

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

BETWEEN:

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**MOTION RECORD  
(Returnable July 4, 2022)**

DATE: June 21, 2022

**GOLDMAN SLOAN NASH & HABER LLP**  
Barristers and Solicitors  
Suite 1600, 480 University Avenue  
Toronto, Ontario, M5G 1V2  
Fax: 416-597-3370

**Mario Forte** (LSO 27293F)  
Email: forte@gsnh.com  
Tel: (416) 597-6477  
Fax: (416) 597-3370

Lawyers for Deloitte Restructuring Inc.

**TO: THE SERVICE LIST**

# INDEX

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

BETWEEN:

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**INDEX**

<b>Tab</b>	<b>Document</b>	<b>Page</b>
1.	Notice of Motion (returnable July 4, 2022)	1
2.	Third Report of the Court-Appointed Receiver, dated June 21, 2022	8
	Appendix "A": Appointment Order dated February 13, 2020	24
	Appendix "B": Second Report of the Receiver dated April 24, 2020	44
	Appendix "C": Receiver's Final Statement of Receipts and Disbursements for the period from February 13 to April 25, 2022	60
	Appendix "D": Fee Affidavit of Hartley Bricks sworn June 17, 2022	62
	Appendix "E": Fee Affidavit of Mario Forte sworn June 20, 2022	97
3.	Draft Discharge Order	119
4.	Service List	125

# TAB 1

Court File No.: CV-20-00636080-00CL

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

BETWEEN:

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**NOTICE OF MOTION  
(Discharge)  
(Returnable July 4, 2022)**

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court-appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondent, will make a motion to a judge of the Commercial List of the Ontario Superior Court of Justice via Zoom videoconference, of which the join-in details will be provided by email to the service list, on July 4, 2022, at 10:00 a.m. or as soon thereafter as the motion can be heard.

**PROPOSED METHOD OF HEARING:** orally.

**THE MOTION IS FOR** orders in suggested accordance with the draft order, Schedule “A” hereto:

- a) if necessary, validating the time and method of service and filing of the motion record for this motion, including the Third Report of the Receiver dated June 17, 2022 (the “**Third Report**”), such that this motion is properly returnable on **July 4, 2022**, and dispensing with further service thereof;

- b) approving the activities of the Receiver as set out in the Third Report including the post closing activities regarding the Transaction (as defined in the Third Report) and various audits conducted by Canada Revenue Agency;
- c) approving the fees, costs and expenses of the Receiver and its lawyers as set out in the Third Report and the fee affidavits, filed, of Mr. Hartley Bricks for the Receiver and Mr. Mario Forte for the Receiver's lawyers, Goldman Sloan Nash & Haber LLP (together, the "**Fee Affidavits**") and authorizing the Receiver to pay all such fees and disbursements;
- d) approving the Receiver's Interim Statement of Receipts and Disbursements for the period April 15, 2020 to April 25, 2022 and the Receiver's Final Statement of Receipts and Disbursements for the period from February 13 2020 to April 15, 2022 (together the "**R&D**");
- e) subject to completion of the receivership's administration as set out in the Third Report, and upon the Receiver filing a certificate of completion with the Court upon the completion of the Remaining Duties (as defined in the Third Report), discharging Deloitte as Receiver releasing Deloitte from all liability from the receivership, save for gross negligence or wilful misconduct and barring all claims against the Receiver by any person upon such discharge; and
- f) such further and other relief as the court sees just.

**THE GROUNDS FOR THE MOTION ARE:**

- a) By order of this court dated February 13, 2020, Deloitte was appointed Receiver of the assets, undertakings and properties of the Respondent.
- b) The administration of the receivership is complete. All assets in possession have been realized. The Receiver's remaining activities, as set out in the Third Report, include making final distribution(s) to the Applicant on account of the Receiver's borrowings as more specifically described in the Third Report.

### ***Approval of activities and R&D***

- c) The activities of the Receiver since their last court approval are described in the Third Report. The Receiver acted prudently and diligently, in accordance with this court's orders.
- d) The R&D accurately sets out the statements of receipts and disbursements compiled by the Receiver in this matter;

### ***Approval of fees, costs and expenses***

- e) The fees, costs and expenses of the Receiver and its lawyers are described in the Third Report and the Fee Affidavits. In addition, the Receiver and its counsel have included estimates of the professional fees and disbursements they anticipate incurring to the completion of the remaining activities in the receivership. These and the fees, costs and expenses of the Receiver and its lawyers incurred to date are fair, reasonable, and comparable to those incurred in similar files in the Toronto market.

### ***Discharge and release***

- f) Upon the completion of outstanding matters as set out in the Third Report, the administration of this receivership will be complete. The Receiver's acts having been approved by the court pursuant to the order of Justice Hailey made May 6, 2020, and herein if granted, it is appropriate that Deloitte be discharged as Receiver and released from any liability in respect of the receivership, save for gross negligence or wilful misconduct and all claims against the Receiver be barred from and after such discharge coming into effect.

### ***Legal provisions***

- g) *Courts of Justice Act*, s. 101, *Bankruptcy and Insolvency Act*, s. 243, and *Rules of Civil Procedure*, rules 1.05, 2.03, 3.02, and 16.08, and such other grounds that counsel may advise and this court permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- a) the Third Report,
- b) the Fee Affidavits, and
- c) such further and other evidence as counsel may advise and this court permits.

DATE: June 21, 2022

**GOLDMAN SLOAN NASH & HABER LLP**  
Barristers and Solicitors  
Suite 1600, 480 University Avenue  
Toronto, Ontario, M5G 1V2  
Fax: 416-597-3370

**Mario Forte** (LSO #27293F)  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver



**NATIONAL BANK OF CANADA**

- and-

**EVERGREEN CONSUMER BRANDS INC.**

Court File No. CV-20-00636080-00CL

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced TORONTO**

---

**NOTICE OF MOTION  
(Discharge)**

---

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver

# TAB 2

Court File No.: CV-20-00636080-00CL

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

**BETWEEN:**

**NATIONAL BANK OF CANADA**

Applicant

**- and -**

**EVERGREEN CONSUMER BRANDS INC.**

Respondents

**THIRD REPORT OF THE RECEIVER  
DELOITTE RESTRUCTURING INC.**

**DATED JUNE 21, 2022**

## TABLE OF CONTENTS

INTRODUCTION.....	3
TERMS OF REFERENCE.....	5
RECEIVER’S ACTIVITIES.....	6
POST-CLOSING TRANSACTION MATTERS.....	7
CRA AUDITS.....	8
STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	11
RECEIVER AND LEGAL FEES.....	12
REMAINING ADMINISTRATIVE MATTERS.....	13
RECEIVER’S REQUEST TO THE COURT.....	14

## APPENDICES

APPENDIX “A”:	Appointment Order dated February 13, 2020
APPENDIX “B”:	Second Report of the Receiver dated April 24, 2020
APPENDIX “C”:	Receiver’s Final Statement of Receipts and Disbursements for the period from February 13, 2020 to April 25, 2022
APPENDIX “D”:	Fee Affidavit of Hartley Bricks sworn June 17, 2022
APPENDIX “E”:	Fee Affidavit of Mario Forte sworn June 20, 2022

## INTRODUCTION

1. By Order of Madame Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 13, 2020 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Evergreen Consumer Brands Inc. (“**ECB**” or the “**Company**”), acquired for, or used in relation to the business carried on by the Company (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The Company is a private Ontario corporation which manufactured and distributed branded personal care products, including hair products, body wash and lotions targeting the value and mass retail channels in Canada, the United States and Europe.
3. On March 10, 2020, Justice McEwen issued an Approval and Vesting Order (the “**Approval and Vesting Order**”) that, among other things, approved the transaction (the “**Transaction**”) detailed in the Asset Purchase Agreement between the Receiver and LEC Custom Products, Inc. (the “**Purchaser**”) dated March 2, 2020 (the “**APA**”), together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, for the sale of the Property detailed in and listed in Section 2.1 of the APA (the “**Purchased Assets**”) and vesting the Company’s right, title and interest, if any, in and to the Purchased Assets in and to the Purchaser upon closing of the Transaction. In support of the making of the Approval and Vesting Order, the Receiver filed with the Court its First Report of the Receiver dated March 3, 2020 (the “**First Report**”) and Supplement to the First Report (the “**Supplemental Report**”) dated March 9, 2020.

4. On May 6, 2020, Justice Hainey issued an Order (the “**May 6 Order**”) that, among other things, i) approved an initial distribution to National Bank of Canada (“**NBC**”), the Applicant and first secured creditor in these proceedings, in the amount of \$5.5 million, and authorized the Receiver to make further distribution up to \$18.0 million without further Order of the Court; ii) approved the activities of the Receiver up to March 27, 2020; iii) approved the Receiver’s Statement of Receipts and Disbursements up to April 20, 2020; and iv) approved the fees and disbursements of the Receiver and [legal fees of] its legal counsel. The disbursements and HST related to the legal fees of its legal counsel were inadvertently omitted. In support of the making of the May 6 Order, the Receiver filed with the Court its Second Report of the Receiver dated April 24, 2020 (the “**Second Report**”), a copy of which is attached hereto (without appendices) as **Appendix “B”**.
  
5. The purpose of this third report of the Receiver (the “**Third Report**”) is to provide the Court with the evidentiary basis to make an Order:
  - a) approving the Third Report and the activities of the Receiver described herein, including the Receiver’s post-closing activities regarding the Transaction and various audits conducted by Canada Revenue Agency (“**CRA**”);
  - b) approving the professional fees and disbursements of the Receiver and its independent counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”), and authorizing the Receiver to pay all such fees and disbursements;
  - c) approving the Receiver’s Interim Statement of Receipts and Disbursements for the period April 15, 2020 to April 25, 2022 and the Receiver’s Final Statement of Receipts and Disbursements from February 13, 2020 to April 25, 2022;

- d) discharging the Receiver, subject to the Receiver completing its administration of the estate herein and distributing the remaining funds held by the Receiver in the manner more particularly described herein, as will be evidenced by the Receiver filing a Certificate with the Court; and
- e) barring all claims against the Receiver by any person upon the Receiver's discharge.

