

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.

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



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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Toronto, ON Canada M5K 1K7
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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 \$

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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 Fine Meats & Game Inc. (the “Borrower”)

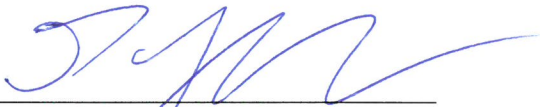
Take notice that:

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', written over a light blue circular stamp.

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”)

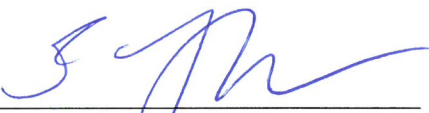
Take notice that:

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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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

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

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

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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Mortgage	810002925461
Capital	1 022 760.00 \$
Interest rate	5.45%
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Daily interest charge _____ X 152.71 \$
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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: Sean Deer Enterprises Ltd. (the “Debtor”)

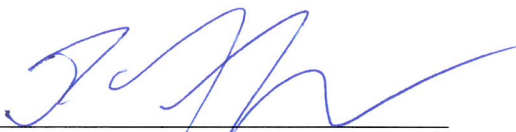
Take notice that:

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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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

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', written over a horizontal line.

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**”).

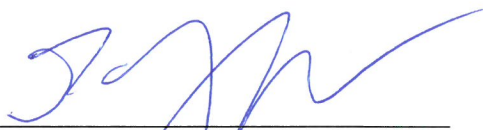
3. The total amount of the indebtedness secured by the Security is CAD \$750,000, plus accruing interest and costs incurred by or charged to the Bank.

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
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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 \$	
	<small>(NO OF DAYS)</small>		
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 \$	
	<small>(NO OF DAYS)</small>		
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 \$	
	<small>(NO OF DAYS)</small>		
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 \$
(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: 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 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>

Daily interest charge _____ X 152.71 \$
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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.



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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

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%
Interest accrued to June 20, 2019		355.03 \$
Administration fee		375.00 \$
Sub-total		<u>125 874.03 \$</u>

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(NO OF DAYS)

Mortgage		810002925461
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Interest rate		5.45%
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Daily interest charge _____ X 152.71 \$
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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: 

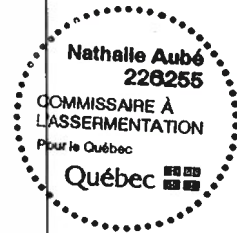
Christopher Corcoran, Manager - Special Loans

E. & O.E.

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.

**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

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>

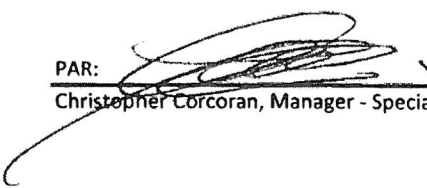
Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

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.

**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

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)

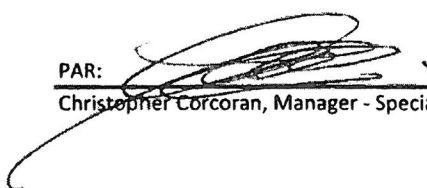
Overdraft		172-1873566-01
Capital		31 823.42 \$
Interest rate		22.00%
Interest accrued to June 20, 2019		348.04 \$
Administration fee		3.75 \$
Sub-total		<u>32 175.21 \$</u>

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.

**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

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

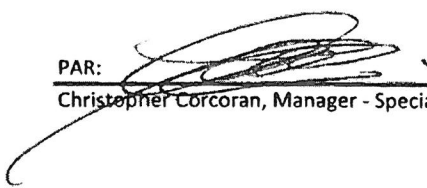
Daily interest charge _____ X 19.18 \$
(NO OF DAYS)

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: 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.

N. Aubé

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 acting for Signed 2019 08 22
Waterloo
N2L 6R5 Chargor(s)

Tel 519-579-3660

Fax 519-743-2540

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

MILLER THOMSON LLP 295 Hagey Blvd., Suite 300 2019 08 22
Waterloo
N2L 6R5

Tel 519-579-3660

Fax 519-743-2540

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:
 - (a) That no part of any Indebtedness existing at the date of this Charge or incurred or arising thereafter, shall be deemed to be unsecured by this Charge.
 - (b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of such Indebtedness and shall be deemed to be taken as security for the ultimate balance of such Indebtedness; AND these presents shall not, nor shall anything herein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Chargee from the Chargor or from any other person or persons and this Charge shall not in any way

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, estoppel certificates issued by the Condominium Corporation; and if the Chargor fails to so comply in any respect, the Chargee may do so at its option and all costs and expenses incurred by the Chargee in connection therewith shall be secured by this Charge and payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
 - (c) The Chargor shall pay, when due, all monies payable by the Chargor or with respect to the said lands in accordance with the provisions of the Condominium Act (Ontario) and the declaration, by-laws and rules of the Condominium Corporation, including all required contributions to common

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 to permit the Chargee to inspect the records of the Condominium Corporation at any reasonable time;
- (g) In addition to and notwithstanding any other provisions of this Charge, the outstanding principal amount and all accrued interest and other charges secured by this Charge shall, at the Chargee's option, become immediately due and payable without notice or demand if any of the following events or circumstances shall occur and be continuing:
 - (i) the government of the Condominium Corporation or the government of the said lands by the Condominium Corporation is terminated;

- (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 acting for Signed 2019 08 22
 Waterloo
 N2L 6R5 Chargor(s)

Tel 519-579-3660
 Fax 519-743-2540

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

MILLER THOMSON LLP 295 Hagey Blvd., Suite 300 2019 08 22
 Waterloo
 N2L 6R5

Tel 519-579-3660
 Fax 519-743-2540

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:
 - (a) That no part of any Indebtedness existing at the date of this Charge or incurred or arising thereafter, shall be deemed to be unsecured by this Charge.
 - (b) That this Charge is and shall be a continuing collateral security to the Chargee for the amount of such Indebtedness and shall be deemed to be taken as security for the ultimate balance of such Indebtedness; AND these presents shall not, nor shall anything herein contained operate so as to create any merger or discharge of any debt owing to the Chargee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Chargee from the Chargor or from any other person or persons and this Charge shall not in any way

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, estoppel certificates issued by the Condominium Corporation; and if the Chargor fails to so comply in any respect, the Chargee may do so at its option and all costs and expenses incurred by the Chargee in connection therewith shall be secured by this Charge and payable by the Chargor to the Chargee forthwith upon demand, together with interest thereon as herein provided;
 - (c) The Chargor shall pay, when due, all monies payable by the Chargor or with respect to the said lands in accordance with the provisions of the Condominium Act (Ontario) and the declaration, by-laws and rules of the Condominium Corporation, including all required contributions to common

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 to permit the Chargee to inspect the records of the Condominium Corporation at any reasonable time;
- (g) In addition to and notwithstanding any other provisions of this Charge, the outstanding principal amount and all accrued interest and other charges secured by this Charge shall, at the Chargee's option, become immediately due and payable without notice or demand if any of the following events or circumstances shall occur and be continuing:
 - (i) the government of the Condominium Corporation or the government of the said lands by the Condominium Corporation is terminated;

- (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@tgf.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.

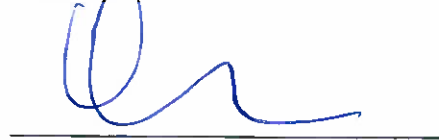
For consideration received, the receipt and sufficiency of which are hereby irrevocably acknowledged, Anderson hereby consents to the immediate enforcement by the Bank of the security held by it from Anderson described in the Notice of Intention to Enforce Security delivered by the Bank, and for the 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.

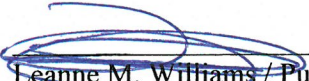
AND unless the said sums are paid on or before the 2nd day of January, 2020 we shall sell the property covered by the said mortgage under the provisions contained in it.

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.

**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

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: 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.



NOTICE OF INTENT BY SECURED CREDITOR

As required under Section 21 of the <i>Farm Debt Mediation Act</i> , 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	Number Suffix	Street Name	Street Type
	207484		Highway 26	
Street direction	PO Box or Route Number	Municipality (City, Town, etc.)	Province	Postal code
	R.R. #1	Thornbury	Ontario	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:


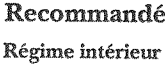

Farm Debt Mediation Service
1-866-452-5556

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*.

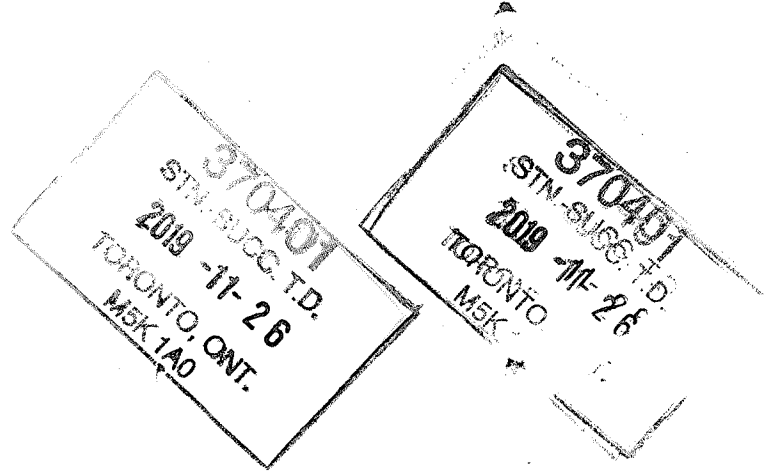
CANADA POST CORPORATION

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 City Ville Province Postal Code Code postal	Declared Value Valeur déclarée \$ Item No. N° de l'article	
		CUSTOMER RECEIPT REÇU DU CLIENT	78 566 624 455	

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 <small>(NO OF DAYS)</small>	13.73 \$
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 <small>(NO OF DAYS)</small>	112.21 \$
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 <small>(NO OF DAYS)</small>	39.84 \$
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				
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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			
	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.								
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	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

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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								
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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		
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
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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								
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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		

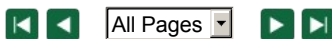
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Type of Search	Business Debtor								
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File Currency	07MAR 2021								
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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
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Individual 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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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									
	Caution 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									
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under			
		001	001		20170829 1358 1862 3193				
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period			
	657266085		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		
	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		

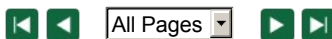
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Type of Search	Business Debtor								
Search Conducted On	BLACK ANGUS FREEZER BEEF (2005) LTD.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	743813352	3	3	6	6	17SEP 2023			
FORM 1C FINANCING 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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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									
	Caution 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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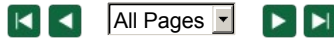
Type of Search	Business Debtor								
Search Conducted On	RSV INVESTMENTS INC.								
File Currency	07MAR 2021								
	File Number	Family	of Families	Page	of Pages				
	657266067	2	2	4	4				
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT									
	Caution Filing	Page of	Total Pages	Motor Vehicle 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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REGISTRY
OFFICE #16

37129-0199 (LT)

PAGE 1 OF 1
PREPARED FOR ROXANA MANEA
ON 2021/03/08 AT 09:38:45

* 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 CLOSED BY R102245 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

RECENTLY:

DIVISION FROM 37129-0074

PIN CREATION DATE:

2019/05/23

OWNERS' NAMES

RSV INVESTMENTS INC.

CAPACITY SHARE

ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** 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				C
16R3779	1989/05/16	PLAN REFERENCE				C
R549364	2008/03/27	TRANSFER	\$730,000		RSV INVESTMENTS INC.	C
GY76894	2013/04/11	CHARGE	\$1,800,000	RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA	C
GY145035	2017/10/10	NOTICE		RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA	C
REMARKS: GY76894						
GY174541	2019/08/22	CHARGE	\$250,000	RSV INVESTMENTS INC.	MILTOM SERVICES LIMITED	C
GY176307	2019/09/26	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	RSM CANADA LIMITED	C

* 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 BLUE MOUNTAINS

PROPERTY REMARKS: PLANNING ACT CONSENT IN DOCUMENT GY169506.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
DIVISION FROM 37129-0074

PIN CREATION DATE:
2019/05/23

OWNERS' NAMES
ANDERSON, JENNIFER

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2019/05/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** 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.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 2009/03/23 **</p>						
GY76894	2013/04/11	CHARGE	\$1,800,000	RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA	C
GY145035	2017/10/10	NOTICE		RSV INVESTMENTS INC.	LAURENTIAN BANK OF CANADA	C
		REMARKS: GY76894				
16R11180	2019/03/29	PLAN REFERENCE				C
GY169506	2019/05/03	TRANSFER		RSV INVESTMENTS INC.	ANDERSON, JENNIFER	C

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.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario,
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.

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ARIF DHANANI

**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

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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

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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 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		<u>2.90</u>		\$ 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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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 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.



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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		<u>1.00</u>		\$ 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		2.00		\$ 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



GST/HST: 80784 1440 RT 0001

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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



GST/HST: 80784 1440 RT 0001

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

Date April 20, 2020

Client File 7842615/10002

Invoice 6

No. 5971063

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period March 1, 2020 to March 31, 2020:

Date	Professional	Description
03/02/2020	Arif Dhanani	Review of Receiver's G/L re inventory realizations, reconcile realizations to Artisan Farms Direct ("Artisan") spreadsheet and email to B. Wong re same.
03/03/2020	Brenda Wong	Call from former employee requesting a copy of his 2019 T4.
03/03/2020	Echa Odeh	Attempt to contact First Data by phone and draft letter to First Data regarding terminals.
03/03/2020	Colleen Delaney	Emails re HST returns; review and follow up on invoices received and approve for payment; call with A. Dhanani re Starport questions.
03/04/2020	Brenda Wong	Review payments received from Artisan and deposit same and calculate allocation between Freezer Beef and Fine Meats; review draft letter to First Data and discussion with E. Odeh re the point of sale terminals.
03/04/2020	Colleen Delaney	Review and comment on letter to be sent to First Data.
03/05/2020	Echa Odeh	Prepare cover letter, WEPP remittance form and cheque requisition for payment of super priority for Freezer Beef and Fine Meats; prepare letters to Elavon and Moneris regarding merchant terminals and update draft letter to First Data regarding terminals.
03/05/2020	Colleen Delaney	Finalize letter to First Data and next steps re return of terminals.
03/06/2020	Anne Baptiste	Prepare bank reconciliation; prepare disbursement cheques; filing of banking documentation.
03/06/2020	Brenda Wong	Review and finalize letters re return of point of sale terminals.
03/06/2020	Arif Dhanani	Call with Artisan.
03/06/2020	Colleen Delaney	Attend to reviewing and filing emails; A. Dhanani re list of outstanding items with Artisan.

