	657266058		X	B RENEWAL	8					
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	RSV INVESTMENTS INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	SORBARA, SCHUMACHER, MCCANN LLP (KL)									
	Address				City		Province	Postal		

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	RSV INVESTMENTS INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	657266067	2	2	3	4	29OCT 2027			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
657266067		01	001		20091029 1940 1531 3711	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	RSV INVESTMENTS INC.								
	Address				City	Province	Postal Code		
	207484 HIGHWAY 26				THORNBURY	ON	N0H 2P0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	LAURENTIAN BANK OF CANADA								
	Address				City	Province	Postal Code		
	300-130 ADELAIDE ST. W. LEGAL SERVICES				TORONTO	ON	M5H 3P5		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	CANADIAN SECURITIES REGISTRATION SYSTEMS								
	Address				City	Province	Postal Code		
	4126 NORLAND AVENUE				BURNABY	BC	V5G 3S8		

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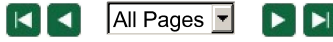
Type of Search	Business Debtor									
Search Conducted On	RSV INVESTMENTS INC.									
File Currency	07MAR 2021									
	File Number	Family	of Families	Page						of Pages
	657266067	2	2	4						4
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT										
	Cautious Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number			Registered Under		
		001	001		20170829 1359 1862 3195					
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period				
	657266067		X	B RENEWAL	8					
Reference Debtor/ Transferor	First Given Name			Initial	Surname					
	Business Debtor Name									
	RSV INVESTMENTS INC.									
Other Change	Other Change									
Reason / Description	Reason / Description									
Debtor/ Transferee	Date of Birth	First Given Name			Initial	Surname				
	Business Debtor Name							Ontario Corporation Number		
	Address				City		Province	Postal Code		
Assignor Name	Assignor Name									
Secured Party	Secured party, lien claimant, assignee									
	Address				City		Province	Postal Code		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
Motor Vehicle Description	Year	Make			Model			V.I.N.		
General Collateral Description	General Collateral Description									
Registering Agent	Registering Agent or Secured Party/ Lien Claimant									
	SORBARA, SCHUMACHER, MCCANN LLP (KL)									
	Address				City			Province	Postal	

				Code
	31 UNION STREET EAST	WATERLOO	ON	N2J 1B8

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ServiceOntario

LAND REGISTRY OFFICE #16

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

37129-0199 (LT)

PAGE 1 OF 37 PREPARED ON 2021/05/23

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:

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 DESIGNATED AS PARTS 5, 6 & 7, 16R-3221; SAVE & EXCEPT PARTS 1 & 2, 16R-11180; TOWN OF THE BLUE MOUNTAINS

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

OWNERS' NAMES

RSV INVESTMENTS INC.

RECENTLY:

DIVISION FROM 37129-0074

CAPACITY SHARE
ROWN

PIN CREATION DATE
2019/05/23

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/05/23 **				
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**	CONVENTION.				
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO	LAND TITLES: 2009/03/23 **				
16R3221	1987/11/09	PLAN REFERENCE			
16R3779	1989/05/16	PLAN REFERENCE			
R549364	2008/03/27	TRANSFER	\$730,000		
GX76894	2013/04/11	CHARGE	\$1,800,000	RSV INVESTMENTS INC.	RSV INVESTMENTS INC.
GX145035	2017/10/10	NOTICE		RSV INVESTMENTS INC.	RSV INVESTMENTS INC.
	REMARKS: GX76894				
GX174541	2019/08/22	CHARGE	\$250,000	RSV INVESTMENTS INC.	MILTOM SERVICES LIMITED
GX176307	2019/09/26	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED

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NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



Ontario



LAND REGISTRY OFFICE #16

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

37129-0197 (LT)

PAGE 1 OF 1
PREPARED ON 2021/05/23

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PART OF LOT 36,; PART OF ROAD ALLOWANCE BETWEEN LOTS 36 & 37, COLLINGWOOD CLOSED BY R102245 DESIGNATED AS PART 1, 16R-11180; TOWN OF THE MOUNTAINS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT GY169506.