### **TERMS OF REFERENCE**

6. In preparing this Third Report, Deloitte has been provided with, and has relied upon unaudited, draft and/or internal financial information, ECB's books and records, discussions with management of ECB, discussions with NBC and its legal counsel, and information from third-party sources (collectively, the "**Information**"). Except as described in this Second Report:

- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Proposed Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) Deloitte has prepared this Third Report in its capacity as Court-appointed Receiver to support the Court's approval of the relief being sought. Parties

using this Third Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

7. Unless otherwise stated, all dollar amounts contained in this Third Report are expressed in Canadian dollars.

## **RECEIVER'S ACTIVITIES**

8. Since the date of the Second Report, the Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
  - (a) finalized court materials concerning the Second Report and attended the virtual court hearing resulting in the issuance of the May 6 Order;
  - (b) undertook various post-closing activities regarding the Transaction, including inventory counts, identification and return of third-party inventory, calculating working capital adjustments, and removal of assets;
  - (c) coordinated the vacating of leased premises;
  - (d) completed a final reconciliation with the Purchaser as discussed further below;
  - (e) completed the administration of Wage Earner Protection Program claims;
  - (f) issued T4 slips to those individuals engaged by the Receiver;
  - (g) repaid to NBC the Receiver's Certificate borrowings in the amount of \$250,000.00 on April 17, 2020;



- (h) made a first distribution to NBC in the amount of \$5,500,000 on May 13, 2020, and made further distributions to NBC in 2020 and 2021 totaling \$633,350;
- (i) corresponded with CRA regarding various audits of the Company's payroll and HST accounts, as discussed further below;
- (j) responded to various inquiries from former employees, creditors, landlords and customers;
- (k) prepared and filed statutory reports pursuant to section 246(2) of the *Bankruptcy and Insolvency Act*;
- (l) posted the motion materials and the May 6 Order on the Receiver's website, and;
- (m) provided status updates on the progress of the receivership to NBC.

## **POST-CLOSING TRANSACTION MATTERS**

9. As set out in the Second Report, the APA provided for the Purchase Price to be \$5,500,000 plus the ABL Revolver Borrowing Base at the Time of Closing. Based on the ABL Certificate delivered by the Receiver on March 12, 2020 in the amount of \$2,367,514, the total the Purchase Price for the Assets became \$7,867,524. However, as set out in the Second Report, in order to address certain discrete issues involving inventory and Real Property Leases, the parties executed a letter agreement dated March 13, 2020 to amend and supplement the APA (the "**APA Amendment Letter**"), a copy of which was attached to the Second Report as Appendix "D". The APA Amendment Letter set out a mechanism for dealing with certain "Disputed Inventory" held by third parties as identified in the ABL

Certificate, the potential purchase price impact of which was determined to be \$273,974 (the “**ABL Disputed Amount**”), which amount was to be reserved and held by the Receiver until 5:00 pm on March 27, 2020 (the “**Dispute End Time**”). The APA Amendment Letter also set out a mechanism for payment of rent for Real Property Leases and for the continued access by the Purchaser to Leased Premises during the Post-Closing Access Period.

10. Further, the Purchaser had raised a number of issues concerning the accounts receivable, the Disputed Inventory and the amount of the ABL Disputed Amount that should be released back to the Purchaser, which issues remained unresolved as of the date of the Second Report.
11. The Receiver worked diligently with the Purchaser throughout the spring and summer of 2020 to resolve the outstanding issues. During that time, the Receiver continued to collect accounts receivable on the Purchaser’s behalf and continued to liaise with landlords to ensure that rents were paid and the Purchaser had access to the premises while it transitioned ECB’s business to its locations. After numerous discussions and reconciliations with the Purchaser, the parties agreed on a post-closing settlement amount of CDN\$188,135 and USD\$438,656 payable to the Purchaser. A Full and Final Release dated July 24, 2020 was executed by the parties and the settlement amount was paid to the Purchaser on July 27, 2020.

## **CRA AUDITS**

12. The Receiver contacted CRA to have them conduct audits of the Company’s business accounts.

### *Payroll Taxes*

13. In 2020, CRA conducted a number of payroll trust exam for the years 2018 to 2020. The Receiver provided access to the books and records and responded to various inquiries during October 2020 through January 2021. CRA completed their audit and advised that two amounts were owing. First, by letter dated January 12, 2021, CRA advised that for the 2020 tax year for the period up February 12, 2021, it had determined that Evergreen had overpaid by \$9,201. The overpayment was determined to be an overpayment by Nethris, the payroll service provider, during the receivership period. The Receiver is awaiting a refund of that overpayment from CRA which it will forward to Nethris once received.
14. Second, CRA has advised that for the years 2018 and 2019, a refund of \$22,608 is owing to the Company. However, CRA has advised that they intend to set-off that refund against GST/HST owing relating the pre-receivership period. A discussion of the status of GST/HST is set out below.

### *Goods and Services Tax/Harmonized Sales Tax (“GST/HST”)*

15. With respect to GST/HST, CRA conducted an audit of Evergreen’s books and records and on October 20, 2020 filed with the Receiver a proof of claim for an unsecured claim of \$1,659,834 (which claim included penalty and interest of \$14,583). The claim resulted from CRA adding back the net tax for GST/HST on invoices not paid by Evergreen to its suppliers upon the filing of the receivership.
16. While the amount of the claim may be overstated (as CRA made a blanket assessment of 13% HST on all unpaid amounts in Evergreens list of creditors that was appended to the

Notice and Statement of Receiver dated February 18, 2020, notwithstanding that certain of the accounts did not include an HST component), the Receiver has not further investigated the claim given that it is unsecured and there is no prospect of funds being available to unsecured creditors. As discussed above, CRA intends to set off a payroll account refund of \$22,608 relating to the pre-receivership period against their GST/HST unsecured claim.

17. On January 22, 2021, the Receiver received Notices of Assessment in respect of GST/HST returns filed by the Receiver in respect of the receivership period from February 13, 2020 to November 30, 2020. CRA determined that a refund totalling \$126,161 was owed to the Receiver for that period, which amount was received from CRA on March 10, 2021.
18. The Receiver has filed further GST/HST returns for the period up to March 31, 2022. The Receiver is expecting a further refund of approximately \$1,716 from CRA relating to the month of May 2021. The Receiver has contacted CRA who is investigating why that refund has not been paid to the Receiver.
19. The Receiver will file final HST returns to recoup HST paid in respect of final professional fee invoices and will remit those refunds to NBC once received.

#### *Withholding Taxes*

20. Prior to the receivership, the Company had identified a potential withholding tax issue with respect to its senior executives who lived in the U.S. The Company made an application to CRA under the Voluntary Disclosure Program (“**VDP**”) for the tax years 2017 and 2018 and remitted to CRA \$16,696 in respect of 2017 and \$35,154 in respect of 2018. The

Company did not seek VDP relief for the 2016 or the 2019 tax years and did not remit any withholding tax related thereto.

21. Receiver's counsel has advised that any remaining pre-receivership withholding tax liabilities would not enjoy a priority as against NBC, the first secured creditor who will suffer a shortfall in these proceedings. As a result, the Receiver has not taken steps to determine what, if any, withholding taxes may have been payable for the 2016 and 2019 tax years.

#### *Corporate Taxes*

22. The Receiver has filed an RC342 Request with CRA seeking a waiver of the requirement to file T2 Corporate Income Tax Returns for the tax period prior to the receivership. The Receiver is awaiting CRA's response to its request. Based on discussions with CRA, the Receiver anticipates that the request will be approved. However, if CRA denies the request, the Receiver will determine the proper course for completing any unfiled T2 returns.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

23. Attached as **Appendix "C"** is the Receiver's Interim Statement of Receipts of Disbursements for the period April 15, 2020 to April 25, 2022 along with the Receiver's Final Statement of Receipts and Disbursements for the period from February 13, 2020 to April 25, 2022 (the "**Final R&D**"). (The Receiver notes that the statement of receipts and disbursements appended to the Second Report was inadvertently labelled as being for the period ending April 20, 2020, when in fact the balances were for the period ending April 14, 2020.) The closing cash balance as at April 25, 2022 in the CAD\$ account is \$299,372 (the USD account has been closed). The Final R&D does not reflect payment of the

Receiver's sixth invoice for the period up April 8, 2021 to April 15, 2022. The Receiver is seeking the Court's approval of the Final R&D.

#### **RECEIVER AND LEGAL FEES**

24. The Receiver, and its legal counsel, GSNH, have maintained detailed records of their professional time and costs in this matter. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before the Court and were granted a Receiver's Charge (as such term is defined in the Appointment Order) over the Property.
25. The total fees of the Receiver for the period April 6, 2020 to April 15, 2022, amount to \$161,151.50 together with expenses and disbursements in the sum of \$489.29 and harmonized sales tax ("**HST**") in the amount of \$21,010.71 totaling \$182,651.50 (the "**Receiver's Fees**"). The time spent by the Receiver is more particularly described in the Affidavit of Hartley Bricks sworn June 17, 2022 (the "**Bricks Affidavit**") in support hereof and attached hereto as **Appendix "D"**.
26. The total fees of GSNH during the period from March 16, 2020 to May 2, 2022 amount to \$12,364.00 together with expenses and disbursements in the sum of \$653.08 and HST in the amount of \$1,629.04 totaling \$14,646.12 (the "**GSNH Fees**"). The time spent by GSNH is more particularly described in the Affidavit of Mario Forte sworn June 20, 2022 (the "**Forte Affidavit**") in support hereof and attached hereto as **Appendix "E"**.
27. The amended quantum of the fees of GSNH during the period from January 30, 2020 to March 13, 2020 in the amount of \$95,241.00, together with disbursements of \$1,819.45 and HST in the amount of \$12,568.98, totalling \$109,629.43 is detailed in the Forte Affidavit.

28. As set out in the Bricks Affidavit and the Forte Affidavit, the estimated fees of the Receiver and its legal counsel to the conclusion of the administration are \$7,500.00 plus disbursements and HST (the “**Estimated Fees**”). The Estimated Fees for the fees of the Receiver and GSNH are in addition to the fees outlined in paragraphs 25 and 26.
29. The Receiver is of the view that the fees and disbursements set out in the Bricks Affidavit and Forte Affidavit, including the Estimated Fees (collectively, the “**Professional Fees**”) are reasonable in the circumstances of this case. In addition, throughout these proceedings, NBC has been provided with the Receiver’s invoices and has sought NBC’s approval before taking an advance against its fees, including the fees set out in the Bricks Affidavit. Accordingly, the form of Discharge Order sought by the Receiver approves the Professional Fees.