Date	Professional	Description
03/09/2020	Brenda Wong	Review and respond to emails from the Co-operators re its request for additional information; email to Richmond Advisory Services ("RAS") to request logs of Thornbury site visits.
03/09/2020	Arif Dhanani	Review spreadsheets and reports sent by Artisan and email to Artisan requesting call to discuss; call with Artisan re results for February 2020 and outlook on inventory sales.
03/09/2020	Donna Nishimura	Deposit cheque at the bank.
03/10/2020	Brenda Wong	Prepare banking paperwork for allocation of inventory sales between Fine Meats and Freezer Beef.
03/10/2020	Arif Dhanani	Respond to B. Wong re HST returns.
03/10/2020	Colleen Delaney	Emails regarding outstanding invoices and HST returns to be filed by March 31, 2020.
03/13/2020	Anne Baptiste	Process receipts to Ascend; filing of banking documentation.
03/13/2020	Brenda Wong	Send email to Co-operators re property manager's logs and attendances at Thornbury during September/October 2019.
03/16/2020	Colleen Delaney	Review email from Heritage Meats lawyer and forward to A. Dhanani; receive and forward list of items at Thornbury to A. Dhanani and B. Wong.
03/25/2020	Echa Odeh	Review of file; print G/L and prepare Receiver's report pursuant to Section 246 (2) of the Bankruptcy and Insolvency Act and statements of receipts and disbursements in draft form for Fine Meats and Freezer Beef.
03/26/2020	Brenda Wong	Review and respond to email from the Co-operators re supporting documentation requested re the theft claim.
03/26/2020	Colleen Delaney	Review mail and approve bills.
03/30/2020	Echa Odeh	Review mail received; review of file for tax filings and RC342.
03/31/2020	Colleen Delaney	Emails re RC342 forms to be filed and information related thereto.
		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	2.90	\$ 395	\$ 1,145.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	2.30	\$ 395	908.50
Brenda Wong, CIRP, LIT	Senior Manager	2.20	\$ 395	869.00
Echa Odeh	Senior Associate	4.80	\$ 225	1,080.00
Donna Nishimura/Anne Baptiste	Estate Administrator	1.10	\$ 110	121.00
Total hours and professional fees		<u>13.30</u>		\$ 4,124.00
HST @ 13%				536.12
Total payable				\$ 4,660.12

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
Licensed Insolvency Trustee
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Toronto, ON M5H 4C7

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www.rsmcanada.com

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

Date May 26, 2020

Client File 7842615/10002

Invoice 7

No. 6018565

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period April 1, 2020 to April 30, 2020:

Date	Professional	Description
04/03/2020	Echa Odeh	Follow up with UPS regarding statement received; telephone call with Huronia Alarm & Fire Security Inc. re payment options.
04/03/2020	Colleen Delaney	Review bills for payment.
04/06/2020	Arif Dhanani	Review of invoices from UPS and email to E. Odeh re same.
04/06/2020	Echa Odeh	Prepare cheque requisition and wire transfer forms for payment of expenses.
04/07/2020	Echa Odeh	Prepare cheque requisitions and payment information for payment of expenses.
04/08/2020	Echa Odeh	Response to UPS email regarding pre-receivership charges.
04/15/2020	Echa Odeh	Emails regarding Bell statements and discrepancies.
04/16/2020	Colleen Delaney	Attend to call from party enquiring as to the status of the assets.
04/17/2020	Brenda Wong	Review email from Co-operators and follow up with Richmond Advisory Services ("RAS") re additional information it can provide.
04/17/2020	Arif Dhanani	Review of correspondence exchange with Co-operators regarding theft claim; review of supporting document for payment of Bell line for Thornbury security system.
04/17/2020	Colleen Delaney	Emails regarding bill payments.
04/20/2020	Arif Dhanani	Email to E. Odeh with approval to pay utility bill.
04/21/2020	Brenda Wong	Follow up with RAS re documentation re theft of vehicles.
04/21/2020	Echa Odeh	Review of mail received.
04/21/2020	Colleen Delaney	Respond to email re refund available from Merchant Card processing with respect to return of terminals.

Date	Professional	Description
04/22/2020	Brenda Wong	Review email from RAS re field inspector's comments on the missing vehicles; respond to questions from Co-operators re the theft of the trailer and van.
04/22/2020	Arif Dhanani	Call with bailiff for Desjardins; call with Desjardins; messages from/to bailiff for Desjardins; email to Desjardins.
04/22/2020	Colleen Delaney	Call from Desjardins bailiff re stolen trailer and email with A. Dhanani re same; review emails from Economical Insurance re vehicle insurance.
04/24/2020	Brenda Wong	Finalize email to Co-operators and send response.
04/24/2020	Anne Baptiste	Prepare bank reconciliations.
04/28/2020	Echa Odeh	Call with Bell regarding account, email to A. Dhanani re the toll free number.
		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	2.20	\$ 395	\$ 869.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.80	\$ 395	316.00
Brenda Wong, CIRP, LIT	Senior Manager	1.10	\$ 395	434.50
Echa Odeh	Senior Associate	2.60	\$ 225	585.00
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		7.10		\$ 2,248.50
HST @ 13%				292.31
Total payable				\$ 2,540.81

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

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11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 7, 2020

Client File 7842615/10002

Invoice 8

No. 6055637

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period May 1, 2020 to May 31, 2020:

Date	Professional	Description
05/07/2020	Brenda Wong	Review email from Co-operators re additional information requested, obtain copies of photos and send to Co-operators.
05/07/2020	Colleen Delaney	Locate and send pictures of items stolen from Thornbury.
05/11/2020	Echa Odeh	Email to Bell to cancel toll free line; email to SP Management regarding wire information.
05/12/2020	Echa Odeh	Prepare cheque requisition for IT services; phone call with Bell to pay phone bill and send email to Bell.
05/12/2020	Colleen Delaney	Emails to review and finalize RC342 forms to be filed with Canada Revenue Agency for Fine Meats and Freezer Beef.
05/15/2020	Anne Baptiste	Prepare bank reconciliation.
05/19/2020	Echa Odeh	Prepare cheque requisition for expenses.
05/20/2020	Brenda Wong	Review email from Co-operators and complete consent form requested; review list of invoices required for HST audit and gather copies.
05/25/2020	Arif Dhanani	Email to Artisan Farms Direct requesting update to meat sales and commission amounts payable to the Receiver.
05/29/2020	Colleen Delaney	Emails regarding approval of various bills.
05/29/2020	Echa Odeh	Send email to RBC to close pre-appointment account.
05/29/2020	Anne Baptiste	Process electronic payments in Ascend.
		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	0.20	\$ 485	\$ 97.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.00	\$ 485	485.00
Brenda Wong, CIRP, LIT	Senior Manager	1.20	\$ 485	582.00
Echa Odeh	Senior Associate	1.00	\$ 225	225.00
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		3.80		\$ 1,433.00
HST @ 13%				186.29
Total payable				\$ 1,619.29

* 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.

July 7, 2020
Invoice 8
Page 3

Invoices are due upon receipt.
RSM Canada Limited



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11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date August 20, 2020

Client File 7842615/10002

Invoice 9

No. 6093218

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period June 1, 2020 to July 31, 2020:

Date	Professional	Description
06/01/2020	Echa Odeh	Phone call with Bell and Huronia Alarm & Fire Security Inc. regarding phone line and alarm; emails with C. Delaney regarding alarm system requirements; call with Bell; review of redirected mail; emails to C. Delaney and A. Dhanani.
06/01/2020	Colleen Delaney	Emails regarding HST return to be filed for the period March 1 to May 31, 2020; respond to emails regarding Bell bill and alarm system.
06/02/2020	Echa Odeh	Email sent to GSI and Minister of Finance attaching court order.
06/02/2020	Brenda Wong	Review calculation of HST payable for May 31, 2020 and reconcile returns filed to Ascend; respond to email from C. Delaney re site inspections.
06/12/2020	Colleen Delaney	Review mail and email regarding Artisan Farms reporting.
06/12/2020	Echa Odeh	Review of redirected mail.
06/15/2020	Echa Odeh	Email receivership order to Sysco.
06/17/2020	Colleen Delaney	Review and reconcile final sales reporting from Artisan Farms; update A. Dhanani regarding reporting status; email Artisan Farms requesting clarification and minor edits; request final payment to Receiver.
06/18/2020	Colleen Delaney	Emails regarding status of TD bank account.
06/19/2020	Anne Baptiste	Prepare bank reconciliation.
06/22/2020	Echa Odeh	Email to TD bank to close bank account.
06/23/2020	Arif Dhanani	Email exchange with Exotic Fine Foods by Berbician Ltd. ("Berbician") re sale of website and name.
06/24/2020	Arif Dhanani	Review of email from Berbician with offer for name and website URL; review public records for registrations of name and URL; email to Thornton Grout Finnigan LLP ("TGF") regarding offer and findings from public searches.

Date	Professional	Description
06/26/2020	Echa Odeh	Review of correspondence from Bell.
06/26/2020	Colleen Delaney	Review and approve invoices received and prepare documents for payment.
06/30/2020	Arif Dhanani	Review of Bill of Sale drafted by TGF and comment on same, send to TGF for finalization.
06/30/2020	Daniel Weisz	Review draft bill of sale and discussion with A. Dhanani re same.
07/08/2020	Arif Dhanani	Review of email from TGF; follow up with Berbician re sale of assets.
07/10/2020	Echa Odeh	Prepare receipt processing form for HST refund.
07/13/2020	Arif Dhanani	Review of email from Berbician re sale of assets; email to/from TGF and respond to Berbician; call with J. Berger re statement of receipts and disbursements for Freezer Beef.
07/14/2020	Brenda Wong	Respond to A. Dhanani emails re balance in trust account and Receiver's fees paid re Freezer Beef.
07/15/2020	Colleen Delaney	Confirm receipt of HST refund.
07/15/2020	Arif Dhanani	Review of Court Order and priority of Receiver's Charge in relation to BIA S. 81.4(4) claims and email to TGF re same.
07/15/2020	Daniel Weisz	Review and sign wire transfer.
07/16/2020	Anne Baptiste	Process receipts in Ascend.
07/17/2020	Echa Odeh	Phone calls and emails with Starport regarding services; email to C. Delaney regarding access to remote server; discussion with A. Dhanani regarding IT hosting costs.
07/20/2020	Colleen Delaney	Email from E. Odeh re IT back-up; send follow-up email to Starport; summary email to E. Odeh regarding status;; email from Starport regarding outstanding bill and confirm paid
07/21/2020	Arif Dhanani	Call with E. Odeh re accounting and email data backups.
07/21/2020	Echa Odeh	Calls with C. Delaney and A. Dhanani regarding Starport and backing up files.
07/21/2020	Colleen Delaney	Add E. Odeh as a user to PST file downloads.
07/22/2020	Echa Odeh	Emails with Starport regarding new password; review on remote server; phone call with Starport; email to A. Dhanani regarding Starport.
07/22/2020	Colleen Delaney	Call from Colliers regarding potential interest in leasing former Black Angus unit at 360 Revus Rd., Mississauga; email landlord to advise of interest expressed and provide contact details of interested party; approve invoice and process for payment.
07/26/2020	Anne Baptiste	Prepare bank reconciliation.
07/27/2020	Echa Odeh	Email and phone call with Starport regarding backup of RDP.
07/28/2020	Brenda Wong	Review email from Co-operators re additional documentation required for the vehicle theft claim; review further email from Co-operators.
07/29/2020	Brenda Wong	Further emails with Co-operators re theft claims; complete Proof of Loss forms and email same to Co-operators.
07/29/2020	Echa Odeh	Download QuickBooks backup from Huddle and save to the file; email to Starport for quote for RDP backup.
07/29/2020	Colleen Delaney	Emails regarding the original ownership certificate for the stolen vehicle claim.

Date	Professional	Description
07/30/2020	Echa Odeh	Emails with Starport regarding back up of RDP and quote information.
		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	0.60	\$ 595	\$ 357.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	3.80	\$ 485	1,843.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	4.50	\$ 485	2,182.50
Brenda Wong, CIRP, LIT	Senior Manager	1.80	\$ 485	873.00
Echa Odeh	Senior Associate	4.90	\$ 225	1,102.50
Anne Baptiste	Estate Administrator	1.00	\$ 110	110.00
Total hours and professional fees		<u>16.60</u>		\$ 6,468.00
HST @ 13%				840.84
Total payable				\$ 7,308.84

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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re Black Angus Freezer Beef (2005) Ltd. and
Black Angus Fine Meats & Game Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 19, 2021

Client File 7842615/10002

Invoice 10

No. 6213325

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period August 1, 2020 to December 31, 2020:

Date	Professional	Description
08/03/2020	Anne Baptiste	Process disbursement in Ascend.
08/04/2020	Arif Dhanani	Email to Laurentian Bank of Canada ("LBC") re confirmation of wire transfer receipt for sale of intangible assets, review response from LBC and follow up email to purchaser.
08/04/2020	Anne Baptiste	Process receipt in Ascend.
08/08/2020	Brenda Wong	Review file to obtain copies of the vehicle ownerships for the two stolen vehicles, execute the ownerships and email photos of same to Co-operators.
08/10/2020	Arif Dhanani	Review of email from Berbician Inc. re sale of assets and respond thereto; email to LBC to confirm wire; review wire confirmation, complete accounting documentation for Receiver's G/L; send executed copy of Bill of Sale.
08/10/2020	Colleen Delaney	Email from J. Anderson regarding retrieving personal assets from the Thornbury property and forward to A. Dhanani.
08/11/2020	Echa Odeh	Follow up with Starport Managed Services Inc. ("Starport") regarding quote for backup of RDP servers.
08/11/2020	Colleen Delaney	Update call with A. Dhanani; email Richmond Advisory Services ("RAS") re inspection at the property.
08/12/2020	Anne Baptiste	Prepare bank reconciliation.
08/13/2020	Colleen Delaney	Emails with RAS regarding site inspection at Thornbury to coordinate with attendance by J. Anderson to retrieve personal assets.
08/18/2020	Echa Odeh	Emails with Starport regarding RDP server backup.
08/21/2020	Arif Dhanani	Review email from S. Kelly and respond thereto; subsequent emails with Thornton Grout Finnigan LLP ("TGF").