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 37129-0074

OWNERS' NAMES
ANDERSON, JENNIFER

CAPACITY SHARE
ROWN

PIN CREATION DATE
2019/05/23

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/05/23 **			
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**	AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**	CONVENTION.				
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 2009/03/23 **					
GY76894	2013/04/11	CHARGE	\$1,800,000	RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA
GY145035	2017/10/10	NOTICE		RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA
		REMARKS: GY76894			
16R11180	2019/03/29	PLAN REFERENCE			
GY169506	2019/05/03	TRANSFER		RSV INVESTMENTS INC.	ANDERSON, JENNIFER

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APPENDIX I

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 February 28, 2021

	Black Angus Fine Meats & Game Inc.	Black Angus Freezer Beef (2005) Ltd.	RSV Investments Inc.	21 High Street, MacTier, ON	Total
Receipts					
Cash on hand	\$ 46,084	\$ 2,218	\$ -	\$ -	\$ 48,302
Transfer from other account	-	63,327	96,628	104,426	264,381
Accounts receivable collections	104,829	-	-	-	104,829
Commission from Agent's sale of inventory	42,007	18,255	-	-	60,263
Auction proceeds (Note 1)	260,510				260,510
Sale of intangible assets	3,000				3,000
Insurance proceeds		16,500			16,500
Rental Income	-	-	-	16,153	16,153
HST refunds	5,349	7,040	7,429	10,361	30,180
HST collected	5,851	2,373	-	2,100	10,324
Miscellaneous refunds	110	60			171
Total receipts	\$ 467,741	\$ 109,774	\$ 104,057	\$ 133,040	\$ 814,612
Disbursements					
Rent	\$ 15,620	\$ -	\$ -	\$ -	\$ 15,620
Outside consulting (former bookkeeper)	20,602	-	-	-	20,602
Electronic books and records hosting	7,509				7,509
Taking possession	4,319	2,617	1,409	1,429	9,774
Virtual data room	500				500
Repairs & maintenance	199	2,750	4,859	64,453	72,261
Utilities	2,062	2,446	7,255	7,569	19,332
Insurance	1,212	2,183	20,487	4,818	28,699
Security	-	543	4,202	240	4,985
Property management	4,050	450	18,377	5,978	28,855
Third party inventory storage fees	960				960
Advertising	1,954	-	-	-	1,954
HST Paid	11,661	11,033	8,101	13,341	44,135
PST Paid	97	173	1,639	314	2,223
Transfer to other account	264,381	-	-	-	264,381
Receiver's Fees - RSM Canada Limited	34,588	47,138	-	-	81,726
Legal Fees - Thornton Grout Finnigan LLP	11,788	11,788	23,577	23,577	70,730
Legal Fees - Chaitons (legal opinion)	3,425				3,425
Miscellaneous	448	1,099	1,749	839	4,135
Total Disbursements	\$ 385,376	\$ 82,220	\$ 91,655	\$ 122,556	\$ 681,807
Excess of receipts over disbursements	\$ 82,365	\$ 27,555	\$ 12,402	\$ 10,484	\$ 132,805

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

APPENDIX J

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 March 8, 2021)

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

assets, undertakings and properties of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Investments Inc., and the property municipally known as 21 High Street, MacTier, Ontario owned by Sean Deer Enterprises Ltd. (collectively referred to herein as the “**Debtors**”), acquired for, or used in relation to, the businesses carried on by the Debtors, including all proceeds thereof.

3. Attached hereto and marked as **Exhibit “A”** to this my affidavit are copies of invoices issued by RSM for fees incurred by the Receiver (the “**Invoices**”) in respect of the receivership proceedings for the period from March 1, 2020 to February 28, 2021 (the “**Period**”). The total fees and disbursements charged for the Period are \$88,963.00 and \$2,409.43, respectively, plus HST of \$11,878.42 for a total of \$103,250.85. The average hourly rate charged during the Period was \$383.79.

4. The Invoices are a fair and accurate description of the services provided and the amounts charged by RSM for the Period.

5. As set out in its Third Report, the Receiver is seeking approval of its estimated fees of up to \$30,000.00 plus HST to complete its administration of the receivership.