#### **REMAINING ADMINISTRATIVE MATTERS**

30. The following matters remain outstanding (the “**Remaining Duties**”):
- a) preparing and filing T2 returns, if it is determined to be necessary;
  - b) filing the final GST/HST return, closing the account, and remitting any refunds received to NBC;
  - c) remitting any refund to Nethris once received from CRA;
  - d) paying the outstanding Professional Fees;
  - e) making a final distribution to NBC;

- f) preparing and filing the Receiver's final report as required under Section 246(3) of the BIA;
- g) closing the Receiver's trust accounts; and
- h) any incidental tasks that may be required in connection with concluding the receivership proceedings, including without limitation, the filing of the Discharge Certificate, upon completion of the above matters.

### **RECEIVER'S REQUEST TO THE COURT**

31. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant an Order:

- a) approving the Receiver's activities from April 25, 2020 to the date of this Third Report;
- b) approving the Final R&D;
- c) approving the Professional Fees;
- d) authorizing and directing the Receiver to assign to NBC any future receipts in connection with the receivership estate herein;
- e) barring all claims against the Receiver by any person upon the Receiver's discharge;
- f) restricting the duties and obligations of the Receiver to the Remaining Duties until such time as the Receiver is discharged; and



- g) terminating these proceedings and discharging Deloitte from the powers, duties, and obligations attendant to its appointment as Receiver effective upon the filing of a certificate with the Court indicating that the Receiver has completed the Remaining Duties.

All of which is respectfully submitted at Toronto, Ontario this 21<sup>st</sup> day of June, 2022.

**DELOITTE RESTRUCTURING INC.,**  
solely in its capacity as Court-appointed  
Receiver and Manager of  
Evergreen Consumer Brands Inc. and not in  
its personal or corporate capacity

Per: \_\_\_\_\_



Hartley Bricks, MBA, CPA, CA, CIRP, LIT  
*Senior Vice-President*

# TAB A

Court File No.: CV-20-00636080-00CL

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

THE HONOURABLE ) THURSDAY, THE 13<sup>TH</sup>  
JUSTICE Justice C.A. Gilmore ) DAY OF FEBRUARY, 2020

**IN THE MATTER OF** section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended

**BETWEEN:**



**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**ORDER  
(appointing Receiver)**

**THIS APPLICATION** made by National Bank of Canada for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing Deloitte Restructuring Inc. (“**Deloitte**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Evergreen Consumer Brands Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of Sonia de Lorenzi sworn February 10, 2020 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and such other parties written on the counsel slip, no other parties appearing, and the affidavit of service of Gloria Kalkounis, filed, and on reading the consent of Deloitte to act as the Receiver,

### **SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

### **APPOINTMENT**

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

### **RECEIVER'S POWERS**

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security

personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.

Without limiting the foregoing, the Receiver is authorized to continue the sale and investment solicitation process (the “SISP”) commenced by the Debtor, subject to such amendments to the SISP deemed appropriate by the Receiver. The Receiver is authorized in its discretion to retain or continue the retainer by the Debtor of Alvarez & Marsal Canada Securities ULC (the “Sales Agent”) in connection with the SISP on terms substantially similar to the terms agreed to between the Debtor and the Sales Agent;

- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* (“PPSA”), shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in each such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, bank account information and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the



Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon

application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

**RECEIVER TO HOLD FUNDS**

13. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this

Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

#### **EMPLOYEES**

14. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

#### **PIPEDA**

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects

identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER’S LIABILITY**

17. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall

derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

### **RECEIVER'S ACCOUNTS**

18. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests (other than the security interests held by Royal Bank of Canada, Canpaco Inc. and Yale Industrial Trucks Inc. upon the Property), all trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. The relative priority of the Receiver’s Charge and the security interests held by Royal Bank of Canada, Canpaco Inc. and Yale Industrial Trucks Inc. upon the Property shall be determined on a subsequent motion on notice to each such party.

19. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

20. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and

charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

21. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests (other than the security interests held by Royal Bank of Canada, Canpaco Inc. and Yale Industrial Trucks Inc. upon the Property), all trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. The relative priority of the Receiver’s Borrowings Charge and the security interests held by Royal Bank of Canada, Canpaco Inc. and Yale Industrial Trucks Inc. upon the Property shall be determined on a subsequent motion on notice to each such party.

22. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

23. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver’s Certificates**”) for any amount borrowed by it pursuant to this Order.

24. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver’s Certificates.

#### **SERVICE AND NOTICE**

25. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: [www.insolvencies.deloitte.ca/en-ca/EvergreenConsumerBrands](http://www.insolvencies.deloitte.ca/en-ca/EvergreenConsumerBrands).

26. **THIS COURT ORDERS** that the Debtor, the Receiver and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtor’s creditors or other interested parties and their



advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile or email transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery, facsimile or email transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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


30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or the European Union to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

33. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and the Bank and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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

FEB 13 2020

PER / PAR: 

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties Evergreen Consumer Brands Inc. (the "**Debtor**") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the \_\_\_ day of \_\_\_\_\_, 2020 (the "**Order**") made in an action having Court file number CV-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
  
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
  
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the

Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

- 4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
- 5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
- 6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
- 7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2020.

DELOITTE RESTRUCTURING INC., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: \_\_\_\_\_

Name:

Title:

IN THE MATTER OF section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended and section 101 of the *Courts of Justice Act*, RSO 1990, c C43, as amended

NATIONAL BANK OF CANADA

Applicant

and

EVERGREEN CONSUMER BRANDS INC.

Respondent

Court File No.: CV-20-00636080-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

Proceedings commenced at **Toronto**

**ORDER**  
(APPOINTING RECEIVER)

**Thornton Grout Finnigan LLP**  
100 Wellington Street West  
Suite 3200  
Toronto-Dominion Centre  
Toronto ON M5K 1K7

**Grant B. Moffat (LSUC# 32380L)**  
Tel: 416-304-0599  
Email: [gmoffat@tgf.ca](mailto:gmoffat@tgf.ca)

**Alexander Soutter (LSUC# 72403T)**  
Tel: 416-304-0595  
Fax: 416-304-1313  
Email: [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

Lawyers for the Applicant, National Bank of Canada

# TAB B

Court File No.: CV-20-00636080-00CL

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

**BETWEEN:**

**NATIONAL BANK OF CANADA**

Applicant

**- and -**

**EVERGREEN CONSUMER BRANDS INC.**

Respondents

**SECOND REPORT OF THE RECEIVER**  
**DELOITTE RESTRUCTURING INC.**

**DATED APRIL 24, 2020**

## TABLE OF CONTENTS

INTRODUCTION.....	3
TERMS OF REFERENCE.....	5
ACTIVITIES OF THE RECEIVER .....	6
CLOSING OF THE APA.....	8
PROPOSED DISTRIBUTION TO NBC.....	9
STATEMENT OF RECEIPTS AND DISBURSEMENTS .....	12
RECEIVER AND LEGAL FEES .....	12
RECEIVER’S REQUEST TO THE COURT .....	13

## APPENDICES

APPENDIX “A”:	Appointment Order dated February 13, 2020
APPENDIX “B”:	Approval and Vesting Order dated March 10, 2020
APPENDIX “C”:	First Report of the Receiver dated March 2, 2020 and the Supplement to the First Report of the Receiver dated March 9, 2020
APPENDIX “D”:	Letter agreement dated March 13, 2020 amending and supplementing the APA
APPENDIX “E”:	Security Opinion Letter from Goldman Sloan Nash & Haber LLP dated February 11, 2020 as amended on March 23, 2020
APPENDIX “F”:	Receiver’s Statement of Receipts and Disbursements for the period from February 13 to April 20, 2020
APPENDIX “G”:	Fee Affidavit of Hartley Bricks sworn April 23, 2020
APPENDIX “H”	Fee Affidavit of Mario Forte sworn March 23, 2020



## INTRODUCTION

1. By Order of Madame Justice Gilmore of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 13, 2020 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties of Evergreen Consumer Brands Inc. (“**ECB**” or the “**Company**”) acquired for, or used in relation to the business carried on by the Company (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. The Company is a private Ontario corporation which manufactured and distributed branded personal care products, including hair products, body wash and lotions targeting the value and mass retail channels in Canada, the United States and Europe.
3. On March 10, 2020, Justice McEwen issued an Approval and Vesting Order (the “**Approval and Vesting Order**”) that, among other things, approved the transaction (the “**Transaction**”) detailed in the Asset Purchase Agreement between the Receiver and LEC Custom Products Inc. (the “**Purchaser**”) dated March 2, 2020 (the “**APA**”), together with any further amendments thereto deemed necessary by the Receiver in its sole opinion, for the sale of the Property detailed in and listed in Section 2.1 of the APA (the “**Purchased Assets**”) and vesting the Company’s right, title and interest, if any, in and to the Purchased Assets in and to the Purchaser upon closing of the Transaction. A copy of the Approval and Vesting Order is attached hereto as **Appendix “B”**. In support of the making of the Approval and Vesting Order, the Receiver filed with the Court its First Report of the Receiver dated March 3, 2020 (the “**First Report**”) and Supplement to the First Report (the “**Supplemental Report**”), copies of which (without appendices) are attached hereto as **Appendix “C”**.

4. The purpose of this second report of the Receiver (the “**Second Report**”) is to:
- a) update the Court on the closing of the Transaction;
  - b) seek the Court’s approval of the activities of the Receiver as described: i) in its First Report including, without limitation, the steps taken by the Receiver relating to taking possession of the Property, the collection of accounts receivable, the sale of inventory, negotiation and closing of the Transaction, dealing with various equipment lessors, landlords and storage facilities; and ii) as described in this Second Report.
  - c) seek the Court’s approval to make a first distribution to National Bank of Canada (“**NBC**”), the Applicant and first secured creditor in these proceedings, from available proceeds from the closing of the Transaction and other receivership realizations, net of amounts required to settle Post-Closing Obligations (as defined in this Second Report);
  - d) seek the Court’s approval of the Receiver’s Statement of Receipts and Disbursements for the period February 13 to April 20, 2020; and
  - e) seek the Court’s approval of the Receiver’s fees incurred up to April 6, 2020 and the fees of its counsel Goldman Sloan Nash & Haber LLP (“**GSNH**”) up to March 13, 2020.

## TERMS OF REFERENCE

5. In preparing this Second Report, Deloitte has been provided with, and has relied upon unaudited, draft and/or internal financial information, ECB's books and records, discussions with management of ECB, discussions with NBC and its legal counsel, and information from third-party sources (collectively, the “**Information**”). Except as described in this Second Report:

- (a) Deloitte has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, Deloitte has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“CAS”) pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Proposed Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) Deloitte has prepared this Second Report in its capacity as Court-appointed Receiver to support the Court’s approval of the relief being sought. Parties using this Second Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

6. Capitalized terms not otherwise defined in the Second Report are as defined in the Appointment Order, the First Report or the APA.