Date	Professional	Description
08/26/2020	Echa Odeh	Discussions with Starport and RSM Support regarding back-up software for electronic books and records.
08/27/2020	Colleen Delaney	Approve and coordinate bill payment; discuss server back-up status with E. Odeh and next steps.
09/03/2020	Echa Odeh	Print G/L, calculate HST return and update tracking spreadsheet; email to B. Wong for review.
09/07/2020	Brenda Wong	Review calculation of HST liability for period ended August 31, 2020, review returns filed to date and refunds received.
09/08/2020	Brenda Wong	Emails with A. Dhanani re revisions to August 31, 2020 HST returns, review revised calculation.
09/08/2020	Echa Odeh	File HST return and save confirmation to the file; prepare receipt processing forms.
09/16/2020	Anne Baptiste	Process receipt in Ascend.
09/21/2020	Anne Baptiste	Prepare bank reconciliation.
09/25/2020	Echa Odeh	Prepare wire form and cheque requisition for payment of expenses.
09/30/2020	Echa Odeh	Discussion with Security and Privacy Risk Consulting team regarding server back-ups.
10/07/2020	Arif Dhanani	Review, amend and sign Receiver's reports pursuant to Section 246(2) of the Bankruptcy and Insolvency Act.
10/07/2020	Echa Odeh	Prepare cheque requisition form for expenses.
10/14/2020	Anne Baptiste	Process disbursement in Ascend.
10/19/2020	Echa Odeh	Phone call and email to Huronia Alarm & Fire Security Inc.
10/26/2020	Echa Odeh	Follow up with Starport regarding quote; email to A. Dhanani regarding approval for back up of data.
10/28/2020	Anne Baptiste	Prepare bank reconciliation.
10/29/2020	Echa Odeh	Prepare cheque requisition and wire payment form for expenses.
11/03/2020	Arif Dhanani	Emails from/to E. Odeh and Security and Privacy Risk Consulting team re Black Angus data and storage of same.
11/04/2020	Anne Baptiste	Process disbursement in Ascend.
11/10/2020	Anne Baptiste	Prepare bank reconciliation.
11/13/2020	Arif Dhanani	Review of email from W. Thompson re purchaser conditions on offer; call with LBC; email to W. Thompson re proposed amendments; review offer amendment and execute same; send update to TGF.
11/16/2020	Echa Odeh	Correspondence with Starport re cloud hosting service of electronic books and records and request final invoice.
11/17/2020	Arif Dhanani	Emails to/from C. Delaney re retrieval of books and records from Thornbury property.
11/18/2020	Colleen Delaney	Review WEPPA claim and forward to B. Wong for follow-up.
11/26/2020	Arif Dhanani	Respond to emails from TGF and Owens Wright LLP re Thornbury property sale.

Date	Professional	Description
12/04/2020	Echa Odeh	Follow up with Starport regarding final invoice and closing of cloud hosting service.
12/07/2020	Arif Dhanani	Review of email from Starport and forward same to E. Odeh for further investigation.
12/07/2020	Echa Odeh	Phone call and email with Starport regarding final invoice received.
12/11/2020	Anne Baptiste	Prepare bank reconciliation.
12/18/2020	Echa Odeh	File HST returns and save confirmation to the file.
		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	5.00	\$ 485	\$ 2,425.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.00	\$ 485	485.00
Brenda Wong, CIRP, LIT	Senior Manager	1.00	\$ 485	485.00
Echa Odeh	Senior Associate	4.70	\$ 225	1,057.50
Anne Baptiste	Estate Administrator	2.30	\$ 110	253.00
Total hours and professional fees		14.00		\$ 4,705.50
HST @ 13%				611.72
Total payable				\$ 5,317.22

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.



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11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date February 16, 2021

Client File 7842615/10002

Invoice 11

No. 6237891

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period January 1, 2021 to January 31, 2021:

Date	Professional	Description
01/12/2021	Anne Baptiste	Prepare bank reconciliation.
01/13/2021	Anne Baptiste	Prepare bank reconciliation
01/13/2021	Echa Odeh	Prepare receipt processing form and deposit slip for HST refund.
01/19/2021	Anne Baptiste	Process receipt in Ascend.
01/20/2021	Anne Baptiste	Process receipt in Ascend.
01/25/2021	Echa Odeh	Email and phone call with Starport Managed Services Inc. regarding billing.
		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
Echa Odeh	Senior Associate	0.40	\$ 225	\$ 90.00
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		<u>0.80</u>		\$ 134.00
HST @ 13%				17.42
Total payable				\$ 151.42

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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11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date December 9, 2019

Client File 7842615/10002
Invoice DISBURSEMENT 2
No. 5849692

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

Disbursements	
Travel	\$ 35.26
Couriers	36.69
Total disbursements	71.95
HST @ 13%	9.35
Total payable	\$ 81.30

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



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11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date May 27, 2020

Client File 7842615/10002
Invoice DISBURSEMENT 3
No. 6020029

Disbursements in connection with RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd. and Black Angus Fine Meats & Game Inc. for the period to April 30, 2020:

Disbursements	
Bill Payment re Security Alarm Services	\$ 24.00
Bill Payment re Bell	231.51
Total disbursements	\$ 255.51
HST @ 13%	33.22
Total payable	\$ 288.73

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

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

Date April 20, 2020

Client File 7842615/10005

Invoice 6

No. 5971123

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period March 1, 2020 to March 31, 2020:

Date	Professional	Description
03/03/2020	Brenda Wong	Review email from Bell re balance outstanding.
03/03/2020	Arif Dhanani	Call to listing agent for Thornbury Property.
03/04/2020	Daniel Weisz	Discussion with A. Dhanani on the status of the sale of the Thornbury Property.
03/04/2020	Arif Dhanani	Call with W. Thompson re sale of Thornbury Property; discussion with D. Weisz; email to Laurentian Bank of Canada ("LBC") and Thornton Grout Finnigan LLP ("TGF") re status of the sale of the property.
03/04/2020	Colleen Delaney	Review email from Miller Waste.
03/06/2020	Anne Baptiste	Prepare disbursement cheques; process receipts in Ascend; prepare bank reconciliation.
03/12/2020	Colleen Delaney	Emails from Richmond Advisory Services ("RAS") re modems and boxes at Thornbury and forward to A. Dhanani.
03/13/2020	Anne Baptiste	Filing of banking documentation.
03/16/2020	Arif Dhanani	Call with CBRE and Century 21 regarding the status of the sale of the Thornbury property; email to LBC and TGF regarding same.
03/17/2020	Arif Dhanani	Emails to/from TGF re reduction in listing price of the Thornbury property.
03/18/2020	Brenda Wong	Respond to email from HUB International Insurance Brokers ("HUB") re outstanding invoice for the Thornbury property.
03/20/2020	Arif Dhanani	Email to LBC re payment of RSV insurance premium via wire transfer and emails to and from LBC re same.
03/20/2020	Brenda Wong	Review email from HUB and email to A. Dhanani re payment of outstanding HUB invoice.
03/23/2020	Colleen Delaney	Forward RAS email re billing enquiry to A. Dhanani.

Date	Professional	Description
03/23/2020	Arif Dhanani	Call with LBC re status of wire transfer for payment of insurance premium; review of amendment to listing agreement, execute same and send to listing agent.
03/24/2020	Arif Dhanani	Email to HUB re confirmation of payment of insurance premium.
03/25/2020	Echa Odeh	Review of file; print GL and prepare Receiver's report pursuant to Section 246(2) of the Bankruptcy and Insolvency Act report and Statement of Receipts and Disbursements in draft form.
03/25/2020	Brenda Wong	Review invoice from RAS and email RAS re same; confirm status of site inspections.
03/27/2020	Colleen Delaney	Review RAS bill.
03/27/2020	Brenda Wong	Email to RAS to inquire re March invoice charges; emails with RAS re bill payment.
03/30/2020	Echa Odeh	Review of mail received; review of file for tax filings and RC342.
03/30/2020	Arif Dhanani	Review of email from B. Wong re payment to RAS and contact LBC to facilitate wire transfer.
03/30/2020	Brenda Wong	Preparing cheque request and email to A. Dhanani to request wire transfer for RSV.
		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	0.10	\$ 525	\$ 52.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	4.70	\$ 395	1,856.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.40	\$ 395	158.00
Brenda Wong, CIRP, LIT	Senior Manager	0.70	\$ 395	276.50
Echa Odeh	Senior Associate	1.50	\$ 225	337.50
Anne Baptiste	Estate Administrator	0.90	\$ 110	99.00
Total hours and professional fees		8.30		\$ 2,780.00
HST @ 13%				361.40
Total payable				\$ 3,141.40

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

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

Date May 26, 2020

Client File 7842615/10005

Invoice 7

No. 6018529

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period April 1, 2020 to April 30, 2020:

Date	Professional	Description
04/06/2020	Arif Dhanani	Review email from CBRE and respond thereto.
04/07/2020	Arif Dhanani	Review of bills from waste disposal company and approve for payment.
04/07/2020	Echa Odeh	Prepare cheque requisition and forward for processing with payment information.
04/13/2020	Brenda Wong	Emails with A. Dhanani and HUB International Insurance Brokers re renewal of policy for 3 month period.
04/14/2020	Arif Dhanani	Review of email from W. Thompson and email to Laurentian Bank of Canada ("LBC") re environmental reports, review of email from LBC and respond to W. Thompson.
04/14/2020	Colleen Delaney	Emails re bills to be paid.
04/15/2020	Colleen Delaney	Emails regarding outstanding invoices.
04/15/2020	Daniel Weisz	Review and approve payment of outstanding invoices.
04/15/2020	Arif Dhanani	Facilitate payment of waste disposal bills for Thornbury; review of email from W. Thompson re Thornbury and reply to same.
04/16/2020	Echa Odeh	Review of Bell invoice; discussions with C. Delaney; emails to Bell for copies of previous invoices; reconcile payments and billings and calculate outstanding amount; prepare cheque requisition.
04/17/2020	Colleen Delaney	Research and respond to emails regarding insurance inquiries on stolen vehicles.
04/20/2020	Echa Odeh	Call to Bell to make payment by credit card.
04/21/2020	Arif Dhanani	Email exchange with LBC; email to listing agent to request update on sale of the Thornbury property.
04/21/2020	Echa Odeh	Emails with Miller Waste regarding payment and allocations; review of invoices and provide breakdown to Miller Waste.

Date	Professional	Description
04/22/2020	Arif Dhanani	Review of status update report from Thornbury listing agent and respond thereto, forward same to LBC and Thornton Grout Finnigan LLP.
04/22/2020	Echa Odeh	Prepare cheque requisition and wire form for insurance.
04/22/2020	Colleen Delaney	Call with A. Dhanani regarding status of Thornbury offers (building) and RSV administration.
04/23/2020	Daniel Weisz	Review and approve payment.
04/24/2020	Anne Baptiste	Prepare bank reconciliations.
04/27/2020	Echa Odeh	Email to Hydro One to obtain missing invoice; prepare cheque requisition and payment instruction email for payment of expense.
04/27/2020	Colleen Delaney	Review RSV's Richmond Advisory Services bill for April, emails to confirm errors and request bill be revised; approve revised bill and prepare documents for payment.
04/28/2020	Echa Odeh	Make online payment for Enbridge and Hydro; submit expenses; save payment confirmation to the file.
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Daniel R. Weisz, CPA, CA, CFF, CIRP, LIT	Senior Vice President	0.20	\$ 525	\$ 105.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	2.20	\$ 395	869.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	1.90	\$ 395	750.50
Brenda Wong, CIRP, LIT	Senior Manager	0.10	\$ 395	39.50
Echa Odeh	Senior Associate	2.70	\$ 225	607.50
Anne Baptiste	Estate Administrator	0.40	\$ 110	44.00
Total hours and professional fees		7.50		\$ 2,415.50
HST @ 13%				314.02
Total payable				\$ 2,729.52

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 RSV Investments Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date July 7, 2020

Client File 7842615/10005

Invoice 8

No. 6055595

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period May 1, 2020 to May 31, 2020:

Date	Professional	Description
05/08/2020	Arif Dhanani	Email to E. Odeh re payment of utility bill.
05/11/2020	Colleen Delaney	Calls from property manager re status of retrieval of Mr. Kelly's personal items; email update to A. Dhanani.
05/12/2020	Colleen Delaney	Emails to review and finalize RC342 form to be filed with Canada Revenue Agency; call from Huronia Alarms regarding communication status and forward to property manager for follow up.
05/15/2020	Anne Baptiste	Prepare bank reconciliation.
05/22/2020	Arif Dhanani	Call with CBRE, Century 21 and Laurentian Bank of Canada re status of the sale of the Thornbury property.
05/22/2020	Echa Odeh	Attend to payment to Hydro One and save payment confirmation to the file.
05/29/2020	Anne Baptiste	Process electronic payment in Ascend.
		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	0.90	\$ 485	\$ 436.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.60	\$ 485	291.00
Echa Odeh	Senior Associate	0.20	\$ 225	45.00
Anne Baptiste	Estate Administrator	0.30	\$ 110	33.00
Total hours and professional fees		<u>2.00</u>		\$ 805.50
HST @ 13%				104.72
Total payable				\$ 910.22

* 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

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

Date August 20, 2020

Client File 7842615/10005

Invoice 9

No. 6093244

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period June 1, 2020 to July 31, 2020:

Date	Professional	Description
06/01/2020	Arif Dhanani	Review and respond to emails from E. Odeh re Bell phone line and alarm for Thornbury.
06/02/2020	Colleen Delaney	Review revised Richmond Advisory Services ("RAS") invoice, confirm inspection dates, approve invoice and process for payment.
06/05/2020	Anne Baptiste	Process/record electronic disbursement in Ascend.
06/19/2020	Anne Baptiste	Prepare bank reconciliation.
06/24/2020	Echa Odeh	Pay Hydro One bill and save payment confirmation to the file.
06/25/2020	Colleen Delaney	Call from Westport Meats expressing interest in 207484 Highway 26, Thornbury and provide same with contact details for listing agent.
06/26/2020	Arif Dhanani	Review invoice from RAS and approve payment thereof.
06/26/2020	Colleen Delaney	Request and receive update from A. Dhanani as to the status of any interest in the Thornbury property.
06/29/2020	Arif Dhanani	Emails and call with Laurentian Bank of Canada ("LBC") re wire payment for property management fees for Thornbury.
07/10/2020	Arif Dhanani	Emails to/from B. Wong re continuation of insurance coverage over Thornbury; call with Century 21, CBRE and LBC re Thornbury property marketing strategy; call with LBC; summary email to Thornton Grout Finnigan LLP ("TGF") re call with listing agents and LBC.
07/10/2020	Echa Odeh	Prepare receipt processing form for HST refund.
07/13/2020	Arif Dhanani	Review email and offer for Thornbury sent by CBRE, email to CBRE re same, forward offer to LBC and TGF, email exchange with TGF re offer.
07/16/2020	Echa Odeh	Prepare cheque requisition and wire form for payment of insurance.
07/16/2020	Anne Baptiste	Process receipt in Ascend.
07/19/2020	Brenda Wong	Call from Huronia Alarms monitoring station re alarms going off and call to A. Mehta and emails with RAS and A. Dhanani/C. Delaney re same.