6. The Receiver is therefore seeking at this time approval of the Court for its fees, including HST, set out above of \$103,250.85, plus the Receiver’s estimate to complete the administration of the receivership of up to \$33,900.00, including HST.

7. Attached hereto and marked as **Exhibit “B”** is a schedule summarizing the Invoices, the total billable hours charged in the Invoices, the total fees charged in the Invoices and the average hourly rate charged in the Invoices. The Receiver’s accounts have been prepared on the basis that time incurred that specifically relates to an individual Debtor has been billed to that Debtor. Time incurred that relates to more than one Debtor has been included in the “Combined” invoices referred to in Exhibit “B”.

8. I make this affidavit in support of a motion for an Order approving the Receiver’s fees and disbursements and for no other or improper purpose.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME
THIS 8th DAY OF MARCH, 2021**



A Commissioner, etc.

Daniel Raphael Weisz,
a Commissioner, etc., Province of Ontario, for
RSM Canada LLP and RSM Canada Limited.
Expires February 4, 2024.



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 April 20, 2020

Client File 7842615/10003

Invoice 6

No. 5970911

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 March 1, 2020 to March 31, 2020:

Date	Professional	Description
03/03/2020	Brenda Wong	Review hydro bills received; email to Richmond Advisory Services ("RAS") re locating modem to be returned to Bell.
03/03/2020	Arif Dhanani	Call to Township of Georgian Bay; email to RAS re sewage issue.
03/03/2020	Donna Nishimura	Deposit cheque at the bank.
03/05/2020	Arif Dhanani	Discussion with C. Delaney on plumbing issue.
03/06/2020	Anne Baptiste	Prepare disbursement cheques; process receipts to Ascend; prepare bank reconciliation; filing of banking documentation.
03/06/2020	Daniel Weisz	Review email from the first mortgagee and discussion with A. Dhanani on same.
03/06/2020	Arif Dhanani	Review of email from MacTier first mortgagee; forward same to Thornton Grout Finnigan LLP ("TGF") and comment thereon; prepare schedule requested by MacTier first mortgagee.
03/06/2020	Colleen Delaney	Calls and emails with RAS and tenants re plumbing issues; conference call with RAS, Town of Muskoka and plumber re status of issue and next steps to resolve; review email report from plumber and RAS' response; email update to tenants re status of repairs; call with A. Dhanani re first mortgagee's input on past plumbing repairs; email to RAS with first mortgagee's contact details.
03/09/2020	Daniel Weisz	Review draft email to first mortgagee and discussion with A. Dhanani on same.
03/09/2020	Arif Dhanani	Draft email to MacTier first mortgagee and send to D. Weisz and TGF for comments; discussion with RAS re contact with first mortgagee; review of update from plumbing company; send email and cost breakdown to MacTier first mortgagee as requested.
03/10/2020	Brenda Wong	Email to Bell re invoice for 21 High Street.
03/10/2020	Arif Dhanani	Review of emails from MacTier Property first mortgagee and respond, as appropriate; emails to/from TGF in this regard; emails to/from RAS re sewage issue.