7. Unless otherwise stated, all dollar amounts contained in this Second Report are expressed in Canadian dollars. US dollar amounts have been converted to Canadian dollars at a foreign exchange rate of 1.4086.

#### **ACTIVITIES OF THE RECEIVER**

8. Since the date of the First Report, the Receiver has undertaken the following activities in accordance with the terms of the Appointment Order:
  - (a) held various meetings and telephone discussions with the Purchaser to coordinate the Closing of the Transaction;
  - (b) prepared documents required to facilitate the closing of the Transaction, including updated ABL Revolver Borrowing Base schedules;
  - (c) corresponded with various parties holding Purchased Assets to facilitate the release of those assets to the Purchaser;
  - (d) prepared the Supplemental Report to the First Report;
  - (e) upon the Closing of the Transaction, terminated the employees of ECB on behalf of ECB;
  - (f) facilitated the turnover of rented premises to the Purchaser;
  - (g) held numerous discussions and prepared various correspondence with the Purchaser concerning accounts receivable, inventory and post-closing adjustments;

- (h) responded to various creditor inquiries;
- (i) terminated services provided by third-party vendors not required by the Purchaser;
- (j) coordinated the return of equipment belonging to third-parties;
- (k) arranged to borrow \$250,000 from NBC by the issuance of a Receiver Certificate in order to fund operations during the receivership period prior to the receipt of sale proceeds from the Closing of the Transaction and repaid these borrowings once the Receiver had sufficient funds to do so;
- (l) reviewed, approved and paid various operating disbursements;
- (m) prepared and sent documentation concerning the filing of Wage Earner Protection Program claims to those former employees who were terminated prior to the date of the Appointment Order and for those employees who did not accept the Purchaser's offer of employment. Of the Company's 32 employees, the Receiver has received 21 proofs of claim and Service Canada has confirmed payment of 11 claims;
- (n) corresponded with Canada Revenue Agency to arrange for an audit of the Company's payroll account;
- (o) posted the motion materials and the Approval and Vesting Order on the Receiver's website; and
- (p) provided status updates on the progress of the receivership to NBC.

## CLOSING OF THE APA

9. Upon the issuance of the Approval and Vesting Order on March 10, 2020, the Receiver worked diligently with the Purchaser to close the transaction by the Outside Date as set out in the APA, which was March 13, 2020. The parties agreed to close on March 13, 2020.
10. On March 11, 2020, the Purchaser issued offer letters to all non-management employees. Those employees were given until March 12, 2020 to accept or reject the offer of employment. By March 12, 2020, all but four non-management employees accepted the Purchaser's offer. In addition, the Purchaser made an offer of employment to one management employee, who also accepted their offer.
11. Pursuant to paragraph 3.2(a) of the APA, the ultimate purchase price under the APA was to be calculated as the ABL Revolver Borrowing Base at the Time of Closing plus \$5.5 million (to a maximum of \$9.0 million). On March 12, 2020, the Receiver delivered to the Purchaser a certificate that set out its calculation of the ABL Revolver Borrowing Base as of the Time of Closing to be \$2,367,524 (the "**ABL Certificate**"). As a result, the Purchase Price for the Purchased Assets became \$7,867,524.
12. The Purchase Price, less the \$900,000 deposit previously provided by the Purchaser, was received by Receiver late in the afternoon on March 13, 2020. As a result, the Receiver's Certificate could not be filed with the Court until March 16, 2020.
13. At Closing, in order to address certain discrete issues involving inventory and Real Property Leases, the parties executed a letter agreement dated March 13, 2020 to amend and supplement the APA (the "**APA Amendment Letter**"), a copy of which is attached hereto as **Appendix "D"**. The APA Amendment Letter set out a mechanism for dealing with

certain “Disputed Inventory” held by third parties as identified in the ABL Certificate, the potential purchase price impact of which was determined to be \$273,974 (the “**ABL Disputed Amount**”), which amount was to be reserved and held by the Receiver until 5:00 pm on March 27, 2020 (the “**Dispute End Time**”). The APA Amendment Letter also set out a mechanism for payment of rent for Real Property Leases and for the continued access by the Purchaser to Leased Premises during the Post-Closing Access Period.

14. The Purchaser has raised a number of issues concerning the accounts receivable, the Disputed Inventory and the amount of the ABL Disputed Amount that should be released back to the Purchaser. As of the date of this Second Report, the parties are still in discussions concerning a global settlement for all post-closing matters, including reimbursement to the Receiver of monthly operating costs paid by the Receiver on behalf of the Purchaser. The Receiver will report to the Court on the ultimate result of those discussions in its next report.

#### **PROPOSED DISTRIBUTION TO NBC**

15. As set out in paragraph 9 of the First Report, in June 2018, ECB financed their purchase of the Salon Selectives and Daily Defence brands through a US\$11.5 million Term Facility and \$10.0 million Revolver Facility provided for in a Credit Agreement dated June 1, 2018. As at the date of the Appointment Order, the total indebtedness owing to NBC was approximately \$18.5 million. As security for the obligations to NBC, ECB granted to NBC security over all of its real and personal property pursuant to a General Security Agreement dated June 1, 2018, a copy of which is attached as Exhibit “C” to the Affidavit of Sonia De

Lorenzi sworn February 10, 2020 in support of the receivership application (the “**De Lorenzi Affidavit**”).

16. A summary schedule of the secured creditor registrations filed pursuant to the *Personal Property Security Act* (Ontario) (the “**PPSA**”) having a file currency date of January 29, 2020 (the “**PPSA Report**”) is attached as Schedule “A” to the Security Opinion (as hereinafter defined). In the Receiver’s view, these represent the creditors who could possibly have an interest in the proceeds of the Debtor’s assets.
17. The registrations in the PPSA Report, and the Receiver’s disposition of the claims represented by those registrations are as follows:
  - a) Canpaco Inc. has four (4) PMSI registrations for different pieces of equipment, all of which were released to Canpaco by the Receiver after their security was reviewed by counsel;
  - b) Yale Industrial Trucks Inc. (“**Yale**”) had one (1) PMSI registration for a forklift, which asset was released to Yale by the Company prior to the date of the Appointment Order;
  - c) Royal Bank of Canada had one (1) PMSI registration for two storage tanks subject to a lease agreement. The Receiver understands that the Purchaser has elected to assume that lease and the parties are currently in discussions regarding same;
  - d) NBC, which registered a financing statement against the Company on May 18, 2018 indicating a collateral classification of Inventory, Equipment, Accounts, Other and Motor Vehicle; and



- e) FWCU Capital Corp. (“**FWCU**”), which registered a financing statement against the Company on November 18, 2016, which was renewed and amended on May 30, 2018, indicating Inventory, Equipment, Accounts, Other and Motor Vehicle and a collateral description of all of the present and after-acquired personal property of each of the Debtors.
18. As set out in the De Lorenzi Affidavit, NBC and FWCU entered into a Subordination and Standstill Agreement dated September 9, 2019, a copy of which is attached as Exhibit “F” to the De Lorenzi Affidavit, under which FWCU subordinated the security it holds on the assets of ECB to the security held by NBC.
19. The Receiver has obtained an opinion on the NBC’s security from GSNH in a letter dated February 11, 2020, as amended on March 23, 2020 (the “**Security Opinion**”). Subject to the assumptions, qualifications, limitations and comments set out in the Security Opinion, GSNH is of the opinion that the Credit Agreement constitutes a valid and binding obligation of the Company and is enforceable in accordance with its terms have made therein. A copy of the Security Opinion is attached hereto as **Appendix “E”**.
20. Based on the foregoing, it is the Receiver’s view that none of the creditors referred in paragraph 16 above has an entitlement to receive proceeds in priority to NBC.
21. The Receiver has determined that there are no further assets to realize on and that further disbursements will be required to settle post-closing adjustments, unpaid operating expenses and professional fees of the receivership (“**Post-Closing Obligations**”). The Receiver has determined that a reserve of **\$977,000** is appropriate to settle all Post-Closing

Obligations, and accordingly, it has determined that an appropriate amount to distribute to NBC at this time on account of its first ranking charge is \$6,200,000.

22. Consequently, the Receiver is seeking an order authorizing it to make a first distribution to NBC of \$6,200,000, and to any make future distributions to NBC as it sees appropriate taking into account any remaining Post-Closing Obligations.

#### **STATEMENT OF RECEIPTS AND DISBURSEMENTS**

23. Attached hereto as **Appendix “F”** is the Receiver’s Statement of Receipts and Disbursements for the period from February 13 to April 20, 2020 (the **“R&D”**). The closing cash balance at April 20, 2020 is \$7,176,959, which consists of \$6,758,517 and US\$297,062. The R&D does not reflect payment of the Receiver’s second invoice for the period up to April 6, 2020 in the amount of \$146,714 which has been included in Post-Closing Obligations. The Receiver is seeking the Court’s approval of the R&D.

#### **RECEIVER AND LEGAL FEES**

24. The Receiver, and its legal counsel, GSNH, have maintained detailed records of their professional time and costs in this matter. Pursuant to paragraph 18 of the Appointment Order, the Receiver and its legal counsel were directed to pass their accounts from time to time before the Court and were granted a Receiver’s Charge (as such term is defined in the Appointment Order) over the Property.
25. The total fees of the Receiver up to April 6, 2020 amount to \$334,800 together with expenses and disbursements in the sum of \$2,642 and harmonized sales tax (**“HST”**) in the amount of \$43,867, totaling \$381,310 (the **“Receiver’s Fees”**). The time spent by the

Receiver is more particularly described in the Affidavit of Hartley Bricks sworn April 23, 2020 (the “**Bricks Affidavit**”) in support hereof and attached hereto as **Appendix “G”**.

26. The total fees of GSNH during the period from January 30 to March 13, 2020 amount to \$95,241 together with expenses and disbursements in the sum of \$1,819 and HST in the amount of \$12,569 totaling \$109,629 (the “**GSNH Fees**”). The time spent by GSNH is more particularly described in the Affidavit of Mario Forte sworn March 23, 2020 (the “**Forte Affidavit**”) in support hereof and attached hereto as **Appendix “H”**.
27. The Receiver is of the view that the fees and disbursements set out in the Bricks Affidavit and the Forte Affidavit are reasonable in the circumstances.