Date	Professional	Description
07/20/2020	Brenda Wong	Email to Huronia Alarm re updated contact list for emergencies.
07/23/2020	Daniel Weisz	Review and sign wire form.
07/24/2020	Arif Dhanani	Review wire documentation for payment of property management fees, execute same and send to LBC; call with LBC.
07/26/2020	Anne Baptiste	Prepare bank reconciliation.
07/27/2020	Arif Dhanani	Review offer on Thornbury property and email same to LBC and TGF; email to listing agent re offer; emails to/from Berbician Inc. re sale of Thornbury property and forward same to LBC.
07/28/2020	Arif Dhanani	Emails from/to LBC; call with LBC and TGF re Thornbury property sale; review of revised marketing material for Thornbury property from CBRE and comment thereon; email to potential purchaser regarding mortgage financing.
07/30/2020	Echa Odeh	Make payments to Enbridge, Huronia Alarms and Hydro One and save confirmations to the file.
		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	0.10	\$ 595	\$ 59.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	5.40	\$ 485	2,619.00
Brenda Wong, CIRP, LIT	Senior Manager	0.40	\$ 485	194.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.60	\$ 485	291.00
Echa Odeh	Senior Associate	1.10	\$ 225	247.50
Anne Baptiste	Estate Administrator	0.60	\$ 110	66.00
Total hours and professional fees		8.20		\$ 3,477.00
HST @ 13%				452.01
Total payable				\$ 3,929.01

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 RSV Investments Inc.
11 King Street West, Suite 700
Toronto, ON M5H 4C7

Date January 19, 2021

Client File 7842615/10005

Invoice 10

No. 6213355

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period August 1, 2020 to December 31, 2020:

Date	Professional	Description
08/03/2020	Anne Baptiste	Process disbursement in Ascend.
08/04/2020	Arif Dhanani	Review local listing data sheets for sale of the Thornbury property (the "Thornbury Property"), sign same and send to listing agent.
08/12/2020	Anne Baptiste	Prepare bank reconciliation.
08/18/2020	Colleen Delaney	Email from Richmond Advisory Services ("RAS") re an outstanding invoice regarding the Thornbury Property and respond thereto; coordinate J. Anderson's attendance at the Thornbury Property.
08/19/2020	Colleen Delaney	Confirm with RAS J. Anderson's attendance at the Thornbury Property; update A. Dhanani.
08/20/2020	Colleen Delaney	Emails with RAS regarding site attendance by J. Anderson on August 19, 2020.
08/21/2020	Arif Dhanani	Review draft of advertisement for Insolvency Insider and amend same.
08/21/2020	Echa Odeh	Draft advertisement for Insolvency Insider; review advertisement amendments from A. Dhanani and email advertisement to Insolvency Insider for publication; review of Bell invoice and previous emails regarding cancelled accounts and email to Bell in this regard.
08/26/2020	Echa Odeh	Emails with RAS regarding Bell modem and alarm requirements.
08/26/2020	Colleen Delaney	Review RAS invoice and coordinate payment of same.
08/28/2020	Echa Odeh	Contact Bell to follow up on return of modem and billing issues.
09/01/2020	Arif Dhanani	Call with CBRE, Century 21 and Laurentian Bank of Canada ("LBC") re market for Thornbury Property; subsequent call with LBC; email to RAS re additional cleaning of property and winterization and costs therefor; review and approve payment for hydro and alarm monitoring bills; email to RAS re cleaning.
09/02/2020	Arif Dhanani	Review email from RAS and respond thereto.

Date	Professional	Description
09/03/2020	Echa Odeh	Print G/L, calculate HST return and update tracking spreadsheet; email to A. Dhanani for review.
09/08/2020	Arif Dhanani	Review of offer for the Thornbury Property forwarded by listing agent; email to LBC in this regard; email to listing agent regarding conditions and closing date; review of responding email from LBC; email to listing agent with terms of sign back; review HST return and approve same.
09/08/2020	Echa Odeh	File HST return and save confirmation to the file.
09/14/2020	Arif Dhanani	Review of email and revised offer from listing agent and respond thereto; forward offer to LBC and Thornton Grout Finnigan LLP ("TGF"); respond to email from LBC adjacent property.
09/14/2020	Echa Odeh	Follow up with Bell regarding internet costs.
09/16/2020	Arif Dhanani	Call with L. Williams of TGF; email to W. Thompson re sign back of offer for the Thornbury Property.
09/21/2020	Arif Dhanani	Review of winterization and other costs related to the Thornbury Property and send email to TGF in this regard; emails to/from listing agent for the Thornbury Property; call with TGF and LBC.
09/21/2020	Anne Baptiste	Prepare bank reconciliation.
09/24/2020	Arif Dhanani	Review of invoice from RAS re September 2020 property management fee and August 2020 attendances at the Thornbury Property and facilitate payment thereof; review of revised offer from potential purchaser of the Thornbury Property and email to listing agent re same.
09/25/2020	Arif Dhanani	Call with LBC; emails to W. Thompson re most recent offer for the Thornbury Property; print and execute offer, scan and send to W. Thompson with further instructions and request for call.
09/28/2020	Arif Dhanani	Facilitate completion of documentation and send wire request to LBC for payment of RAS property management fee; call with LBC, CBRE and Century 21 regarding sale of the Thornbury Property; review of revised offer from potential purchaser and emails to/from listing agents and LBC to set up call.
09/29/2020	Anne Baptiste	Process disbursement in Ascend.
09/29/2020	Arif Dhanani	Conference call with LBC, CBRE and Century 21 re the Thornbury Property offer.
09/30/2020	Arif Dhanani	Review final sign back document prepared by W. Thompson; emails to/from W. Thompson in this regard; execute sign back agreement and send same to W. Thompson and LBC.
10/05/2020	Arif Dhanani	Call with L. Williams re update on sale of the Thornbury Property; review email from E. Odeh re payment of alarm monitoring and Bell invoices, email to E. Odeh in this regard and approve payment of alarm monitoring invoice; review of documentation sent from CBRE re amending sale price for the Thornbury Property, sign documentation and send back to CBRE.
10/07/2020	Arif Dhanani	Review, amend and sign the Receiver's report pursuant to Section 246(2) of the Bankruptcy and Insolvency Act.
10/08/2020	Arif Dhanani	Emails from/to RAS re water sample being taken by listing agent, contact listing agent re same.

Date	Professional	Description
10/09/2020	Brenda Wong	Emails with HUB International Insurance Brokers ("HUB") re renewal of insurance.
10/09/2020	Arif Dhanani	Emails to/from B. Wong re insurance renewal.
10/23/2020	Anne Baptiste	Process receipt in Ascend.
10/27/2020	Arif Dhanani	Emails from/to RAS re winterizing the Thornbury Property; review of email from W. Thompson with update on the sale of the Thornbury Property and respond thereto.
10/29/2020	Echa Odeh	Prepare cheque requisition and wire payment form for expenses.
10/30/2020	Arif Dhanani	Review various utility and property management invoices and approve for payment.
10/30/2020	Daniel Weisz	Process electronic payment.
11/04/2020	Anne Baptiste	Process disbursements in Ascend.
11/10/2020	Anne Baptiste	Prepare bank reconciliation.
11/11/2020	Daniel Weisz	Review email re status of the sale of the Thornbury Property.
11/17/2020	Colleen Delaney	Respond to emails regarding the remaining items located at the Thornbury Property; emails with E. Odeh regarding the list of items to be dealt with and related timelines.
11/17/2020	Echa Odeh	Emails with C. Delaney regarding storage of boxes of records currently located at the Thornbury Property.
11/18/2020	Colleen Delaney	Emails to E. Odeh and RAS regarding plans for the Thornbury Property attendance and dealing with the remaining items on site; review consolidated box listings of books and records and boxes to be sent to storage.
11/18/2020	Echa Odeh	Discussions with C. Delaney regarding attendance at the Thornbury Property.
11/19/2020	Colleen Delaney	Call D. Lewis of RAS regarding books and records box count at the Thornbury Property and request update; call with E. Odeh to discuss logistics for site attendance; emails with E. Odeh and RAS regarding obtaining quotes for storage of books and records.
11/19/2020	Echa Odeh	Discussion and emails with C. Delaney and B. Wong regarding storage and shredding of books and records; review of spreadsheet confirming boxes to be stored and shredded; email to C. Delaney re same; phone call with storage facility to confirm pricing structure.
11/20/2020	Colleen Delaney	Respond to email from RAS with questions on the quotes for storage and shredding of books and records.
11/23/2020	Colleen Delaney	Call with A. Dhanani re E. Odeh attendance at the Thornbury Property.
11/24/2020	Colleen Delaney	Call from RAS to finalize site attendance and call with E. Odeh re same.
11/24/2020	Echa Odeh	Calculate total costs for storage and shredding; email to C. Delaney for review; phone call with the storage facility confirming costs; organize with the storage facility timeframe for attendance at the Thornbury Property.
11/25/2020	Arif Dhanani	Review of email from W. Thompson re concerns expressed by potential purchaser's counsel; call with P. Fesheraki of TGF re questions from counsel to potential purchaser of the Thornbury property.
11/25/2020	Colleen Delaney	Respond to RAS' emails; emails with E. Odeh.

Date	Professional	Description
11/26/2020	Daniel Weisz	Review emails re status of the closing of the Thornbury Property.
11/26/2020	Colleen Delaney	Calls from Huronia Alarms and RAS regarding alarm system issue; email RAS with questions on quote for garbage removal; calls with E. Odeh; call with A. Dhanani; call with A. Mehta of RAS; approve RAS invoice and coordinate payment; draft email to S. Kelly; review E. Odeh's draft email to the storage facility summarizing the storage and destruction costs.
11/26/2020	Echa Odeh	Attend Thornbury premises; review of boxes on premises for storage and shredding; document same in Excel spreadsheet; complete box count to confirm numbers; phone calls with C. Delaney.
11/27/2020	Daniel Weisz	Review emails re status of the sale of the Thornbury Property.
11/27/2020	Colleen Delaney	Email RAS requesting quote for the removal of the remaining debris from the Thornbury Property.
11/27/2020	Echa Odeh	Call with the storage facility and follow up with RAS to confirm boxes have been picked up.
11/30/2020	Colleen Delaney	Emails to confirm final box listing count/related billing and removal of remaining debris from site.
11/30/2020	Echa Odeh	Email to C. Delaney re attendance at the Thornbury Property.
11/30/2020	Arif Dhanani	Review emails from listing agent and respond thereto; attend conference call with listing agent; call with LBC; call with TGF.
12/02/2020	Daniel Weisz	Review email re status of the sale of the Thornbury Property.
12/02/2020	Arif Dhanani	Call with listing agent, LBC and TGF to discuss status of offer for the Thornbury Property.
12/03/2020	Colleen Delaney	Email from A. Mehta to confirm debris to be removed from the Thornbury Property.
12/08/2020	Colleen Delaney	Email from RAS re removal of remaining debris from the Thornbury Property; email to S. Kelly to coordinate attendance at the Thornbury Property to pick up Sean Deer books and records and personal property.
12/09/2020	Arif Dhanani	Emails to/from J. Grad at Owens Wright LLP re amendment to Thornbury Property sale agreement and terms therefor; review draft amendment and comment thereon; emails to/from J. Grad re potential purchaser's proposed assignment of the agreement of purchase and sale for the Thornbury Property and HST implications relating thereto.
12/11/2020	Arif Dhanani	Review of updated property listing for the Thornbury Property and email to listing agent in this regard.
12/14/2020	Colleen Delaney	Emails and save photos from RAS of final cleanup of the Thornbury Property.
12/16/2020	Arif Dhanani	Correspondence with TGF regarding turnover of records to S. Kelly.
12/17/2020	Arif Dhanani	Review of emails from TGF and rezoning application from D. Finbow and respond thereto; work on completing rezoning application.
12/17/2020	Anne Baptiste	Prepare bank reconciliation.
12/17/2020	Colleen Delaney	Coordinate attendance by S. Kelly to retrieve boxes of records at the Thornbury Property relating to Sean Deer.
12/18/2020	Arif Dhanani	Completing rezoning application and send same to TGF.

Date	Professional	Description
12/18/2020	Echa Odeh	File HST return and save confirmation to the file.
12/22/2020	Echa Odeh	Prepare cheque requisition and wire transfer form for payment to Hydro One.
12/22/2020	Colleen Delaney	Call with property manager to confirm S. Kelly's attendance at the Thornbury Property; emails.
12/23/2020	Anne Baptiste	Process disbursement in Ascend.
12/24/2020	Colleen Delaney	Emails from property manager re S. Kelly attendance at the Thornbury Property.
		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	18.30	\$ 485	8,875.50
Brenda Wong, CIRP, LIT	Senior Manager	0.10	\$ 485	48.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	8.20	\$ 485	3,977.00
Echa Odeh	Senior Associate	10.90	\$ 225	2,452.50
Anne Baptiste	Estate Administrator	1.50	\$ 110	165.00
Total hours and professional fees		39.50		\$ 15,816.00
HST @ 13%				2,056.08
Total payable				\$ 17,872.08

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

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

Date February 16, 2021

Client File 7842615/10005

Invoice 11

No. 6237910

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period January 1, 2021 to January 31, 2021:

Date	Professional	Description
01/04/2021	Anne Baptiste	Process disbursement in Ascend.
01/04/2021	Arif Dhanani	Draft the Receiver's Third Report to Court (the "Third Report"); email to Thornton Grout Finnigan LLP ("TGF") re independent legal opinion on Laurentian Bank of Canada ("LBC") security.
01/05/2021	Arif Dhanani	Emails with TGF re independent security opinion and contact Chaitons LLP in this regard.
01/06/2021	Anne Baptiste	Process disbursement in Ascend.
01/06/2021	Brenda Wong	Review and respond to email from HUB International Insurance Brokers ("HUB") re renewal of insurance.
01/06/2021	Arif Dhanani	Email to G. Benchetrit of Chaitons with additional details on the file; emails to Richmond Advisory Services ("RAS") re attendance in Thornbury by D. Kitchen; correspond with P. Fesheraki of TGF re same.
01/08/2021	Echa Odeh	Process payments for telephone, alarm and gas.
01/11/2021	Arif Dhanani	Continue drafting the Third Report.
01/12/2021	Colleen Delaney	Discuss the Third Report with A. Dhanani.
01/12/2021	Arif Dhanani	Receipt, review and respond to email from Chaitons re independent legal opinion; call with C. Delaney re attendance by D. Kitchen at the Thornbury property.
01/13/2021	Colleen Delaney	Calls with the property manager regarding logistics for January 15, 2021 Thornbury site attendance.
01/13/2021	Echa Odeh	Prepare receipt processing form and deposit slip for HST refund.
01/13/2021	Anne Baptiste	Prepare bank reconciliation.
01/13/2021	Brenda Wong	Email to HUB re invoicing.
01/14/2021	Arif Dhanani	Complete documentation for insurance extension to March 23, 2021.