Date	Professional	Description
03/12/2020	Daniel Weisz	Discussion with A. Dhanani re results of court application today.
03/12/2020	Arif Dhanani	Call with RAS and Harris Plumbing; email to TGF re sewage issue and contacting S. Kelly re same.
03/12/2020	Echa Odeh	Review of utilities currently on file, discussions with A. Dhanani regarding same; draft correspondence to Enbridge Gas and Muskoka District to close Receiver's accounts; accrue liabilities in Ascend; review of HST calculations; email to B. Wong for further information.
03/12/2020	Colleen Delaney	Call from tenant and forward to A. Dhanani.
03/13/2020	Anne Baptiste	Filing of banking documentation; prepare disbursement cheques.
03/13/2020	Brenda Wong	Emails with RAS and Bell re modem to be returned; emails with S. Schell re cancellation of snow services; calls to K&B Pizzeria and Royal LePage on discharge of Receiver re 21 High Street; email court order to B. Morrison.
03/13/2020	Arif Dhanani	Call with tenant re discharge of Receiver re MacTier Property; call with Harris Plumbing; draft and send letter to Corporation of Township of Georgian Bay; call with TD Bank.
03/16/2020	Brenda Wong	Review final bill from Steve's; email to Bell re account and related matters; email to HUB International Insurance Brokers re cancellation of insurance.
03/16/2020	Arif Dhanani	B. Wong re cancellation of insurance over 21 High Street.
03/19/2020	Brenda Wong	Respond to call from Royal LePage re discharge of Receiver re MacTier property.
03/19/2020	Arif Dhanani	Review fees, disbursements and costs related to MacTier Property and send calculation thereof to TGF.
03/20/2020	Arif Dhanani	Call with L. Williams of TGF re quantum of Receiver's charge over 21 High Street, amend schedules and send to TGF.
03/26/2020	Echa Odeh	Review of file; print GL and prepare Receiver's report pursuant to Section 246(2) of the Bankruptcy and Insolvency Act and Statement of Receipts and Disbursements in draft.
03/26/2020	Arif Dhanani	Review of email forwarded by TGF from First Mortgagee's counsel and comment thereon.
03/26/2020	Colleen Delaney	Review mail and approve bills.
03/27/2020	Arif Dhanani	Call with L. Williams; email to TGF re potential liabilities in Sean Deer.
03/30/2020	Colleen Delaney	Confirm online payment of utility bills.
03/31/2020	Arif Dhanani	Emails from/to TGF re conference call with First Mortgagee's counsel; review of email from B. Wong re final bills received for MacTier Property and approval to pay same.
		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	0.70	\$ 525	\$ 367.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	9.30	\$ 395	3,673.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.50	\$ 395	592.50
Brenda Wong, CIRP, LIT	Senior Manager	1.40	\$ 395	553.00
Echa Odeh	Senior Associate	4.20	\$ 225	945.00
Anne Baptiste/Donna Nishimura	Estate Administrator	1.60	\$ 110	176.00
Total hours and professional fees		18.70		\$ 6,307.50
HST @ 13%				819.98
Total payable				\$ 7,127.48

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.



GST/HST: 80784 1440 RT 0001

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

Date May 26, 2020

Client File 7842615/10003

Invoice 7

No. 6018294

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 April 1, 2020 to April 30, 2020:

Date	Professional	Description
04/02/2020	Echa Odeh	Prepare wire transfer forms for payment of expenses.
04/03/2020	Brenda Wong	Review disbursements and funding required.
04/03/2020	Echa Odeh	Prepare wire transfer form for payment of expenses and update cheque requisition for new invoice.
04/06/2020	Brenda Wong	Review revised cheque request and email to A. Dhanani re wire transfers to be processed.
04/06/2020	Arif Dhanani	Facilitate execution of wire transfer forms for payment of final hydro and snowplow bills.
04/13/2020	Arif Dhanani	Facilitate payment of final water bill for the period to March 13, 2020.
04/15/2020	Arif Dhanani	Review of email from first mortgagee forwarded by Thornton Grout Finnigan LLP ("TGF") and respond to TGF thereon.
04/22/2020	Colleen Delaney	Review final 21 High Street bill from Richmond Advisory Services ("RAS") and email L. Marshall with questions on same and review responses.
04/24/2020	Anne Baptiste	Prepare bank reconciliations for February and March.
04/27/2020	Colleen Delaney	Prepare documents for payment of final 21 High Street bill.
04/28/2020	Colleen Delaney	Determine transfer of funds required into account to cover RAS' final bill.
		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	1.00	\$ 395	\$ 395.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.70	\$ 395	276.50
Brenda Wong, CIRP, LIT	Senior Manager	0.30	\$ 395	118.50
Echa Odeh	Senior Associate	0.40	\$ 225	90.00
Anne Baptiste	Estate Administrator	0.50	\$ 110	55.00
Total hours and professional fees		2.90		\$ 935.00
HST @ 13%				121.55
Total payable				\$ 1,056.55

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.