#### **RECEIVER’S REQUEST TO THE COURT**

28. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant an Order:
- a) approving the activities of the Receiver as described in the First Report and this Second Report;
  - b) approving the R&D;
  - c) approving the Receiver making a first distribution in the amount of \$6,200,000 to NBC, and making future distributions as it deems appropriate; and
  - d) approving the Receiver’s Fees and GSNH’s Fees.

All of which is respectfully submitted at Toronto, Ontario this 24th day of April, 2020.

**DELOITTE RESTRUCTURING INC.,**  
solely in its capacity as Court-appointed  
Receiver and Manager of  
Evergreen Consumer Brands Inc. and not in  
its personal or corporate capacity

A handwritten signature in black ink, appearing to read "P. Casey", with a small flourish at the end.

Per:

Paul M. Casey, CPA, CA, FCIRP, LIT

*Senior Vice-President*

IN THE MATTER OF SECTION 243(1) OF THE *BANKRUPTCY AND  
INSOLVENCY ACT* AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*  
BETWEEN NATIONAL BANK OF CANADA, APPLICANT, AND EVERGREEN  
CONSUMER BRANDS INC., RESPONDENT

Court File No. CV-20-00636080-00CL

*ONTARIO*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
Proceeding commenced in TORONTO

AFFIDAVIT OF MARIO J. FORTE  
(sworn March 23, 2020)

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto (ON) M5G 1V2

**Mario Forte** (LSUC #27293F)  
Tel: 416-597-6477  
Email: [forte@gsnh.com](mailto:forte@gsnh.com)

**Joël Turgeon** (Student-at-Law)

Lawyers for Deloitte Restructuring Inc. in its  
capacity as receiver and manager of the assets,  
undertakings and properties of Evergreen Consumer  
Brands Inc.

# TAB C

**In the Matter of the Receivership of  
Evergreen Consumer Brands Inc.  
Statement of Receipts and Disbursements  
For the period from February 13, 2020 to April 25, 2022**

	<i>Interim</i>		<i>Interim</i>		<i>Cumulative</i>		<b>Notes</b> (1)
	<b>Feb 13 to Apr 14, 2020</b>		<b>Apr 15, 2020 to Apr 25, 2022</b>		<b>Feb 13, 2020 to Apr 25, 2022</b>		
	<b>CDN\$</b>	<b>US\$</b>	<b>CDN\$</b>	<b>US\$</b>	<b>CDN\$</b>	<b>US\$</b>	
<b>Receipts</b>							
Sale of Assets	7,867,524		(410,919)		7,456,605		(2)
Receiver's Certificate	245,986		4,014		250,000		(3)
Accounts receivable	190,328	389,455	(25,807)	(137,983)	164,521	251,472	(2)
HST Refund	85,515		126,161		211,676		
Transfer between Accounts	(173,823)	130,000	10	(8)	(173,813)	129,992	(4)
Insurance Refunds			2,307		2,307		
Bank Interest	412	37	-	151	412	188	
<b>Total receipts</b>	<b>8,215,942</b>	<b>519,491</b>	<b>(304,233)</b>	<b>(137,840)</b>	<b>7,911,709</b>	<b>381,651</b>	
<b>Disbursements</b>							
Storage	5,093	248,934	-	(9,208)	5,093	239,726	(2)
Selling commissions	325,000		-		325,000		
Repayment of Receiver's Certificate			250,000		250,000		
Receiver's Fees, including HST	234,596		305,766		540,362		
Legal Fees, including HST	109,629		-		109,629		
Occupation rent	162,154		(129,821)		32,333		(2)
Wages - Receivership	153,293		(3,407)	3,897	149,886	3,897	(5)
HST/GST/PST Paid	69,871		(15,697)		54,174		(2)
Source Deductions - Wages Receivership	58,432		-		58,432		
Insurance	17,218	17,500	(11,578)	(15,217)	5,639	2,283	(2)
Contract Employees	27,453		-		27,453		
Operational Expenses	23,552	1,572	(6,342)	(867)	17,211	705	(2)
Employee Benefits	11,547		502		12,049		
Employee Expenses	6,213		-		6,213		
Freight	3,375		-		3,375		
Computer Services	2,815		986		3,800		(2)
Bank Charges	316	1,200	1,113	1,652	1,429	2,852	
Interest Charge on Receiver's Certificate	1,240		597		1,837		
WEPP Claims			1,600		1,600		
WSIB			931		931		
Payroll Services	367		277		644		
Filing Fee - OSB	70		-		70		
<b>Total disbursements</b>	<b>1,212,234</b>	<b>269,206</b>	<b>394,928</b>	<b>(19,743)</b>	<b>1,607,162</b>	<b>249,462</b>	
<b>Excess of Receipts over Disbursements</b>	<b>7,003,708</b>	<b>250,286</b>	<b>(699,160)</b>	<b>(118,097)</b>	<b>6,304,547</b>	<b>132,189</b>	
Distribution to Secured Creditor			6,005,175	132,189	6,005,175	132,189	
<b>Ending Cash Balance</b>	<b>7,003,708</b>	<b>250,286</b>	<b>(6,704,336)</b>	<b>(250,286)</b>	<b>299,372</b>	<b>-</b>	

**Notes:**

- 1 The R&D included in the Receiver's Second Court Report was based on the USD balances converted at an FX rate of 1.38737.
- 2 Net of post closing adjustment with purchaser.
- 3 The CDN\$4k variance between periods is included as a payment to the Secured Creditor in the cumulative period.
- 4 "Transfer between Accounts" was calculated and included within "Foreign exchange again" in the prior reporting period.
- 5 The variance between periods relates to an amount of US\$3.9k which was included in the CDN account in the prior reporting period. The amount relates to a US\$ payment made on March 16, 2020.

# TAB D



Court File No. CV-20-00636080-00CL

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

**BETWEEN:**

**PEOPLES TRUST COMPANY**

Plaintiff

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Defendants

**AFFIDAVIT OF HARTLEY BRICKS**  
*(Sworn June 17, 2022)*

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

1. I am a Chartered Professional Accountant, Chartered Insolvency and Restructuring Professional qualified to practice in the Province of Ontario, and am a Senior Vice-President of Deloitte Restructuring Inc. (“**Deloitte**”), the Court-Appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of Evergreen Consumer Brands Inc. (the “**Debtor**”). Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. Attached hereto as Exhibit “**A**” is a schedule summarizing each invoice issued by the Receiver for services rendered during the period April 6, 2020 to April 15, 2022 (the “**Period**”).
3. Attached hereto as Exhibit “**B**” are true copies of the invoices for fees and disbursements incurred by Deloitte with respect to the Debtor for the Period, including a detailed description of the activities, number of hours worked, applicable hour rates and totals. I confirm

that these accounts accurately reflect the services provided by the Receiver in this proceeding for the Period.

4. To the best of my knowledge, the rates charged by Deloitte throughout the course of these proceedings are comparable to the rates charged by other accounting firms in the Toronto market for the provision of similar services, and are comparable to the hourly rates charged by Deloitte for services rendered in relation to similar proceedings.

5. The estimated fees of the Receiver for future discharge activities and to complete its involvement in this matter are approximately \$7,500 before disbursements and applicable taxes, which includes the anticipated fees of its legal counsel.

6. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

**SWORN BEFORE ME** )

via Teams at the City of Toronto )  
in the Province of Ontario, )  
this 17<sup>th</sup> day of June, 2022 )  
in accordance with Ontario Reg.431/20, )  
*Administering Oath or Declaration Remotely* )

..... )  
Commissioner for taking affidavits )  
(present in Toronto at the time of swearing)

*Mario Forte*

\_\_\_\_\_  
**Hartley M. Bricks**

**EXHIBIT “A”**

**REFERRED TO IN THE AFFIDAVIT OF HARTLEY BRICKS**  
*(Sworn June 17, 2022)*



---

*Commissioner for Taking Affidavits (or as may be)*

*Mario Forte*

## EXHIBIT “A”

**Summary of the Invoices of  
Deloitte Restructuring Inc., in its capacity as Receiver and Manager of  
Rose of Sharon (Ontario) Retirement Community  
for the period January 1, 2017 to April 15, 2022**

<b>Invoice Date</b>	<b>Invoice Period</b>	<b>Fees</b>	<b>Disb.</b>	<b>HST</b>	<b>Total Invoice Amount</b>	<b>Hours</b>	<b>Average Hourly Fee Rate</b>
June 23, 2020	April 6, 2020 to June 10, 2020	\$ 84,585.00	\$ 489.29	\$ 11,059.66	\$ 96,133.95	177.4	\$ 476.80
October 23, 2020	June 13, 2020 to October 31, 2020	\$ 43,777.00	\$ -	\$ 5,691.01	\$ 49,468.01	94.1	\$ 465.22
April 23, 2021	October 22, 2020 to April 5, 2021	\$ 11,903.00	\$ -	\$ 1,547.39	\$ 13,450.39	28.5	\$ 417.65
April 26, 2022	April 6, 2021 to April 15, 2022	\$ 20,866.50	\$ -	\$ 2,712.65	\$ 23,579.15	41.6	\$ 501.60
<b>Total</b>		<b>\$ 161,131.50</b>	<b>\$ 489.29</b>	<b>\$ 21,010.71</b>	<b>\$ 182,631.50</b>	<b>341.6</b>	<b>\$ 471.70</b>

**EXHIBIT “B”**

**REFERRED TO IN THE AFFIDAVIT OF HARTLEY BRICKS**  
*(Sworn June 17, 2022)*

A handwritten signature in blue ink, consisting of a large, stylized initial 'M' followed by a series of connected loops and a final horizontal stroke.

---

*Commissioner for Taking Affidavits (or as may be)*

*Mario Forte*



Deloitte Restructuring Inc.  
8 Adelaide Street West, Suite 200  
Bay Adelaide Centre  
Toronto ON M5H 0A9  
Canada

## Invoice 8001245312

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: June 23, 2020  
Client No.: 1139782  
WBS#: BAN01836  
Engagement Partner: Paul Casey

HST Registration : 122893605RT0001

### For professional services rendered

#### Fees

In our capacity as Receiver of Evergreen Consumer Brand Inc. ("ECB" or the Company) for the period April 6 to June 12, 2020.

Please see the attached appendices for details.

HST applicable	84,585.00
----------------	-----------

#### Expense

Out of pocket Expenses

HST applicable	489.29
----------------	--------

#### Sales Tax

HST at 13.00%	11,059.66
---------------	-----------

<b>Total Amount Due (CAD)</b>	<b>96,133.95</b>
-------------------------------	------------------

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.