Date	Professional	Description
01/15/2021	Arif Dhanani	Calls with C. Delaney re D. Kitchen attendance in Thornbury; email to TGF with update.
01/15/2021	Echa Odeh	Emails and phone call with RecordXpress.
01/15/2021	Colleen Delaney	Calls from property manager regarding site attendance by D. Kitchen.
01/18/2021	Arif Dhanani	Continue drafting the Third Report and exhibits to affidavit of fees; emails to/from TGF re sale of the Thornbury Property.
01/19/2021	Anne Baptiste	Process receipt in Ascend.
01/19/2021	Daniel Weisz	Review emails re status of the sale of the Thornbury property.
01/19/2021	Arif Dhanani	Review and respond to emails from/to P. Fesheraki and D. Weisz re emails from the Thornbury Property's potential purchaser's counsel and planner.
01/20/2021	Colleen Delaney	Receive notice from Canada Revenue Agency ("CRA") regarding recent HST refund to be held and forward to E. Odeh for follow-up.
01/20/2021	Anne Baptiste	Process disbursement in Ascend.
01/20/2021	Arif Dhanani	Review email from listing agent and forward same to TGF; review comments from D. Weisz re listing agent email and respond thereto; email to listing agent; review the Receiver's accounting records with respect to the receivership administration and various other documents, email to E. Odeh in this regard; review email from P. Fesheraki and respond thereto.
01/20/2021	Daniel Weisz	Review and exchange emails re status of the Thornbury property.
01/21/2021	Colleen Delaney	Receive CRA notice regarding HST returns due and forward to E. Odeh.
01/21/2021	Arif Dhanani	Call with listing agent regarding discussions with agent for Thornbury purchaser and agent for potential second purchaser, Town of the Blue Mountains head planner and other matters; call with TGF and D. Weisz; call with LBC; review and comment on amending agreement for extension to February 26, 2021; call with Owens Wright LLP; execute amending agreement and send same to Owens Wright; email exchange with Owens Wright and listing agent re fully executed amending agreement.
01/21/2021	Daniel Weisz	Review emails re status of the sale of the Thornbury property; prepare for and attend conference call with L. Williams and P. Fesharaki of TGF and A. Dhanani re status of the sale of the Thornbury property; review amending agreement and emails relating to the status of the sale of the Thornbury property.
01/22/2021	Daniel Weisz	Discussion with A. Dhanani re his discussion with LBC and extension of the closing date re the sale of the Thornbury property.
01/25/2021	Colleen Delaney	Emails with RAS and Huronia Alarms re the alarm system at the Thornbury property.
01/27/2021	Colleen Delaney	Review invoice from RAS.
		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	1.60	\$ 595	\$ 952.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	13.80	\$ 485	6,693.00
Brenda Wong, CIRP, LIT	Senior Manager	0.20	\$ 485	97.00
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.90	\$ 485	436.50
Echa Odeh	Senior Associate	1.20	\$ 225	270.00
Anne Baptiste	Estate Administrator	0.60	\$ 110	66.00
Total hours and professional fees		<u>18.30</u>		\$ 8,514.50
HST @ 13%				1,106.89
Total payable				\$ 9,621.39

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

Date March 2, 2021

Client File 7842615/10005

Invoice 12

No. 6253253

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of RSV Investments Inc. ("RSV") for the period February 1, 2021 to February 28, 2021:

Date	Professional	Description
2/9/2021	Daniel Weisz	Review and sign wire transfers; review emails re status of the sale of the property and exchange emails with A. Dhanani.
2/9/2021	Arif Dhanani	Emails to/from listing agent regarding offer amendment on the Thornbury Property; review amendment and forward same to Laurentian Bank of Canada ("LBC") and Thornton Grout Finnigan LLP ("TGF"); call with LBC; emails to/from HUB International Insurance Brokers; email to listing agent regarding terms of amendment to offer.
2/10/2021	Arif Dhanani	Review of email from listing agent re amendment and respond thereto; email to LBC re amendment; review of response from LBC; email to listing agent; review of email from TGF and call with P. Fesharaki of TGF.
2/11/2021	Arif Dhanani	Review amendment sent by listing agent and email to listing agent; review updated amendment, sign same and send to listing agent.
2/12/2021	Daniel Weisz	Review amending agreement to purchase agreement and exchange emails with A. Dhanani re same.
2/12/2021	Arif Dhanani	Review email from listing agent with most recent amendment and respond thereto; forward most recent amendment to TGF and LBC; review email from TGF re closing date and respond thereto.
2/16/2021	Anne Baptiste	Post disbursements.
2/17/2021	Arif Dhanani	Attend to file administration; emails to/from TGF re storage of vehicles on the Thornbury Property.
2/18/2021	Daniel Weisz	Review draft license agreement and provide comments to A. Dhanani including discussion with A. Dhanani re same.
2/18/2021	Arif Dhanani	Review of license agreement to store vehicles; email to TGF in this regard; receipt of revised agreement from Owens Wright and forward same to D. Weisz; review comments from D. Weisz and forward same to Owens Wright.

Date	Professional	Description
2/19/2021	Arif Dhanani	Review updated agreement from Owens Wright and send same to listing agent.
2/24/2021	Arif Dhanani	Email to listing agent re status of execution by purchaser of agreement.
2/24/2021	Anne Baptiste	Prepare bank reconciliation.
2/26/2021	Arif Dhanani	Emails from/to TGF and Owens Wright and respond thereto.
		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	1.30	\$ 595	\$ 773.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	5.00	\$ 485	2,425.00
Anne Baptiste	Estate Administrator	0.30	\$ 110	33.00
Total hours and professional fees		6.60		\$ 3,231.50
HST @ 13%				420.10
Total payable				\$ 3,651.60

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

Date May 27, 2020

Client File 7842615/10005
Invoice DISBURSEMENT 2
No. 6020116

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of RSV Investments Inc. for the period to April 30, 2020:

Disbursements	
Bill Payment re Gas	\$ 59.04
Bill Payment re Gas	41.50
Bill Payment re Hydro	186.57
Total disbursements	\$ 287.11
HST @ 13%	37.32
Total payable	\$ 324.43

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

Date January 19, 2021

Client File 7842615/10005
Invoice DISBURSEMENT 3
No. 6213394

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of RSV Investments Inc. for the period to December 31, 2020:

Disbursements	
Bill Payment re Gas	\$ 274.57
Bill Payment re Bell	259.37
Bill Payment re Alarm	216.00
Bill Payment re Hydro	361.91
Car Rental	48.63
Total disbursements	\$ 1,160.48
HST @ 13%	150.86
Total payable	\$ 1,311.34

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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Date March 2, 2021

Client File 7842615/10005
Invoice DISBURSEMENT 4
No. 6253071

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of RSV Investments Inc. for the period to February 28, 2021:

Disbursements	
Bill Payment re Gas	\$ 64.27
Bill Payment re Bell	142.54
Total disbursements	\$ 206.81
HST @ 13%	26.89
Total payable	\$ 233.70

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

Date April 20, 2020

Client File 7842615/10004

Invoice 6

No. 5971208

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period March 1, 2020 to March 31, 2020:

Date	Professional	Description
03/02/2020	Arif Dhanani	Filing various emails forwarded by Thornton Grout Finnigan LLP ("TGF"); attend to file administration.
03/03/2020	Daniel Weisz	Review summaries of activities.
03/03/2020	Arif Dhanani	Email to TGF re second supplement to Receiver's Second Report ("Second Supplemental Report").
03/04/2020	Brenda Wong	Review cash balances in the trust accounts and availability of cash to pay disbursements.
03/04/2020	Daniel Weisz	Review Second Supplemental Report and discussion with A. Dhanani on same.
03/04/2020	Arif Dhanani	Emails to/from TGF re email from S. Kelly on computer; draft Second Supplemental Report, including fee affidavit and summary of fees.
03/05/2020	Daniel Weisz	Review TGF comments re Second Supplemental Report and update report; email to P. Fesharaki of TGF re same.
03/05/2020	Echa Odeh	Prepare spreadsheet listing all point of sale terminals in the Receiver's possession; liaise with C. Delaney re draft letters to lease companies.
03/05/2020	Arif Dhanani	Review changes made to Second Supplemental Report by TGF; call with P. Fesharaki re Second Supplemental Report, finalize Second Supplemental Report, execute and send same to TGF for service.
03/06/2020	Daniel Weisz	Review and sign cheques.
03/06/2020	Donna Nishimura	Deposit cheque at the bank.

Date	Professional	Description
03/06/2020	Arif Dhanani	Facilitate posting of Second Supplemental Report on Receiver's website; emails to TGF regarding emails from S. Kelly; email exchange with Starport Managed Services.
03/06/2020	Echa Odeh	Emailed letters to leasing companies and save to file; diarize for follow up.
03/10/2020	Brenda Wong	Review HST position for December 1, 2019 to February 29, 2020.
03/10/2020	Echa Odeh	Response email to Elavon re Merchant Terminals; prepare schedule re fees.
03/11/2020	Brenda Wong	Review summary of RSM billings to date and allocation of fees.
03/11/2020	Arif Dhanani	Emails to/from TGF re various items related to MacTier, Court attendance and emails from S. Kelly.
03/11/2020	Echa Odeh	Update schedule re fees.
03/12/2020	Arif Dhanani	Attend in Court; facilitate posting of Court Order and Endorsement on the Receiver's website; meet with E. Odeh re cancellation of utilities.
03/13/2020	Arif Dhanani	Update email to TGF re forecast commissions on sale of meat by Artisan Farms Direct, MacTier sewage issues and other matters; call with L. Williams of TGF re administrative matters; call with P. Fesharaki re responding to S. Kelly.
03/13/2020	Echa Odeh	Discussions with B. Wong regarding HST calculations; amend accruals and allocation; file HST returns to February 29, 2020; save confirmations to the file.
03/19/2020	Arif Dhanani	Update Receiver's statement of receipts and disbursements for all entities and the MacTier Property.
03/20/2020	Daniel Weisz	Email to Laurentian Bank of Canada ("LBC") approving payment to be made.
03/23/2020	Daniel Weisz	Email re signing of wire form.
03/30/2020	Daniel Weisz	Review and approve disbursement.
03/30/2020	Arif Dhanani	Review and amend Receiver's reports pursuant to Section 246(2) of the Bankruptcy and Insolvency Act ("Interim Reports") relating to this receivership administration.
03/31/2020	Brenda Wong	Review/respond to emails re disbursements.
03/31/2020	Echa Odeh	Review of amendments and finalize the Interim Reports and fax to the Office of the Superintendent of Bankruptcy; phone calls and emails with utility companies to obtain wire payment information; email sent to Canada Revenue Agency requesting further information.
03/31/2020	Arif Dhanani	Review of wire confirmation from LBC for electronic payment to Richmond Advisory Services and forward same to B. Wong; finalize and execute Receiver's Interim Reports for all companies.
		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	1.70	\$ 525	\$ 892.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	13.80	\$ 395	5,451.00
Brenda Wong, CIRP, LIT	Senior Manager	0.80	\$ 395	316.00
Echa Odeh	Senior Associate	6.00	\$ 225	1,350.00
Donna Nishimura	Estate Administrator	0.10	\$ 110	11.00
Total hours and professional fees		<u>22.40</u>		\$ 8,020.50
HST @ 13%				1,042.67
Total payable				\$ 9,063.17

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

Date May 26, 2020

Client File 7842615/10004

Invoice 7

No. 6018420

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period April 1, 2020 to April 30, 2020:

Date	Professional	Description
04/01/2020	Echa Odeh	Discussions and emails with District of Muskoka and Miller Waste regarding payment of outstanding bills.
04/01/2020	Arif Dhanani	Email to Laurentian Bank of Canada ("LBC") re receipt of bank statements.
04/02/2020	Echa Odeh	Reviewing mail.
04/03/2020	Brenda Wong	Review cash status and email to A. Dhanani re funding for disbursements.
04/03/2020	Daniel Weisz	Review and sign letter re transfer of funds.
04/03/2020	Arif Dhanani	Call with L. Williams of Thornton Grout Finnigan LLP ("TGF") re status of sale of 21 High Street; draft letter to LBC to transfer funds between accounts, execute same and send to LBC; execute wire transfer form to pay utility bill and send same to LBC; email to B. Wong re further expenses to be paid and cash transfers required to pay bills.
04/06/2020	Brenda Wong	Review cheque requisitions for payment of professional fees.
04/06/2020	Arif Dhanani	Email to E. Odeh re receivership administration; respond to email from first mortgagee of Rosseau property.
04/06/2020	Daniel Weisz	Review invoices for payment and address wire requests.
04/07/2020	Arif Dhanani	Emails from/to LBC regarding various wire transfers sent, confirmations and February 2020 bank statements.
04/07/2020	Colleen Delaney	Emails to confirm date for data room shut down.
04/13/2020	Arif Dhanani	Emails from/to B. Wong re insurance renewals and TGF fees.
04/14/2020	Brenda Wong	Calculate allocation of TGF fees.
04/15/2020	Brenda Wong	Review and respond to emails re Bell charges to be paid.

Date	Professional	Description
04/16/2020	Daniel Weisz	Review and filing of emails.
04/18/2020	Daniel Weisz	Review summaries of activities.
04/21/2020	Arif Dhanani	Email to LBC re February and March 2020 bank statements; respond to E. Odeh email re RBC accounts, Sean Deer and First Data.
04/22/2020	Arif Dhanani	Calls and emails to/from TGF re Thornbury, Mr. Kelly, MacTier Property.
04/24/2020	Arif Dhanani	Review of bank statements received from LBC and forward same to B. Wong.
04/28/2020	Arif Dhanani	Emails from/to P. Fesharaki of TGF re personal items in Thornbury and responding to S. Kelly.
04/30/2020	Arif Dhanani	Emails to/from Richmond Advisory Services to coordinate attendance for S. Kelly to pick up personal assets and emails to/from TGF re 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	0.90	\$ 525	\$ 472.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	5.20	\$ 395	2,054.00
Brenda Wong, CIRP, LIT	Senior Manager	0.50	\$ 395	197.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.10	\$ 395	39.50
Echa Odeh	Senior Associate	0.70	\$ 225	157.50
Total hours and professional fees		7.40		\$ 2,921.00
HST @ 13%				379.73
Total payable				\$ 3,300.73

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

Date July 7, 2020

Client File 7842615/10004

Invoice 8

No. 6055537

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period May 1, 2020 to May 31, 2020:

Date	Professional	Description
05/07/2020	Daniel Weisz	Review and approve payments.
05/11/2020	Daniel Weisz	Review and approve letter re transfer of funds.
05/11/2020	Echa Odeh	Listen to voicemail from Canada Revenue Agency ("CRA") regarding outstanding returns, prepare RC342 for each company.
05/12/2020	Arif Dhanani	Review, amend, finalize and execute RC342 forms prepared by E. Odeh for RSV, Fine Meats & Game and Freezer Beef.
05/12/2020	Echa Odeh	Update RC342 and fax to CRA.
05/15/2020	Arif Dhanani	Email to Laurentian Bank of Canada re April 2020 bank statements; emails to/from C. Corcorane.
05/26/2020	Daniel Weisz	Review summaries of activities; process electronic payment.
05/26/2020	Arif Dhanani	Review of email from C. Delaney re CRA HST audit and respond thereto.
		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	1.30	\$ 485	630.50
Echa Odeh	Senior Associate	1.20	\$ 225	270.00
Total hours and professional fees		<u>3.00</u>		\$ 1,198.00
HST @ 13%				155.74
Total payable				\$ 1,353.74

* 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.