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

Date July 7, 2020

Client File 7842615/10003

Invoice 8

No. 6055512

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 May 1, 2020 to May 31, 2020:

Date	Professional	Description
05/04/2020	Colleen Delaney	Prepare and file HST returns for the period February 1 to April 30, 2020.
05/11/2020	Arif Dhanani	Draft letter to Laurentian Bank of Canada ("LBC") to transfer funds from Fine Meats to 21 High Street and send same to D. Weisz for signature; receipt of signed letter and send same to LBC.
05/12/2020	Echa Odeh	Phone call with Canada Revenue Agency ("CRA") regarding RT0002 refund; email discussion with C. Delaney, phone call to CRA to confirm refund required.
05/12/2020	Colleen Delaney	Respond to emails regarding HST refunds with respect to RT0002 account; return call from CRA HST auditor; email update to A. Dhanani et al.
05/14/2020	Colleen Delaney	Review letter from CRA HST auditor noting document copies required; email A. Dhanani/D. Weisz re plan to address given COVID-19; call CRA regarding HST audit procedures given COVID-19.
05/14/2020	Daniel Weisz	Review and respond to emails re CRA HST audit.
05/15/2020	Colleen Delaney	Prepare HST reports required by auditor and identify information requested; call CRA HST auditor and leave message.
05/15/2020	Anne Baptiste	Prepare bank reconciliation.
05/19/2020	Colleen Delaney	Prepare and send report of information required by CRA's HST auditor for two reporting periods to B. Wong.
05/20/2020	Colleen Delaney	Review electronic invoices for HST audit and email A. Dhanani/B. Wong regarding same.
05/21/2020	Colleen Delaney	Emails regarding source documents required for CRA's HST audit; confirm availability of required documents.
05/25/2020	Colleen Delaney	Gather and compile electronic documents required by CRA HST for two reporting periods and save same.

Date	Professional	Description
05/26/2020	Colleen Delaney	Source back-up for HST charged; prepare correspondence in response to CRA's HST request enclosing court order and all requested documentation to comply with audit request; emails regarding reporting by Artisan Meats.
05/27/2020	Colleen Delaney	Call from CRA HST to confirm the manner documents are to be sent.
05/29/2020	Anne Baptiste	Process electronic payment in Ascend; process receipt.
		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	\$ 595	\$ 119.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.40	\$ 485	194.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	7.00	\$ 485	3,395.00
Echa Odeh	Senior Associate	0.50	\$ 225	112.50
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		8.50		\$ 3,864.50
HST @ 13%				502.39
Total payable				\$ 4,366.89

* New rates are effective May 1, 2020 with RSM Canada Limited's new fiscal year.

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.



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

Date August 20, 2020

Client File 7842615/10003

Invoice 9

No. 6093190

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 June 1, 2020 to July 31, 2020:

Date	Professional	Description
06/05/2020	Colleen Delaney	Review voicemail from Canada Revenue Agency ("CRA"); update email to A. Dhanani.
06/10/2020	Colleen Delaney	Follow up voicemail from CRA; respond to waste removal company's questions.
06/19/2020	Anne Baptiste	Prepare bank reconciliation.
06/22/2020	Arif Dhanani	Review offer on 21 High St. forwarded by Thornton Grout Finnigan LLP ("TGF").
06/23/2020	Arif Dhanani	Review further offer on 21 High St.; call with TGF; call with TGF and Laurentian Bank of Canada regarding offer on MacTier Property.
07/10/2020	Colleen Delaney	Review HST refund cheque and notices of assessment to confirm amount of refund.
07/10/2020	Echa Odeh	Prepare receipt processing form for HST refund.
07/16/2020	Anne Baptiste	Process receipt in Ascend.
07/26/2020	Anne Baptiste	Prepare bank reconciliation.
		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	2.30	\$ 485	\$ 1,115.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.50	\$ 485	242.50
Echa Odeh	Senior Associate	0.20	\$ 225	45.00
Anne Baptiste	Estate Administrator	0.50	\$ 110	55.00
Total hours and professional fees		<u>3.50</u>		\$ 1,458.00
HST @ 13%				189.54
Total payable				\$ 1,647.54