**Appendix #1**

**Summary of Fees**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Casey, Paul	Partner	2.0	695.00	1,390.00
Bricks, Hartley	Director	35.8	580.00	20,764.00
Hristow, Catherine	Director	1.2	580.00	696.00
Greenbaum, Stacey	Senior Manager	70.0	505.00	35,350.00
Chu, Jonathan	Manager	50.7	450.00	22,815.00
Keene, Ashley	Senior	0.6	250.00	150.00
Brown, Rose	Consultant	17.1	200.00	3,420.00
<b>Total Professional Hours and Fees</b>		<b>177.4</b>		<b>84,585.00</b>
Out-of-pocket Expenses				489.29
<b>Total Fees and Expenses (CAD)</b>				<b>85,074.29</b>



## Appendix #2

### Work performed from April 6, 2020 to June 12, 2020

Date	Name	Narrative	Hours
4/6/2020	Greenbaum, Stacey	Correspondence with creditors; CLT release document; correspondence re Trademark items; call with J. Chu re CLT; lease arrangements	3.0
4/7/2020	Chu, Jonathan	Attendance onsite at Birchmount re CLT and review outbound inventory; draft acknowledgement re CLT release; correspondence with vendors (GS1 and Internet).	7.5
4/7/2020	Greenbaum, Stacey	Nethris correspondence; correspondence with creditors; CLT matters	2.5
4/7/2020	Bricks, Hartley	Review and respond to various corresp. from J. Chu	0.2
4/8/2020	Brown, Rose	Trust Banking Administration - Print disbursement requests, Update Q Drive folders. Scan mail to JC.	0.5
4/8/2020	Chu, Jonathan	Compile disbursements; CLT inventory listing; third-party vendor matters.	1.1
4/8/2020	Greenbaum, Stacey	Call with LEC re post closing adjustment matters and follow up call with J. Chu and H. Bricks re the same	1.5
4/8/2020	Bricks, Hartley	Disc. with S. Greenbaum and J. Chu re post-closing inventory issues and reconciliation with LEC; update P. Casey	1.0
4/9/2020	Brown, Rose	Trust Banking Administration - Prepare wires and input cheques. Reconcile CDN\$ account to Ascend, Send SG online banking reports, Send copy of insurance cheque to JC. Scan mail and send to JC.	1.5
4/9/2020	Chu, Jonathan	Update LEC post-closing workbook; coordinate key drop off.	0.7
4/9/2020	Greenbaum, Stacey	Call with HUB insurance; call with Laub re inventory; review of bank statement	1.0
4/12/2020	Chu, Jonathan	WEPP matters; update LEC workbook.	0.3
4/13/2020	Brown, Rose	Trust Banking Administration - Prepare wire and send to RBC, input disbursement cheques and print cheques.	0.5
4/13/2020	Chu, Jonathan	Update costing re CLT inventory and count of items; calls and correspondence with CLT re same; vendor matters (Alectra and Enbridge).	1.4
4/13/2020	Greenbaum, Stacey	Creditor communications; emails and call with LEC	0.5
4/13/2020	Bricks, Hartley	Review and respond to corresp. from J. Chu re CLT inventory; respond to creditor inquiry; review and execute wire transfer	0.4
4/14/2020	Brown, Rose	Trust Banking Administration - have cheques signed and mail out.	0.3



<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
4/14/2020	Chu, Jonathan	CLT matters (calls and correspondence); vendor matters.	0.8
4/14/2020	Greenbaum, Stacey	Calls and emails with LEC	1.0
4/14/2020	Bricks, Hartley	Disc. with S. Greenbaum re post-closing adjustments; update court report	2.0
4/15/2020	Brown, Rose	Trust Banking Administration - Pull online bank reports - reconcile to Ascend. Update R&D and pull Ascend general Ledger report and send all to SG.	1.1
4/15/2020	Chu, Jonathan	Call with LEC; internal calls re working capital dispute; review and update LEC workbook; review Schedule 'A' and circulate Final release with CLT.	2.7
4/15/2020	Greenbaum, Stacey	Review R&D; LEC post closing adjustment workbook and calls with J. Chu & H. Bricks re the same	2.0
4/15/2020	Bricks, Hartley	Disc. with J. Chu and S. Greenbaum re post-closing reconciliation matters, review of APA	0.5
4/16/2020	Brown, Rose	Print wire requests.	0.1
4/16/2020	Chu, Jonathan	Compile disbursements (storage fees).	0.3
4/16/2020	Greenbaum, Stacey	LEC Post closing adjustment matters & call with M. Forte re the same; disbursement review	2.0
4/16/2020	Bricks, Hartley	Conf. call with J. Chu and S. Greenbaum re post-closing adjustments, further disc. with S. Greenbaum and disc. with M. Forte re same; review and approve repayment of Receiver's Certificate	1.0
4/17/2020	Brown, Rose	Trust Banking Administration - Processing three wires. Print back up receipts.	0.8
4/17/2020	Chu, Jonathan	Call with LEC re leases and pallets; correspondence S. Westrik re GS1 documents; call and instructions to employee re WEPP.	0.5
4/17/2020	Greenbaum, Stacey	Call with LEC re A/R; post-closing adjustment matters; call with payroll provider; NBC emails; creditor inquiries	2.0
4/17/2020	Bricks, Hartley	Review and revise corresp. to LEC regarding post-closing adjustments; review and execute wire transfers including receiver certificate repayment	1.4
4/17/2020	Hristow, Catherine	Review and approve wire transfer.	0.1
4/20/2020	Brown, Rose	Trust Banking Adm - Input three Wire processed and file back. Print confirmation of Receiver's Certificate repayment. Scan mail rec'd.	0.5
4/20/2020	Chu, Jonathan	Call with S. Greenbaum re LEC matters; send WEPP and Bell emails to S. Greenbaum; WEPP call with former employee.	0.8
4/20/2020	Greenbaum, Stacey	Creditor inquiries	1.5

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
4/20/2020	Bricks, Hartley	Review and execute termination confirmations to terminate currency option transactions forwarded by NBC; disc status with P. Casey	0.5
4/21/2020	Brown, Rose	Trust Banking Administration - Update GL with JE for wages, Deposit Apr 17 and recording payment of interest to NBC.	0.5
4/21/2020	Chu, Jonathan	Attendance on call with LEC; internal status call; emails to LEC re vendors.	1.8
4/21/2020	Greenbaum, Stacey	Post closing adjustments call with LEC and follow up items; call with landlord; review of employee claim	3.5
4/21/2020	Bricks, Hartley	Review of correspondence, conf. call with LEC to discuss post closing adjustments, follow up call with S. Greenbaum and J. Chu; update report	2.4
4/22/2020	Brown, Rose	Review wire send and send copy confirmation for rent payment to SG.	0.2
4/22/2020	Greenbaum, Stacey	Call with landlord; call with Brands International re inventory; Essa and Laub co-ordination; second court report	3.5
4/22/2020	Bricks, Hartley	Corresp. with S. Greenbaum re Disputed Inventory; revise report to court and forward to S. Greenbaum; disc. with S. Greenbaum re lease issues	2.2
4/23/2020	Greenbaum, Stacey	Second court report; employee matters; LEC post closing items re leased premises	2.5
4/23/2020	Bricks, Hartley	Various disc. with S. Greenbaum and M. Forte regarding post-closing adjustments and court report; revised report for M. Forte comments; finalize and swear fee affidavit; review of lease documents and corresp. re removal of racking at Birchmount	4.5
4/24/2020	Brown, Rose	Trust Banking Administration - Check for incoming wire payments.	0.2
4/24/2020	Greenbaum, Stacey	Co-ordination with LEC re post closing matters; call with Delta Park landlord; call with employee re WEPP; second court report	4.0
4/24/2020	Bricks, Hartley	Revise ECB report and forward to S. Greenbaum; further disc. with S. Greenbaum to finalize report; corresp. with M. Forte re CLT notice of termination	1.6
4/24/2020	Hristow, Catherine	Review Second Report to the Court, appendices and APA and provide comment on same.	0.9
4/24/2020	Casey, Paul	Review and comment on Second Report to Court; instructions.	1.5
4/27/2020	Brown, Rose	Trust Banking Administration - Disbursement wire. WEPP correspondence.	0.8

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
4/27/2020	Greenbaum, Stacey	Creditor inquires; bank statement review; landlord discussions; coordination re Essa payment	2.0
4/27/2020	Bricks, Hartley	Review and provide comments on notice of motion and draft order; review and provide comments on landlord corresp.	1.5
4/28/2020	Brown, Rose	Prepare transfer between accounts and send to RBC and input into Ascend. Prepare wire transfer for fee and send and input into Ascend.	0.8
4/28/2020	Keene, Ashley	Website updates.	0.5
4/28/2020	Greenbaum, Stacey	Call with former employees; landlord inquiries; court materials review	1.5
4/28/2020	Hristow, Catherine	Review and approve wire transfer.	0.1
4/29/2020	Brown, Rose	Trust Banking Administration - Prepare wire and scan mail received and send to SG.	0.5
4/29/2020	Greenbaum, Stacey	Prepare disbursements; review of Delta Park expenses (hydro, electricity, water, etc.); call with landlord	4.0
4/29/2020	Bricks, Hartley	Disc. with S. Greenbaum re various post-closing matters; review and execute wire transfer	0.5
4/30/2020	Brown, Rose	Trust Banking Administration - Disbursement cheques and wires.	0.8
4/30/2020	Greenbaum, Stacey	Calls with creditors	1.0
4/30/2020	Bricks, Hartley	Review of corresp. and disc. with S. Greenbaum re post-closing matters;	1.0
5/1/2020	Brown, Rose	Trust Banking Administration - Prepare going wire disbursements, have signed and send to RBC. Prepare disbursement cheque for mailing.	1.2
5/1/2020	Greenbaum, Stacey	Birchmount attendance	1.0
5/1/2020	Bricks, Hartley	Review and execute wire payments	0.2
5/1/2020	Hristow, Catherine	Review and approve wire transfer.	0.1
5/4/2020	Brown, Rose	Trust Banking Administration - Input outgoing wire and incoming wire into Ascend. Confirm online incoming wire was received. Scanning mail and send to J Chu.	0.9
5/4/2020	Chu, Jonathan	Birchmount lease review re utilities; correspondence Hybrid Logistics; review WEPP mailings from R. Brown; email Pathway Communications.	0.6
5/4/2020	Greenbaum, Stacey	Supplemental court report; calls with CRA; call with Nethris	1.5