GST/HST: 80784 1440 RT 0001

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

Date August 20, 2020

Client File 7842615/10004

Invoice 9

No. 6093231

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period June 1, 2020 to July 31, 2020:

Date	Professional	Description
06/01/2020	Echa Odeh	Prepare summary for preparation of HST return; email to C. Delaney for review.
06/04/2020	Echa Odeh	File HST returns and save confirmations.
06/22/2020	Echa Odeh	Phone call with Canada Revenue Agency ("CRA") regarding HST refunds; email sent to A. Dhanani to provide update.
06/24/2020	Echa Odeh	Review of mail; email CRA Notice of Assessment to C. Delaney to confirm HST return processed.
06/29/2020	Daniel Weisz	Review summaries of activities; receivership file administration.
07/10/2020	Colleen Delaney	Discussion with A. Dhanani regarding status of file.
07/10/2020	Daniel Weisz	Discussion with A. Dhanani on the status of various matters.
07/13/2020	Jeff Berger	Update interim statement of receipts and disbursements through July 12, 2020; discuss same with A. Dhanani.
		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	0.30	\$ 595	\$ 178.50
Colleen H. Delaney, CPA, CA, CIRP, LIT	Senior Manager	0.10	\$ 485	48.50
Jeffrey K. Berger, CPA, CA, CIRP, LIT	Manager	1.60	\$ 395	632.00
Echa Odeh	Senior Associate	1.90	\$ 225	427.50
Total hours and professional fees		<u>3.90</u>		\$ 1,286.50
HST @ 13%				167.25
Total payable				\$ 1,453.75

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



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

GST/HST: 80784 1440 RT 0001

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

www.rsmcanada.com

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

Date January 19, 2021

Client File 7842615/10004

Invoice 10

No. 6213334

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period August 1, 2020 to December 31, 2020:

Date	Professional	Description
08/20/2020	Daniel Weisz	Review summaries of activities.
08/27/2020	Daniel Weisz	Review wire request and sign.
09/02/2020	Arif Dhanani	Review email from S. Kelly re sale of motel property; review of purchase and sale agreement and email to Thornton Grout Finnigan LLP ("TGF") regarding same; call with L. Williams of TGF; email to S. Kelly re real estate counsel contact details; email to TGF re matters to be discussed with counsel to S. Kelly on motel property transaction.
09/08/2020	Arif Dhanani	Email to B. Wong re questions in respect of HST returns to be filed for the period ended August 31, 2020.
10/01/2020	Daniel Weisz	Review and sign wire transfer.
10/06/2020	Echa Odeh	Prepare interim statement of receipts and disbursements for 21 High St., Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef Ltd. and RSV Investments Inc.; prepare notice pursuant to Section 246(2) of the Bankruptcy and Insolvency Act.
10/07/2020	Daniel Weisz	Review and sign wire payment request.
10/07/2020	Echa Odeh	Fax to the Office of the Superintendent of Bankruptcy and save confirmation to the file.
10/29/2020	Daniel Weisz	Review and sign wire transfer request.
10/30/2020	Daniel Weisz	Review and sign wire transfer request.
12/15/2020	Daniel Weisz	Review exchange of emails with S. Kelly and discussion with A. Dhanani on same.

Date	Professional	Description
12/22/2020	Daniel Weisz	Review and sign wire requests.
		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	1.10	\$ 595	\$ 654.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	2.30	\$ 485	1,115.50
Echa Odeh	Senior Associate	2.00	\$ 225	450.00
Total hours and professional fees		5.40		\$ 2,220.00
HST @ 13%				288.60
Total payable				\$ 2,508.60

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

Date February 16, 2021

Client File 7842615/10004

Invoice 11

No. 6237894

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period January 1, 2021 to January 31, 2021:

Date	Professional	Description
01/14/2021	Daniel Weisz	Process electronic payment.
01/18/2021	Daniel Weisz	Review summaries of activities.
01/18/2021	Arif Dhanani	Emails to/from Thornton Grout Finnigan LLP ("TGF") re sale of the MacTier Property; call with TGF re call with Front Desk Ltd. and its counsel.
01/22/2021	Arif Dhanani	Review of email from TGF re MacTier Property and respond thereto; review of email from D. Weisz responding to same.
01/27/2021	Arif Dhanani	Emails from/to TGF re sale of MacTier Property and proposal from Barriston Law.
		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	0.90	\$ 595	\$ 535.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	1.40	\$ 485	679.00
Total hours and professional fees		<u>2.30</u>		\$ 1,214.50
HST @ 13%				157.89
Total payable				\$ 1,372.39

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

Date March 2, 2021

Client File 7842615/10004

Invoice 12

No. 6253325

For professional services rendered with respect to the appointment of RSM Canada Limited as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period February 1, 2021 to February 28, 2021:

Date	Professional	Description
2/17/2021	Daniel Weisz	Review and sign letter re transfer of funds between bank accounts.
2/18/2021	Arif Dhanani	Update Receiver's statement of receipts and disbursements to February 15, 2021; update fee summary for Receiver's Third Report.
		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	0.10	\$ 595	\$ 59.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	0.70	\$ 485	339.50
Total hours and professional fees		<u>0.80</u>		\$ 399.00
HST @ 13%				51.87
Total payable				\$ 450.87

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

Date December 9, 2019

Client File 7842615/10004

Invoice 2

No. 5849760

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period to November 15, 2019:

Disbursements	
Photocopies	\$ 91.00
Postage	187.73
Total disbursements	278.73
HST @ 13%	36.23
Total payable	\$ 314.96

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited



GST/HST: 80784 1440 RT 0001

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

Date May 27, 2020

Client File 7842615/10004

Invoice DISBURSEMENT 3

No. 6019978

Disbursements in connection with RSM Canada Limited acting as Court-appointed Receiver of Black Angus Freezer Beef (2005) Ltd., Black Angus Fine Meats & Game Inc., RSV Inc. and the property municipally known as 21 High Street in MacTier, ON for the period to April 30, 2020:

Disbursements	
Couriers	\$ 148.84
Total disbursements	\$ 148.84
HST @ 13%	19.35
Total payable	\$ 168.19

VISA/MASTERCARD

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

WIRE PAYMENT DETAILS

Please contact Donna Nishimura at 647.727.3552 for wire instructions.

Invoices are due upon receipt.
RSM Canada Limited

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN BEFORE ME
THIS 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.

**In the Matter of the Receivership of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd.,
RSV Investments Inc., and of the real property municipally known as 21 High Street, Mactier, ON
Summary of Receiver's Fees and Disbursements
For the Period March 1, 2020 to February 28, 2021**

Invoice #	Description	Period	Hours	Fees	Disbursements	HST	Total	Average Hourly Rate
<i>21 High Street</i>								
6		March 1, 2020 to March 31, 2020	18.7	\$ 6,307.50	\$ -	\$ 819.98	\$ 7,127.48	\$ 337.30
7		April 1, 2020 to April 30, 2020	2.9	\$ 935.00	\$ -	\$ 121.55	\$ 1,056.55	\$ 322.41
8		May 1, 2020 to May 31, 2020	8.5	\$ 3,864.50	\$ -	\$ 502.39	\$ 4,366.89	\$ 454.65
9		June 1, 2020 to July 31, 2020	3.5	\$ 1,458.00	\$ -	\$ 189.54	\$ 1,647.54	\$ 416.57
10		August 1, 2020 to December 31, 2020	1.0	\$ 222.50	\$ -	\$ 28.93	\$ 251.43	\$ 222.50
11		January 1, 2021 to January 31, 2021	2.0	\$ 805.50	\$ -	\$ 104.72	\$ 910.22	\$ 402.75
12		February 1, 2021 to February 28, 2021	4.0	\$ 1,957.50	\$ -	\$ 254.48	\$ 2,211.98	\$ 489.38
			<u>40.6</u>	<u>\$ 15,550.50</u>	<u>\$ -</u>	<u>\$ 2,021.57</u>	<u>\$ 17,572.07</u>	<u>\$ 383.02</u>
<i>Black Angus Fine Meats & Game Inc. & Black Angus Freezer Beef (2005) Ltd.</i>								
6		March 1, 2020 to March 31, 2020	13.3	\$ 4,124.00	\$ -	\$ 536.12	\$ 4,660.12	\$ 310.08
7		April 1, 2020 to April 30, 2020	7.1	\$ 2,248.50	\$ -	\$ 292.31	\$ 2,540.81	\$ 316.69
8		May 1, 2020 to May 31, 2020	3.8	\$ 1,433.00	\$ -	\$ 186.29	\$ 1,619.29	\$ 377.11
9		June 1, 2020 to July 31, 2020	16.6	\$ 6,468.00	\$ -	\$ 840.84	\$ 7,308.84	\$ 389.64
10		August 1, 2020 to December 31, 2020	14.0	\$ 4,705.50	\$ -	\$ 611.72	\$ 5,317.22	\$ 336.11
11		January 1, 2021 to January 31, 2021	0.8	\$ 134.00	\$ -	\$ 17.42	\$ 151.42	\$ 167.50
DISBURSEMENT		December 9, 2019	-	\$ -	\$ 71.95	\$ 9.35	\$ 81.30	\$ -
DISBURSEMENT		May 27, 2020	-	\$ -	\$ 255.51	\$ 33.22	\$ 288.73	\$ -
			<u>55.6</u>	<u>\$ 19,113.00</u>	<u>\$ 327.46</u>	<u>\$ 2,527.26</u>	<u>\$ 21,967.72</u>	<u>\$ 343.76</u>

**In the Matter of the Receivership of Black Angus Fine Meats & Game Inc., Black Angus Freezer Beef (2005) Ltd.,
RSV Investments Inc., and of the real property municipally known as 21 High Street, Mactier, ON
Summary of Receiver's Fees and Disbursements
For the Period March 1, 2020 to February 28, 2021**

Invoice #	Description	Period	Hours	Fees	Disbursements	HST	Total	Average Hourly Rate
<i>RSV Investments Inc.</i>								
6		March 1, 2020 to March 31, 2020	8.3	\$ 2,780.00	\$ -	\$ 361.40	\$ 3,141.40	\$ 334.94
7		April 1, 2020 to April 30, 2020	7.5	\$ 2,415.50	\$ -	\$ 314.02	\$ 2,729.52	\$ 322.07
8		May 1, 2020 to May 31, 2020	2.0	\$ 805.50	\$ -	\$ 104.72	\$ 910.22	\$ 402.75
9		June 1, 2020 to July 31, 2020	8.2	\$ 3,477.00	\$ -	\$ 452.01	\$ 3,929.01	\$ 424.02
10		August 1, 2020 to December 31, 2020	39.5	\$ 15,816.00	\$ -	\$ 2,056.08	\$ 17,872.08	\$ 400.41
11		January 1, 2021 to January 31, 2021	18.3	\$ 8,514.50	\$ -	\$ 1,106.89	\$ 9,621.39	\$ 465.27
12		February 1, 2021 to February 28, 2021	6.6	\$ 3,231.50	\$ -	\$ 420.10	\$ 3,651.60	\$ 489.62
DISBURSEMENT		May 27, 2020	-	\$ -	\$ 287.11	\$ 37.32	\$ 324.43	\$ -
DISBURSEMENT		January 19, 2021	-	\$ -	\$ 1,160.48	\$ 150.86	\$ 1,311.34	\$ -
DISBURSEMENT		March 2, 2021	-	\$ -	\$ 206.81	\$ 26.89	\$ 233.70	\$ -
			90.4	\$ 37,040.00	\$ 1,654.40	\$ 5,030.27	\$ 43,724.67	\$ 409.73
<i>Combined</i>								
6		March 1, 2020 to March 31, 2020	22.4	\$ 8,020.50	\$ -	\$ 1,042.67	\$ 9,063.17	\$ 358.06
7		April 1, 2020 to April 30, 2020	7.4	\$ 2,921.00	\$ -	\$ 379.73	\$ 3,300.73	\$ 394.73
8		May 1, 2020 to May 31, 2020	3.0	\$ 1,198.00	\$ -	\$ 155.74	\$ 1,353.74	\$ 399.33
9		June 1, 2020 to July 31, 2020	3.9	\$ 1,286.50	\$ -	\$ 167.25	\$ 1,453.75	\$ 329.87
10		August 1, 2020 to December 31, 2020	5.4	\$ 2,220.00	\$ -	\$ 288.60	\$ 2,508.60	\$ 411.11
11		January 1, 2021 to January 31, 2021	2.3	\$ 1,214.50	\$ -	\$ 157.89	\$ 1,372.39	\$ 528.04
12		February 1, 2021 to February 28, 2021	0.8	\$ 399.00	\$ -	\$ 51.87	\$ 450.87	\$ 498.75
DISBURSEMENT		December 9, 2019	-	\$ -	\$ 278.73	\$ 36.23	\$ 314.96	\$ -
DISBURSEMENT		May 27, 2020	-	\$ -	\$ 148.84	\$ 19.35	\$ 168.19	\$ -
			45.2	\$ 17,259.50	\$ 427.57	\$ 2,299.32	\$ 19,986.39	\$ 381.85
Total			231.80	\$ 88,963.00	\$ 2,409.43	\$ 11,878.42	\$ 103,250.85	\$ 383.79

APPENDIX K

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

B E T W E E N:

LAURENTIAN BANK OF CANADA

Applicant

- and -

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

Respondents

AFFIDAVIT OF PUYA FESHARAKI
(Sworn March 8, 2021)

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

1. I am an associate with Thornton Grout Finnigan LLP (“**TGF**”), counsel for RSM Canada Limited in its capacity as Court-appointed Receiver (the “**Receiver**”) of the Respondents in these proceedings (the “**Receivership Proceedings**”). As such, I have knowledge of the matters to which I hereinafter depose, except where stated to be on information and belief, and where so stated, I verily believe it to be true.

2. Attached hereto as Exhibit “**A**” are copies of the bills of costs (the “**Bills of Costs**”) issued to the Receiver by TGF for fees and disbursements incurred by TGF in the course of these Receivership Proceedings for the period from March 3, 2020 to February 28, 2021 (the “**Fee Approval Period**”).

3. As evidenced by the Bills of Costs attached at Exhibit "A", in the course of the Fee Approval Period, TGF counsel and law clerks have expended a total of 79.3 hours in connection with these Receivership Proceedings, and have incurred CAD \$43,087.50 in fees, CAD \$233.02 in disbursements and CAD \$5,626.71 in taxes, for a total of CAD \$48,947.23.
4. Attached hereto as Exhibit "B" is a schedule summarizing the Bills of Costs and the total billable hours charged.
5. Attached hereto as Exhibit "C" is a schedule summarizing the respective years of call, where applicable, and billing rates of each of the TGF professionals who acted for the Receiver during the Fee Approval Period.
6. TGF estimates that the amount necessary to complete this matter will be CAD\$30,000, plus disbursements and taxes.
7. To the best of my knowledge, the rates charged by TGF in the course of these Receivership Proceedings are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe the total hours, fees and disbursements incurred by TGF on this matter are reasonable and appropriate in the circumstances.
8. This Affidavit is sworn in support of a motion, *inter alia*, approving TGF's fees and disbursements incurred in respect of the Receivership Proceedings during the Fee Approval Period.

SWORN remotely via videoconference,
by PUYA FESHARAKI stated as being
located in the City of Toronto, in the
Province of Ontario, before me at the City
of Pickering, in the Province of Ontario,
this 8th day of March, 2021, in accordance
with O. Reg 431/20, *Administering Oath or
Declaration Remotely*



Commissioner for Taking Affidavits, etc.