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



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

Date January 19, 2021

Client File 7842615/10003

Invoice 10

No. 6213315

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 August 1, 2020 to December 31, 2020:

Date	Professional	Description
08/12/2020	Anne Baptiste	Prepare bank reconciliation.
10/07/2020	Arif Dhanani	Review, amend and sign the Receiver's report pursuant to Section 246(2) of the Bankruptcy and Insolvency Act.
10/05/2020	Anne Baptiste	Prepare bank reconciliation.
11/10/2020	Anne Baptiste	Prepare bank reconciliation.
12/11/2020	Anne Baptiste	Prepare bank reconciliation.
		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	0.30	\$ 485	\$ 145.50
Anne Baptiste	Estate Administrator	0.70	\$ 110	77.00
Total hours and professional fees		1.00		\$ 222.50
HST @ 13%				28.93
Total payable				\$ 251.43

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



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

Date February 16, 2021

Client File 7842615/10003

Invoice 11

No. 6237884

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 January 1, 2021 to January 31, 2021:

Date	Professional	Description
01/05/2021	Arif Dhanani	Review email from P. Fesheraki of Thornton Grout Finnigan LLP ("TGF") re 21 High Street, review prior Receiver's emails and respond to P. Fesheraki.
01/05/2021	Echa Odeh	Phone call with Canada Revenue Agency ("CRA") regarding HST return; prepare and file final HST return; phone call to CRA to close HST account.
01/13/2021	Anne Baptiste	Prepare bank reconciliation.
01/21/2021	Echa Odeh	Phone call with CRA regarding held HST return.
01/22/2021	Daniel Weisz	Review emails re status of discussions with the first mortgagee and email to TGF re same; discussion with A. Dhanani on same.
01/27/2021	Daniel Weisz	Review and respond to email re closing of the sale of the property.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, filing of e-mails, 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	0.50	\$ 595	\$ 297.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.70	\$ 485	339.50
Echa Odeh	Senior Associate	0.70	\$ 225	157.50
Anne Baptiste	Estate Administrator	0.10	\$ 110	11.00
Total hours and professional fees		<u>2.00</u>		\$ 805.50
HST @ 13%				104.72
Total payable				\$ 910.22

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



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

Date March 2, 2021

Client File 7842615/10003

Invoice 12

No. 6253117

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 February 1, 2021 to February 28, 2021:

Date	Professional	Description
2/18/2021	Daniel Weisz	Review documents re allocation of closing proceeds and discussion with A. Dhanani on same.
2/18/2021	Arif Dhanani	Review of email forwarded by Thornton Grout Finnigan LLP ("TGF") from counsel to Front Desk Ltd. ("Front Desk"); respond to TGF in this regard; draft Receiver's statement of disbursements and update allocation schedule.
2/19/2021	Daniel Weisz	Review revised allocation of costs and email to A. Dhanani re same.
2/19/2021	Arif Dhanani	Calculate amount owed to Front Desk and Receiver and allocation of deficiency based on Front Desk's methodology; draft alternative methodology calculation for allocation of net proceeds of sale of 21 High Street.
2/22/2021	Arif Dhanani	Call with Laurentian Bank of Canada ("LBC") and TGF re allocation of MacTier Property sales proceeds; complete various schedules and send same to TGF.
2/23/2021	Arif Dhanani	Review of email from TGF re counter proposal from Barristons; recalculate proposed distribution to Front Desk and Receiver and send same to TGF.
2/24/2021	Arif Dhanani	Email to and call with LBC re proposed MacTier settlement.
2/24/2021	Anne Baptiste	Prepare bank reconciliation.
2/24/2021	Daniel Weisz	Discussion with A. Dhanani re MacTier settlement and report to court.
		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	0.50	\$ 595	\$ 297.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	3.40	\$ 485	1,649.00
Anne Baptiste	Estate Administrator	0.10	\$ 110	11.00
Total hours and professional fees		<u>4.00</u>		\$ 1,957.50
HST @ 13%				254.48
Total payable				\$ 2,211.98

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