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
5/4/2020	Bricks, Hartley	Disc. with S. Greenbaum re CRA audit; prepare supplemental report re revised holdback for potential deemed trust claims and amended distribution amount; disc. with S. Greenbaum re post-closing issue status	1.7
5/4/2020	Casey, Paul	Review proposed Court communication re CRA deemed trust issue and instructions H. Bricks.	0.3
5/5/2020	Brown, Rose	Scan mail rec'd for May 4, 2020 and email to SG & JC.	0.3
5/5/2020	Chu, Jonathan	Status update call with S. Greenbaum; inquiry re Iron Mountain; WEPP PoC review and input to SC.	0.4
5/5/2020	Greenbaum, Stacey	Status update call with J. Chu; call with Delta Park landlord; call & email with LEC re post closing matters; call with CRA	2.0
5/5/2020	Bricks, Hartley	Disc. with M. Forte re amendment of reserve and distribution amount	0.2
5/6/2020	Brown, Rose	Scan mail rec'd and send to SG/JC. Review package received and discuss with SG about mailing of T4's.	0.5
5/6/2020	Keene, Ashley	Website update.	0.1
5/6/2020	Greenbaum, Stacey	Review of LEC post closing claim; court attendance	0.5
5/6/2020	Bricks, Hartley	Review of corresp from LEC, disc claim amounts with S. Greenbaum and further disc. with M. Forte; attend audio conf. court hearing for approval of distribution motion; corresp. with S. De Lorenzi re distribution and holdback	1.4
5/6/2020	Casey, Paul	Emails H. Bricks re Court hearing and distribution; status of LEC closing adjustments.	0.2
5/7/2020	Greenbaum, Stacey	Call with Delta Park landlord	0.5
5/7/2020	Bricks, Hartley	Disc. with S. Greenbaum re post-closing adjustments and upcoming call with LEC	0.5
5/8/2020	Chu, Jonathan	Review LEC's CLT schedule; attendance on call re same; review and add language to LEC email.	1.5
5/8/2020	Greenbaum, Stacey	Review of LEC post closing claim & call with LEC re the same; follow up call with H. Bricks and J. Chu	2.0
5/8/2020	Bricks, Hartley	Review of LEC analysis and disc. with S. Greenbaum and J. Chu re call with LEC and analysis to be prepared.	1.3
5/11/2020	Brown, Rose	Scanning mail rec'd and send to JC.	0.2
5/11/2020	Greenbaum, Stacey	Call with LEC re A/R, prepare disbursements, call with Delta Park landlord	2.0
5/11/2020	Bricks, Hartley	Review of email from LEC and disc. with S. Greenbaum re same	0.7
5/12/2020	Brown, Rose	Trust Banking Administration - Disbursement cheques.	0.8

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
5/13/2020	Brown, Rose	Trust Banking Administration - Disbursements wires and mailing out cheques. Confirm rec'd by RBC and send confirmation to HB/SG.	0.8
5/13/2020	Greenbaum, Stacey	Delta Park matters	0.5
5/13/2020	Bricks, Hartley	Coordinate distribution to NBC and execute wire transfer; disc. with S. Greenbaum re post-closing landlord matters	0.5
5/14/2020	Greenbaum, Stacey	Call with LEC re insurance and banking matters	0.5
5/14/2020	Bricks, Hartley	Corresp. with S. De Lorenzi re sale proceeds and distribution	0.1
5/18/2020	Bricks, Hartley	Review and forward corresp. to J. Willard re purchaser inquiries and filings	0.2
5/19/2020	Brown, Rose	Review t4 slips and mail received	0.1
5/19/2020	Chu, Jonathan	Employee T4; review disbursement and Tracey rent; status update with S. Greenbaum; draft email to Roshan re IM pick-up.	1.1
5/19/2020	Greenbaum, Stacey	Birchmount release; Delta Park landlord emails; call with HUB insurance; employee commission review; region of peel email; AR insurance emails	1.5
5/20/2020	Chu, Jonathan	Review LEC's CLT claim; disbursement matters; call with Service Canada re WEPP claims.	2.4
5/20/2020	Greenbaum, Stacey	Review of LEC A/R post closing claim supporting documents	2.0
5/21/2020	Brown, Rose	Trust Banking Administration - Prepare wire, have signed and send to RBC for processing.	0.3
5/21/2020	Chu, Jonathan	Call with H. Bricks and S. Greenbaum re CLT matter; compile and document LEC reimbursements; complete GS1 transfer forms; status update to S. Greenbaum re WEPP.	2.6
5/21/2020	Greenbaum, Stacey	LEC post closing A/R claim (Call with H. Bricks and review of schedules); call with J. Chu & H. Bricks re LEC CLT claim	1.5
5/21/2020	Bricks, Hartley	Disc. with S. Greenbaum and J. Chu re post-closing adjustments including CLT inventory	1.0
5/22/2020	Brown, Rose	Prepare labels for T4 slip 2020 - Compare to creditor mailing labels and do adjustments. Label envelopes.	1.1
5/22/2020	Chu, Jonathan	Compile CLT workbook and append to LEC workbook; draft correspondence to S. Greenbaum; review employee information and send to R. Brown.	2.5
5/22/2020	Greenbaum, Stacey	LEC post closing A/R matters (call with H. Bricks, amending schedules, email to LEC); emails re insurance; call re bank accounts	3.0

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
5/22/2020	Bricks, Hartley	Disc. with S. Greenbaum re post-closing adjustments; review and execute docs for transfer of certain licenses; review and execute wire transfer	1.9
5/25/2020	Chu, Jonathan	Vendor correspondence; coordinate attendance for Delta Park landlord.	0.3
5/26/2020	Greenbaum, Stacey	Call with LEC re AR post closing adjustments; calls re Delta Park	1.5
5/26/2020	Bricks, Hartley	Disc. with S. Greenbaum re post closing matters and review of draft corresp re same	0.5
5/29/2020	Brown, Rose	Wire request - Print back up and prepare wires.	0.3
5/29/2020	Chu, Jonathan	Onsite attendance and coordination of pickup for financial documents.	4.0
5/29/2020	Greenbaum, Stacey	Prepare rent disbursements; call with NBC	0.5
5/29/2020	Bricks, Hartley	Disc. with S. Greenbaum re status	0.2
6/1/2020	Brown, Rose	Trust Banking Administration - prepare wire and send to RBC, Confirm process and input into Ascend.	0.5
6/1/2020	Chu, Jonathan	Onsite attendance; documentation.	3.8
6/3/2020	Chu, Jonathan	Onsite attendance and documentation matters.	4.0
6/3/2020	Bricks, Hartley	Disc. with S. Greenbaum re lease termination matters	0.2
6/4/2020	Chu, Jonathan	Disbursement prep and send to R. Brown; prepare IM documentation listing and send to records.	1.3
6/5/2020	Brown, Rose	Scanning mail rec'd and send to JC/SG.	0.1
6/5/2020	Greenbaum, Stacey	Review of LEC AR posting closing workbook; review of employee commission owing	2.0
6/5/2020	Bricks, Hartley	Disc. with S. Greenbaum re post closing adjustments	0.5
6/8/2020	Brown, Rose	Trust Banking Adm. - Print cheque disbursement requests.	0.2
6/8/2020	Chu, Jonathan	Disbursement matters and request to R. Brown; review AR schedule.	0.4
6/8/2020	Greenbaum, Stacey	Review of LEC AR post closing workbook; call with LEC re A/R post closing items; preparation of Deloitte calc re AR claim; calls with Delta Park landlord	3.0
6/9/2020	Brown, Rose	Trust Banking Administration - Disbursement wire and cheques - prepare, print, have signed, scan and fax/sent out.	0.7

Date	Name	Narrative	Hours
6/9/2020	Chu, Jonathan	Update LEC post-closing workbook; review AR collections for the period Apr 17, 2020 to present; update disbursements and invoice support; draft correspondence to S. Greenbaum and H. Bricks, coordinate call time with LEC; call with H. Bricks various.	4.1
6/9/2020	Greenbaum, Stacey	Preparation of Deloitte calc re LEC AR post closing claim and call with H.Bricks re the same	1.5
6/9/2020	Bricks, Hartley	Disc. with S. Greenbaum re post-closing matters; disc. with J. Chu re same	1.0
6/10/2020	Chu, Jonathan	Attendance on internal call and call with counsel re post-closing matters; follow-up.	2.3
6/10/2020	Greenbaum, Stacey	Call with H.Bricks and J.Chu re LEC post closing items; further call with counsel re the same	2.0
6/10/2020	Bricks, Hartley	Disc. with S. Greenbaum and J. Chu re post closing adjustments and further call with M. Forte re same	2.5
6/12/2020	Chu, Jonathan	Calls and correspondence with vendors, including utilities and internet providers; draft email to and call with S. Greenbaum.	1.5
6/12/2020	Greenbaum, Stacey	100 Delta Park walkthrough and further review of landlord items; disc. with H. Bricks re status of premises.	2.0
6/12/2020	Bricks, Hartley	Disc. with S. Greenbaum re assets remaining at premises	0.5
<b>Total</b>			<b>177.4</b>


**Invoice 8001423401**
**Deloitte Restructuring Inc.**

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Deloitte Restructuring Inc.  
8 Adelaide Street West, Suite 200  
Bay Adelaide Centre  
Toronto ON M5H 0A9  
Canada

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: October 26, 2020  
Client No.: 1139782  
WBS#: BAN01836  
Engagement Partner: Paul Casey

HST Registration : 122893605RT0001

**For professional services rendered**
**Fees**

In our capacity as Receiver of Evergreen Consumer Brand Inc. ("ECB" or the Company) for the period June 13 to October 21, 2020.

Please see the attached appendices for details.