PUYA FESHARAKI

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

EXHIBIT "A"

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

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

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

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

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

For the period ending March 31, 2020

Mar-03-20	Emails with Receiver in respect of supplemental report;	0.20	LMW
	Emails with S. Kelly;	0.20	PF
Mar-04-20	Emails regarding return of computer; review invoice regarding same; review and revise Second Supplemental Report; emails regarding same; emails regarding sale of Thornbury;	0.70	LMW
	Finalize Second Supplemental Report to Second Receiver's Report;	2.00	PF
Mar-05-20	Emails in respect of Second Supplemental Report; emails regarding service;	0.40	LMW
	Review and revise Second Supplemental Report; emails in respect of Receiver's comments on Report;	1.40	PF
	Discuss Fee Affidavit with P. Fesharaki; prepare Fee Affidavit;	1.10	RGM
Mar-06-20	Emails in respect of discussion with MacTier mortgagee; emails with S. Kelly and the Receiver;	0.50	LMW
	Emails in respect of 1st mortgagee's claims; attend to service on Township;	1.10	PF

	Discussion with P. Fesharaki regarding service of court materials on the Corporation of Township of Georgian Bay; review Farm Debt Mediation notice received by Receiver from the Township; locate contact information for Township and prepare draft correspondence to same to serve Notice of Motion and endorsement returnable March 12; circulate draft to P. Fesharaki; review service emails with respect to Receiver's supplemental report and prepare package of documents served electronically to be couriered to S. Kelly; attend to updated PIN search with respect to 21 High St., MacTier;	1.60	RGM
Mar-09-20	Emails regarding MacTier issues; review and revise draft email to mortgagee;	0.20	LMW
	Office conference with R. Manea about service, including of Township, and Affidavit of Service; review materials for motion; review and revise email to First Mortgagee;	0.90	PF
	Brief discussion with P. Fesharaki regarding status; attend to service of Notice and February 26 endorsement on Township of Georgian Bay via facsimile; instructions from P. Fesharaki and obtain confirmations of courier deliveries to S. Kelly and receipt signatures; prepare detailed Affidavit of Service with respect to Second Supplemental Report; internal instructions regarding filing of Second Supplemental Report and materials for court appearance; prepare court copy of Second Supplemental Report; emails to and from Commercial List trial coordinator regarding materials for hearing on March 12; communicate internally with respect to same; prepare materials for P. Fesharaki for court attendance;	2.10	RGM
Mar-10-20	Emails in respect of issues with MacTier property and first mortgagee; emails regarding upcoming hearing;	0.20	LMW
	Emails in respect of MacTier Property;	0.10	PF
Mar-11-20	Telephone call with A. Dhanani regarding upcoming motion and relief sought; review and revise draft Order; email from and to S. Kelly; discuss same with Receiver; prepare for motion;	2.10	LMW
	Prepare for hearing; emails with J. Valler regarding his client's position;	0.70	PF
	Review and revise RSV draft Order; review and consider new information in supplemental reports; email to L. Williams and P. Fesharaki regarding same and Affidavit of Service for First Supplement; further revisions to draft Order to incorporate updated fees and disbursements; prepare copies of order for Court attendance; prepare blacklines to February 26 draft for Court attendance; prepare and commission missing affidavit of service for first supplemental report;	2.00	RGM
Mar-12-20	Prepare for and attend motion; emails in respect of MacTier repairs; email to C. Corcoran regarding status of proceedings and claim against guarantors; emails regarding transition of MacTier;	2.90	LMW

	Court attendance with L. Williams in respect of approval of Receiver's activities and conduct;	2.60	PF
	Emails to S. Kelly in respect of sewage issues and transfer of Property;	0.50	PF
	Attend to matters regarding entering of Court order; receive entered Order issued by Conway J. and prepare electronic copy of same and Endorsement for service; instructions from P. Fesharaki; prepare courier copies of same to be delivered to S. Kelly;	0.50	RGM
Mar-13-20	Numerous emails from S. Kelly; emails and telephone call with A. Dhanani regarding status and next steps;	0.80	LMW
	Emails from S. Kelly; emails in respect of Sean Deer corporate documents, reviewing past emails to confirm transfer to S. Kelly; emails with S. Kelly about terms of Endorsement and Receiver's obligations in respect of sewage issues;	1.50	PF
Mar-15-20	Emails in respect of repairs to MacTier and transitional issues;	0.20	LMW
	Emails in respect of sewage issues;	0.20	PF
	Emails in respect of repairs to MacTire and transitional issues;	0.20	PF
Mar-16-20	Emails regarding potential distribution to unsecureds; emails regarding sale of Thornbury;	0.30	LMW
Mar-17-20	Emails regarding sale of Thornbury;	0.10	LMW
Mar-18-20	Email status update to the bank; emails regarding sale of MacTier;	0.30	LMW
Mar-26-20	Emails regarding proposal from MacTier landlord;	0.20	LMW
Mar-31-20	Call with counsel to High St. Landlord to discuss their proposal regarding property;	0.40	PF

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	9.10	7,052.50
Puya Fesharaki	11.80	5,900.00
Roxana Manea (Law Clerk)	7.30	2,007.50
TOTAL FEE HEREIN		\$14,960.00
HST on Fees		<u>\$1,944.80</u>

Total Fees and HST **\$16,904.80**

Disbursements:

Couriers	\$79.02
Photocopies	\$24.25
Photocopies - Color	\$1.50
Teranet Property Search	\$22.80
Teranet Property Search*	\$9.80
Teranet Property Searches*	\$9.80
Teranet Property Searches	\$22.80

Total Taxable Disbursements **\$150.37**
HST on Disbursements **\$19.55**

Total Non-Taxable Disbursements **\$19.60**

Total Disbursements and HST **\$189.52**
Total Fees, Disbursements & HST **\$17,094.32**

OUR ACCOUNT HEREIN **\$17,094.32**

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

Thornton Grout Finnigan LLP



Per: Puya Fesharaki

E. & O. E. HST No. 87042 1039RT *HST Exempt
Matter No. 2028-001
Invoice No. 34809
Date: Apr 11/20

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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

LAURENTIAN BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending April 30, 2020

Mar-26-20	Emails in respect of 21 High St.;	0.10	PF
Apr-01-20	Emails with A. Dhanani regarding status;	0.10	LMW
Apr-02-20	Follow up email to J. Valler;	0.20	PF
Apr-08-20	Emails with counsel to MacTier mortgagee;	0.30	LMW
	Emails in respect of MacTier Property, any sale thereof, and Receiver's fees;	0.10	PF
Apr-14-20	Email regarding status of Thornbury;	0.10	LMW
Apr-15-20	Emails in respect of status of sale of MacTier and division of fees;	0.20	LMW
Apr-22-20	Emails from S. Kelly in respect of bicycles and showings;	0.20	PF
Apr-28-20	Emails in respect of personal items at property with A. Dhanani and S. Kelly;	0.40	PF
Apr-29-20	Emails to S. Kelly in respect of bicycles;	0.30	PF

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	0.70	542.50
Puya Fesharaki	1.30	650.00

TOTAL FEE HEREIN	\$1,192.50
HST on Fees	<u>\$155.03</u>

Total Fees and HST	\$1,347.53
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OUR ACCOUNT HEREIN	<u>\$1,347.53</u>
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Thornton Grout Finnigan LLP



Per: Puya Fesharaki

E. & O. E. HST No. 87042 1039RT *HST Exempt
 Matter No. 2028-001
 Invoice No. 34934
 Date: May 07/20

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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

- and -

Applicant

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

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
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Leanne M. Williams (LSO# 41877E)
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Puya Fesharaki (LSO# 70588L)
Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending June 30, 2020

May-25-20	Telephone call with Receiver in respect of status of sale of Thornbury and MacTier;	0.20	LMW
Jun-01-20	Review insurance cancellation letter to MacTier tenant;	0.10	PF
Jun-04-20	Emails relating to Mr. Kelly's personal credit card;	0.10	PF
Jun-22-20	Emails in respect of sale of MacTier property;	0.30	LMW
	Emails in respect of offers for property;	0.10	PF
Jun-23-20	Emails in respect of offer to purchase MacTier; emails in respect of sale of plant; conference call with A. Dhanani; further conference call with C. Corcoran regarding sale of MacTier and next steps in respect of Thornbury;	1.10	LMW
Jun-24-20	Emails in respect of potential sale of website and name;	0.20	LMW
Jun-25-20	Emails in respect of potential sale of website;	0.30	LMW
Jun-29-20	Draft Bill of Sale;	0.90	PF
Jun-30-20	Review and revise Bill of Sale; emails regarding same;	0.30	LMW

Review and revise Bill of Sale; emails in respect of Bill of Sale;

0.20

PF

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	2.40	1,860.00
Puya Fesharaki	1.40	700.00
TOTAL FEE HEREIN		\$2,560.00
HST on Fees		<u>\$332.80</u>
Total Fees and HST		

\$2,892.80

OUR ACCOUNT HEREIN

\$2,892.80

Thornton Grout Pinnigan LLP



Per: Puya Fesharaki

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

Matter No. 2028-001
Invoice No. 35278
Date: Jul 09/20

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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

LAURENTIAN BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending July 31, 2020

Jun-23-20	Review terms of offer for MacTier property; emails with L. Williams and A. Dhanani in respect of same;	0.20	PF
Jul-08-20	Emails in respect of sale of MacTier and name;	0.20	LMW
Jul-09-20	Emails in respect of status of sale of real property and name;	0.20	LMW
	Emails in respect of MacTier property; consider Receiver's rights/remedies in respect of same;	0.40	PF
Jul-10-20	Emails in respect of status of sale of Thornbury;	0.10	LMW
	Emails in respect of Thornbury property and price reduction;	0.30	PF
Jul-13-20	Emails in respect of offer to purchase Thornbury; emails in respect of sale of name;	0.20	LMW
	Emails in respect of Berbican offer; emails in respect of offer for Thornbury property;	0.30	PF
Jul-14-20	Emails in respect of sale of MacTier;	0.20	LMW
	Telephone call with C. Corcoran to discuss file status and mortgages on ancillary properties;	0.30	PF

	Emails in respect of MacTier property;	0.30	PF
Jul-15-20	Research priority of Receiver's Charges vis a vis priority charges in BIA;	0.70	PF
Jul-27-20	Emails in respect of Thornbury offer;	0.30	LMW
Jul-28-20	Emails and telephone call with C. Corcoran and A. Dhanani in respect of sale of Thornbury and other assets; further call with A. Dhanani;	0.60	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	1.80	1,395.00
Puya Fesharaki	2.50	1,250.00

TOTAL FEE HEREIN	\$2,645.00
HST on Fees	<u>\$343.85</u>

Total Fees and HST	\$2,988.85
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OUR ACCOUNT HEREIN	<u>\$2,988.85</u>
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Thornton Grout Finnigan LLP



Per: Puya Fesharaki

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

Matter No. 2028-001
 Invoice No. 35537
 Date: Aug 20/20

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

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

LAURENTIAN BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending September 30, 2020

Sep-08-20	Email in respect of proposed sale of property;	0.10	LMW
Sep-14-20	Emails in respect of sale of Thornbury property and terms of offer; review revisions to terms of offer; emails regarding same;	0.40	LMW
	Review and provide comments in respect of offer in respect of property at 207484 Hwy 26; draft new language in respect of same at A. Dhanani's request;	0.60	PF
Sep-17-20	Emails in respect of Thornbury offer;	0.10	LMW
Sep-18-20	Emails in respect of Thornbury offer;	0.20	LMW
Sep-21-20	Emails and telephone calls in respect of Thornbury offer and next steps;	0.70	LMW
Sep-23-20	Emails in respect of offer to purchase; briefly review same;	0.20	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	1.70	1,317.50
Puya Fesharaki	0.60	300.00

TOTAL FEE HEREIN
HST on Fees

\$1,617.50
\$210.28

Total Fees and HST

\$1,827.78

Disbursements:


Total Fees, Disbursements & HST

\$1,827.78

OUR ACCOUNT HEREIN

\$1,827.78

Thornton Grout Finnigan LLP



Per: Puya Fesharaki

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

Matter No. 2028-001
Invoice No. 35759
Date: Oct 14/20

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

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

LAURENTIAN BANK OF CANADA

Applicant

- and -

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

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

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
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Toronto, ON M5K 1K7
Fax: (416) 304-1313

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca

Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

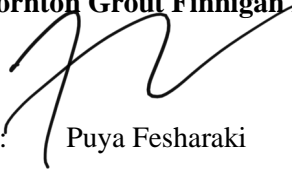
For the period ending November 30, 2020

Nov-10-20	Review status of Thornbury property sale discussions; discuss same with L. Williams; email to A. Dhanani in respect of status update;	0.30	PF
Nov-11-20	Emails in respect of sale of Thornbury;	0.20	LMW
	Emails with A. Dhanani about status of Thornbury Property sale;	0.30	PF
Nov-12-20	Emails in respect of Thornbury sale;	0.20	LMW
	Emails in respect of property visit, septic issue;	0.10	PF
Nov-13-20	Emails in respect of delay of Thornbury sale;	0.20	LMW
Nov-24-20	Telephone call with A. Dhanani regarding status of Thornbury transaction and next steps; email in respect of Court availability;	0.30	LMW
Nov-25-20	Emails in respect of sale of Thornbury property and conveyance of Anderson lands; emails in respect of potential sale approval motion;	0.40	LMW
	Emails in respect of potential zoning issues; amendments to APS; review past email correspondence relating to severance; further emails with L. Williams and A. Dhanani in respect of the foregoing;	1.30	PF

	Instructions from L. Williams regarding time for motion in December to approve sale and discharge receiver; email to and from Commercial List regarding availability on December 16; follow-up email to L. Williams regarding same;	0.20	RGM
Nov-26-20	Emails in respect of Thornbury sale and methodology for vesting Anderson assets;	0.40	LMW
	Emails with landlord's counsel and planner; emails with real estate counsel and A. Dhanani about possible extension, revision of APS;	0.70	PF
Nov-27-20	Emails in respect of nature of property; rectifying APS;	0.50	PF
Nov-28-20	Emails with purchaser's counsel and J. Grad in respect of nature of property;	0.30	PF
Nov-30-20	Discuss status of Thornbury sale with A. Dhanani; emails regarding same;	0.30	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>	
Leanne M. Williams	2.00	1,550.00	
Puya Fesharaki	3.50	1,750.00	
Roxana Manea (Law Clerk)	0.20	55.00	
TOTAL FEE HEREIN		\$3,355.00	
HST on Fees		<u>\$436.15</u>	
Total Fees and HST			\$3,791.15
<u>Disbursements:</u>			
Teranet Property Search		\$22.80	
Teranet Property Search*		\$9.80	
Total Taxable Disbursements		\$22.80	
HST on Disbursements		\$2.96	
Total Non-Taxable Disbursements		<u>\$9.80</u>	
Total Disbursements and HST			<u>\$35.56</u>
Total Fees, Disbursements & HST			\$3,826.71
OUR ACCOUNT HEREIN			<u>\$3,826.71</u>

Thornton Grout Finnigan LLP

Per:  Puya Fesharaki

E. & O. E. HST No. 87042 1039RT *HST Exempt
Matter No. 2028-001
Invoice No. 36006
Date: Dec 09/20

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

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

LAURENTIAN BANK OF CANADA

Applicant

- and -

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

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca

Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca

Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending December 31, 2020

Dec-02-20	Attend conference call with broker, A. Dhanani and C. Corcoran;	0.60	LMW
Dec-03-20	Emails in respect of Thornbury sale;	0.20	LMW
Dec-04-20	Email in respect of purchasers request to store equipment;	0.10	LMW
	Emails in respect of strategy regarding Thornbury;	0.10	PF
Dec-08-20	Emails in respect of amendment to Thornbury transaction;	0.10	LMW
	Emails with purchaser's lawyer and J. Grad in respect of zoning application and terms of APS amendment;	0.40	PF
Dec-09-20	Emails in respect of status of Thornbury sale;	0.10	LMW
	Emails with A. Dhanani and J. Grad in respect of APS amendment terms;	0.20	PF
Dec-12-20	Emails in respect of Thornbury planning amendments with counsel to Buyer; emails in respect of same with J.Grad and A. Dhanani;	0.50	PF
Dec-14-20	Emails in respect of return of records;	0.20	LMW

	Emails in respect of planning changes; emails in respect of S. Kelly allegations	0.20	PF
Dec-15-20	Emails in respect of return of records; telephone call with A. Dhanani in respect of responses from S. Kelly;	0.40	LMW
	Emails about records located at Thornbury site;	0.30	PF
Dec-16-20	Emails with S. Kelly in respect of records stored at Thornbury property;	0.40	PF
Dec-17-20	Emails in respect of Thornbury agreement; emails in respect of corporate records to be picked up by S. Kelly;	0.10	LMW
	Emails in respect of planning document;	0.30	PF
Dec-18-20	Emails in respect of completing planning change document;	0.20	PF
Dec-22-20	Emails in respect of potential destruction of related party records;	0.20	LMW
	Emails with purchaser's counsel and A. Dhanani in respect of APS amendment;	0.40	PF
Dec-23-20	Emails in respect of Thornbury sale;	0.20	LMW
	Emails in respect of whether APS needs to be restated for purposes of Vesting Order;	0.10	PF

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	2.20	1,705.00
Puya Fesharaki	3.10	1,550.00
TOTAL FEE HEREIN		\$3,255.00
HST on Fees		<u>\$423.15</u>

Total Fees and HST **\$3,678.15**

OUR ACCOUNT HEREIN **\$3,678.15**

Thornton Grout Finnigan LLP



Per: Puya Fesharaki

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

Matter No. 2028-001
 Invoice No. 36295
 Date: Jan 25/21

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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

LAURENTIAN BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending January 31, 2021

Jan-04-21	Emails in respect of Court materials;	0.10	LMW
	Emails in respect of Receiver's Report and legal opinion;	0.10	PF
Jan-05-21	Emails in respect of distribution issues;	0.20	LMW
	Emails in respect of possible Tara Food records at Thornbury site;	0.80	PF
Jan-06-21	Emails in respect of Thornbury sale; emails in respect of release of records;	0.20	LMW
	Emails with P. Fesharaki regarding security documents for opinion to be reviewed by George Benchetrit; prepare and compile package of security documents; provide to P. Fesharaki for review; further revise package of documents; upload same at ShareFile link and provide to P. Fesharaki; emails with P. Fesharaki regarding March 2020 charging Order; obtain updated PIN for MacTier property;	1.90	RGM
Jan-07-21	Emails in respect of Kitchen's visit to property and conditions of his visit;	0.30	PF
Jan-08-21	Prepare for and telephone call with counsel to first mortgagee regarding power of sale and reasonable fees of Receiver;	0.90	PF

Jan-17-21	Emails in respect of sale of real property and priority of charge;	0.20	LMW
Jan-18-21	Review Chaiton's Opinion; emails in respect of deadline under Amendments to Thornbury APS in respect of maintenance costs and planning conditions; review deadline/terms under MacTier offer; emails in respect of foregoing; follow up emails regarding Thornbury sale;	1.80	PF
Jan-19-21	Emails in respect of Thornbury sale;	0.30	LMW
	Further emails and analysis regarding Thornbury APS extension terms;	0.30	PF
Jan-20-21	Emails in respect of Thornbury sale;	0.20	LMW
	Emails with Receiver in respect of APS extension;	0.40	PF
Jan-21-21	Emails and call in respect of extension request;	0.70	LMW
	Prepare for and conference call with Receiver and L. Williams in respect of Thornbury property extension; finalize extension terms;	0.50	PF
Jan-22-21	Emails in respect of extension of time for closing Thornbury; emails in respect of MacTier charge; review proposal from first mortgagee; review and revise email to J. Valler;	0.50	LMW
Jan-25-21	Email in respect of zoning variance;	0.10	LMW

<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>	
Leanne M. Williams	2.50	2,062.50	
Puya Fesharaki	5.10	2,805.00	
Roxana Manea (Law Clerk)	1.90	522.50	
TOTAL FEE HEREIN		\$5,390.00	
HST on Fees		<u>\$700.70</u>	
Total Fees and HST			\$6,090.70
 <u>Disbursements:</u>			
Teranet Property Search		\$21.75	
Teranet Property Search*		\$8.70	
Total Taxable Disbursements		\$21.75	
HST on Disbursements		\$2.83	
Total Non-Taxable Disbursements		<u>\$8.70</u>	
Total Disbursements and HST			<u>\$33.28</u>
Total Fees, Disbursements & HST			\$6,123.98
 OUR ACCOUNT HEREIN			 <u>\$6,123.98</u>

Thornton Grout Finnigan LLP



Per: Puya Fesharaki

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

Matter No. 2028-001

Invoice No. 36360

Date: Feb 12/21

Terms: Payment due upon receipt. Any disbursements not posted to your account on the date of this statement will be billed later. In accordance with Section 35 of The Solicitor's Act, interest will be charged at the rate of 6:00 % per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this Statement is delivered.

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LAURENTIAN BANK OF CANADA

- and -

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

Applicant

Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

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

Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

**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**

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

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

For the period ending February 28, 2021

Feb-01-21	Emails in respect of undertaking to discharge Court Order; review and revise same;	0.30	LMW
	Emails in respect of Receiver's charge; draft Solicitor's Undertaking;	0.70	PF
Feb-09-21	Review materials to discharge order;	0.20	LMW
	Emails in respect of Thornbury sale; review motion materials and emails regarding same;	0.40	LMW
	Draft Consent Discharge Order in respect of Appointment Order registered against title; multiple emails with L. Williams and R. Manea in respect of same;	1.90	PF
	Emails with P. Fesharaki regarding court documents for motion and order to discharge Receiver's charge and Appointment Order from title to MacTier property, and procedure for motion in writing/order on consent; review relevant Orders with respect to MacTier property; obtain updated parcel search for MacTier property and review same; begin drafting Notice of Motion and circulate first draft to P. Fesharaki; draft Consent and Order for same and provide to P. Fesharaki; review revised Notice of Motion and draft Order and comments to P. Fesharaki regarding same;	3.00	RGM
Feb-10-21	Emails in respect of discharge order;	0.10	LMW
	Emails and telephone conversation regarding finalizing Consent Notice of Motion and Order; finalize documents for Court;	0.80	PF
	Final review and revisions to Notice of Motion on consent and draft	2.50	RGM

	Order; prepare blacklines and email to P. Fesharaki regarding same; call with P. Fesharaki regarding revisions; emails with L. Williams regarding Consent and revisions to draft Order; prepare final package of documents (Notice of Motion in writing, signed Consent and draft Order to be signed) and draft email to Commercial List regarding request for motion in writing and LRO Order on Consent; emails to and from Commercial List scheduling clerk regarding electronic submission of materials; attend to filing same electronically through Civil Submissions portal; email to Commercial List regarding same and assigning materials to available judge;		
Feb-11-21	Telephone call with A. Dhanani in respect of APS amendment;	0.20	PF
Feb-12-21	Emails in respect of Thornbury sale; emails in respect of Court availability; discuss Thornbury sale and ancillary relief with A. Dhanani; emails in respect of indemnity of purchaser;	0.50	LMW
	Multiple emails regarding amendment to APS and obtaining Court date; submit court requisition documents; emails with purchaser's counsel and J. Grad regarding amendment to APS; emails with A. Dhanani in respect of foregoing;	1.10	PF
	Follow up email to and from Court regarding materials for motion in writing with order on consent and assigned judge; email from Jonathan Pera (Assistant Trial Coordinator - Commercial & Estates) regarding motion on March 16;	0.20	RGM
Feb-16-21	Emails in respect of indemnity agreement; emails in respect of discharge order; emails with J. Valler in respect of settlement of distribution of sale proceeds; emails in respect of logistics of sale approval and finalization of estate;	0.50	LMW
	Emails in respect of separate agreement relating to property storage risks; emails in respect of Discharge Order granted by Court; emails in respect of allocation of sale proceeds held in trust;	0.70	PF
	Email from trial coordinator regarding judge assigned to motion in writing; receive and review signed and entered order to discharge Receiver's Charge from title to MacTier property;	0.20	RGM
Feb-17-21	Review License Agreement, compare against past APS and amendments; confirm property references; emails with R. Manea in respect of same;	0.50	PF
	Instructions from P. Fesharaki regarding APS and amendments executed with respect to Thornbury property; briefly review and organize same; conduct PIN search with respect to property registered in the name of Jennifer Anderson; emails with P. Fesharaki regarding same and draft License Agreement;	0.80	RGM
Feb-18-21	Emails in respect of division of MacTier charges;	0.20	LMW
	Emails in respect of license agreement; emails in respect of offer from MacTier property first mortgagee and strategy regarding next steps; review and revise license agreement;	1.00	PF
Feb-26-21	Detailed review of correspondence on file from November - December 2019 and January 2020 to determine when the notice of sale under mortgage regarding the Thornbury property and the BIA notice delivered	1.20	RGM

with same via registered mail to Jennifer Anderson came to her attention, locate email from Ken Page (counsel for Anderson) to L. Williams and J. Hardy responding on behalf of Anderson on December 4, 2020 regarding Statement of Claim and confirming Anderson received the registered mail, and attaching the Consent to enforcement signed by Anderson and witnessed by Ken Page; detailed emails to P. Fesharaki in response to concerns and questions raised by Jory Grad (Owens Wright) regarding registered mail sent to Anderson with the power of sale notice and email from Ken Page to TGF attaching signed Consent to enforcement dated December 2, 2019;

Emails with P. Fesharaki regarding updated PIN searches for RSV and Anderson properties prior to service of motion record for approval and vesting order; email from P. Fesharaki regarding notice of sale under mortgage delivered to Jennifer Anderson in 2019 and registered mail confirmation; review chain of emails with J. Grad and A. Dhanani regarding same; locate copies of registered mail confirmations from November 2019, attempt to track registered mail numbers for same through Canada Post; review relevant provisions of Mortgages Act regarding notices of sale and when notice deemed given; respond to email from P. Fesharaki regarding same;

Feb-27-21 Obtain updated PIN searches for RSV and Anderson properties in Thornbury subject to sale and upcoming approval and vesting motion; review same and consider retired PIN post-severance; 0.30 RGM

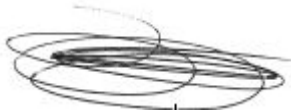
<u>Lawyer</u>	<u>Hours</u>	<u>Amount</u>
Leanne M. Williams	2.20	1,815.00
Puya Fesharaki	6.90	3,795.00
Roxana Manea (Law Clerk)	9.10	2,502.50
TOTAL FEE HEREIN		\$8,112.50
HST on Fees		\$1,054.63

Total Fees and HST **\$9,167.13**

OUR ACCOUNT HEREIN **\$9,167.13**

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

ThorntonGroutFinnigan LLP



Per: Leanne Williams

E. & O. E. HST No. 87042 1039RT *HST Exempt
 Matter No. 2028-001
 Invoice No. 36466
 Date: Mar 08/21

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LAURENTIAN BANK OF CANADA

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Respondents

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

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

Proceedings commenced at Toronto, Ontario

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

Thornton Grout Finnigan LLP

TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
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Leanne M. Williams (LSO# 41877E)

Email: lwilliams@tgf.ca
Tel: (416) 304-0060

Puya Fesharaki (LSO# 70588L)

Email: pfesharaki@tgf.ca
Tel: (416) 304-7979

Lawyers for the Court-Appointed Receiver

Exhibit "B"

Summary of total professional fees by invoice for the period:

March 3, 2020 to February 28, 2021

Invoice #	Period of Service	Total Hours	Fees	Disb.	HST	Total (Fees, HST, Disb.)	Average Hourly Rate
7th Bill of Costs	period ended March 31, 2020	28.2	\$ 14,960.00	\$ 169.97	\$ 1,964.35	\$ 17,094.32	\$ 530.50
8th Bill of Costs	period ended June 30, 2020	2	\$ 1,192.50	\$ -	\$ 155.03	\$ 1,347.53	\$ 596.25
9th Bill of Costs	period ended April 30, 2020	3.8	\$ 2,560.00	\$ -	\$ 332.80	\$ 2,892.80	\$ 673.68
10th Bill of Costs	period ended July 31, 2020	4.3	\$ 2,645.00	\$ -	\$ 343.85	\$ 2,988.85	\$ 615.12
11th Bill of Costs	period ended Sept. 30, 2020	2.3	\$ 1,617.50	\$ -	\$ 210.28	\$ 1,827.78	\$ 703.26
12th Bill of Costs	period ended Nov. 30, 2020	5.7	\$ 3,355.00	\$ 32.60	\$ 439.11	\$ 3,826.71	\$ 588.60
13th Bill of Costs	period ended Dec. 31, 2020	5.3	\$ 3,255.00	\$ -	\$ 423.15	\$ 3,678.15	\$ 614.15
14th Bill of Costs	period ended Jan. 31, 2021	9.5	\$ 5,390.00	\$ 30.45	\$ 703.53	\$ 6,123.98	\$ 567.37
15th Bill of Costs	period ended Feb. 28, 2021	18.2	\$ 8,112.50	\$ -	\$ 1,054.63	\$ 9,167.13	\$ 445.74
TOTAL		79.3	\$ 43,087.50	\$ 233.02	\$ 5,626.71	\$ 48,947.23	\$ 543.35

Exhibit "C"

Summary of total professional fees by position - period:

March 3, 2020 to February 28, 2021

Legal Professional	Position	Year of Call	Rate/hour 2020*	Rate/hour 2021*	Hours Billed
Leanne M. Williams	Partner	1999	\$ 775.00	\$ 825.00	24.60
Puya Fesharaki	Associate	2015	\$ 500.00	\$ 550.00	36.20
Roxana Manea	Law clerk	N/A	\$ 275.00	\$ 275.00	18.50
Total					79.30

*reflects discounted rate

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LAURENTIAN BANK OF CANADA
Applicant

- and -

RSV INVESTMENTS INC., et al.

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto, Ontario

AFFIDAVIT OF PUYA FESHARAKI
(Sworn March 8, 2021)

Thornton Grout Finnigan LLP
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Toronto, ON M5K 1K7
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Lawyers for the Court-appointed Receiver