**Sales Tax**

HST applicable 43,777.00

HST at 13.00% 5,691.01

**Total Amount Due (CAD) 49,468.01**





**Appendix #1**

**Summary of Fees**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Casey, Paul	Partner	4.2	695.00	2,919.00
Bricks, Hartley	Director	14.6	580.00	8,468.00
Hristow, Catherine	Director	0.2	580.00	116.00
Greenbaum, Stacey	Senior Manager	17.8	505.00	8,989.00
Chu, Jonathan	Manager	47.3	450.00	21,285.00
Brown, Rose	Consultant	10.0	200.00	2,000.00
<b>Total Professional Hours and Fees</b>		<b>94.1</b>		<b>43,777.00</b>
Out-of-pocket Expenses				
<b>Total Fees and Expenses (CAD)</b>				<b>43,777.00</b>



## Appendix #2

### Work performed from June 13, 2020 to October 21, 2020

Date	Name	Narrative	Hours
15-06-20	Greenbaum, Stacey	Discussion with H. Bricks re Delta Park landlord and emails to landlord; emails and calls with HUB insurance re cancelation.	1.0
15-06-20	Bricks, Hartley	Disc. with S. Greenbaum re landlord issue; review and provide comments on cores. to Delta Park landlord.	0.8
16-06-20	Chu, Jonathan	Post-closing call with LEC; internal update call w/ S. Greenbaum and H. Bricks; compile supporting documentation for AR collections; correspondence LEC re waste bins; review Tracey rental invoice.	4.5
16-06-20	Greenbaum, Stacey	Prep for and attend LEC post closing adjustment call; Delta Park emails and call with landlord.	2.5
16-06-20	Bricks, Hartley	Pre-call with S. Greenbaum and J. Chu to prepare for call with LEC; call with LEC to discuss post-closing adjustments; follow up calls with J. Chu and S. Greenbaum re same and landlord matters.	2.0
17-06-20	Chu, Jonathan	Update CLT workbook; review APA re purchased assets; calls with employees re WEPP.	1.1
17-06-20	Greenbaum, Stacey	Call with LEC re AR post closing.	1.0
17-06-20	Bricks, Hartley	Disc. with S. Greenbaum re landlord issues.	0.4
18-06-20	Chu, Jonathan	Update Tracey rental invoice; disbursement to R. Brown; mailing instructions R. Brown re employee WEPP.	0.9
18-06-20	Greenbaum, Stacey	Loblaws AR analysis; update AR posting closing workbook per additional support provided.	3.0
19-06-20	Chu, Jonathan	Update LEC workbook and send to S. Greenbaum for review.	0.5
19-06-20	Bricks, Hartley	Disc. with S. Greenbaum re status of landlord issues.	0.1
22-06-20	Chu, Jonathan	Follow-up on outstanding cheques; request to R. Brown re bank statements.	0.3
22-06-20	Bricks, Hartley	Respond to questions from S. Greenbaum.	0.1
23-06-20	Brown, Rose	Pull online report for J. Chu.	0.1
23-06-20	Chu, Jonathan	Update LEC workbook for AR collections, utility payments, and CLT figure; send to H. Bricks and S. Greenbaum for review; instructions R. Brown re outstanding cheque.	2.2
23-06-20	Bricks, Hartley	Corresp. with J. Chu re CLT inventory analysis.	0.1
24-06-20	Brown, Rose	Scan return mail and send to J. Chu.	0.1

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
24-06-20	Greenbaum, Stacey	Finalize commission payment owing.	1.0
25-06-20	Brown, Rose	Bank Administration - outstanding cheques.	0.2
29-06-20	Brown, Rose	Bank Administration - outstanding cheques.	0.1
29-06-20	Bricks, Hartley	Disc. with S. Greenbaum re landlord matters.	0.1
30-06-20	Brown, Rose	Bank Administration - Disbursement cheques.	0.4
30-06-20	Greenbaum, Stacey	Update call with LEC.	0.2
30-06-20	Bricks, Hartley	Disc. with S. Greenbaum re landlords.	0.1
02-07-20	Chu, Jonathan	Internal update call re LEC; update AR deposit workbook; update AR settlement workbook; review hard drive for LEC invoices.	1.6
02-07-20	Greenbaum, Stacey	Call with H. Bricks and J. Chu re LEC post closing adjustment next steps.	0.8
02-07-20	Bricks, Hartley	Disc. with S. Greenbaum and J. Chu re status of post-closing adjustments with LEC.	0.7
06-07-20	Brown, Rose	Trust Banking Administration - Prepare wire.	0.2
06-07-20	Chu, Jonathan	Update LEC workbooks for deposits; call with S. Greenbaum re LEC.	0.4
06-07-20	Greenbaum, Stacey	Status update conf. call with S. De Lorenzi.	0.5
06-07-20	Bricks, Hartley	Conf. call with S. De Lorenzi re update on status of receivership, further disc. with S. Greenbaum.	1.5
07-07-20	Brown, Rose	Bank Administration - wire payment.	0.5
08-07-20	Brown, Rose	Bank Administration - wire payment.	0.2
08-07-20	Greenbaum, Stacey	Post closing adjustment email to LEC with updates.	0.5
08-07-20	Bricks, Hartley	Review and revise email to LEC.	0.2
10-07-20	Bricks, Hartley	Corresp. regarding post-closing adjustments.	0.7
13-07-20	Chu, Jonathan	Review hard drive for LEC invoices; correspondence with Alectra re invoices; review Alectra collections notice.	0.5
13-07-20	Bricks, Hartley	Prepare notes/comments on outstanding post-closing matters.	1.2
13-07-20	Casey, Paul	Emails and set up call to mediate remaining working capital adjustment issues.	0.1
14-07-20	Chu, Jonathan	Review notes to LEC summary re CLT; compile Alectra invoices for email to landlord; follow up with Region of Peel re outstanding invoices; submit PoC for employee; attendance on call with Deloitte team.	2.8

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
14-07-20	Greenbaum, Stacey	Call with P. Casey, H. Bricks and J. Chu re LEC post-closing items.	1.5
14-07-20	Bricks, Hartley	Disc. with P. Casey, S. Greenbaum, J. Chu re post-closing matters.	1.5
14-07-20	Casey, Paul	Review LEC calculations and team call to resolve open points and next steps.	1.5
15-07-20	Chu, Jonathan	Draft email to landlord re Alectra; call with S. Greenbaum re same.	0.4
15-07-20	Bricks, Hartley	Disc. with M. Forte re status of post-closing matters and full and final release, review of same and provide comments; corresp. with J. Willard re timing for settlement.	1.2
15-07-20	Casey, Paul	Emails and instructions re LEC resolution; review release.	0.1
16-07-20	Chu, Jonathan	Correspondence to Tracey landlord and Region of Peel re outstanding invoices; update Alectra email to landlord; compile supporting docs and requisition forms re disbursements; update LEC workbook for utilities expenses.	1.6
17-07-20	Brown, Rose	Trust Banking Administration - Input disbursement cheques.	0.3
20-07-20	Chu, Jonathan	Review Tracey rental invoice; update LEC workbook and supporting schedule for A/R refund, recent expenses, and latest deposit.	1.2
22-07-20	Chu, Jonathan	Update LEC work per SG comments; internal pre-call; attendance on call with LEC.	1.7
22-07-20	Greenbaum, Stacey	Call with PC, HB and JC for pre LEC posting closing call; call with LEC to finalize post closing adjustments.	2.0
22-07-20	Bricks, Hartley	Disc. with P. Casey, S. Greenbaum and J. Chu re pre-discussion re LEC settlement, conf. call with LEC, debrief and review of email to S. De Lorenzi	2.0
22-07-20	Casey, Paul	Review materials, prep call and discussion with LEC to resolve closing issues; instructions.	2.0
23-07-20	Bricks, Hartley	Review and revise full and final release and forward to LEC.	0.8
23-07-20	Casey, Paul	Emails re LEC settlement and release.	0.1
24-07-20	Chu, Jonathan	Distribute executed release; prepare requisition forms and wire instructions.	0.4
24-07-20	Casey, Paul	Execute mutual release and approve wires.	0.2
27-07-20	Brown, Rose	Trust Banking Administration - Prepare wire requests.	0.3
27-07-20	Bricks, Hartley	Review wire transfer requisition and execute same.	0.1
27-07-20	Hristow, Catherine	Review wire transfers; request copy of release, and then approve wires.	0.1

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
29-07-20	Chu, Jonathan	Analysis re GL entries for LEC wire payment for R. Brown.	1.6
30-07-20	Greenbaum, Stacey	Call and email with Catherine (NBC) re account matters.	0.5
31-07-20	Brown, Rose	Banking admin - Print Disbursement cheques.	0.3
04-08-20	Brown, Rose	Banking admin - GL coding for wire processed on July 27, 2020.	0.2
04-08-20	Chu, Jonathan	Review Ascend GL coding and instructions R. Brown re same.	0.4
05-08-20	Brown, Rose	Banking administration - Print cheques and mail out.	0.5
07-08-20	Brown, Rose	Banking admin - Reconcile GL to Bank, Update R&D to Aug 6, 2020, Send R&D and support documents to JC for review. Print disbursement request.	1.5
07-08-20	Chu, Jonathan	Complete first draft of 246 report; compile disbursements.	1.3
07-08-20	Greenbaum, Stacey	Review of S. 246 notice and call with J. Chu re the same.	0.5
10-08-20	Brown, Rose	Update Ascend with incoming transfer CDN\$ & US\$ from NBC.	0.3
10-08-20	Chu, Jonathan	Record AR deposit; review Evergreen R&D and comments / instructions to R. Brown re same.	1.8
11-08-20	Chu, Jonathan	Review updated R&D and update 246 Report for H. Bricks review.	1.2
13-08-20	Chu, Jonathan	Compile information for analysis for second distribution to NBC; update for comments from S. Greenbaum.	2.3
14-08-20	Brown, Rose	Trust Banking Administration - Disbursement Cheques.	0.4
14-08-20	Chu, Jonathan	Send second distribution workbook and notes; updates and internal calls re same; call with CRA re outstanding reviews and audits; draft email to NBC.	2.4
14-08-20	Bricks, Hartley	Review of proposed distribution and respond to J. Chu re same.	0.2
14-08-20	Casey, Paul	Email instructions re distribution.	0.2
17-08-20	Chu, Jonathan	Review wire instructions and prepare requisition forms to R. Brown; follow up on Alectra matters and email to S. Greenbaum.	0.8
20-08-20	Chu, Jonathan	Call with CRA re HST audit.	0.4
24-08-20	Chu, Jonathan	Distribution instructions to R. Brown; WEPP follow-up with two employees.	0.4
25-08-20	Chu, Jonathan	Review CRA GST/HST audit document; call with Service Canada re WEPP secured claim.	0.6

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
25-08-20	Bricks, Hartley	Review of CRA corresp. re HST and email to J. Chu re status of response.	0.2
26-08-20	Brown, Rose	Banking administration.	0.1
26-08-20	Chu, Jonathan	Compile GST/HST audit information for auditor and send to team for review; calls with CRA auditor re audit requests; call with S. Greenbaum re same; responses to team re same; review Pathway billing.	3.2
28-08-20	Brown, Rose	Pull online bank reports and detail gl's and send to JC.	0.3
28-08-20	Chu, Jonathan	Review deposits and reconcile to LEC figure; finalize GST/HST audit materials and send to CRA.	0.9
31-08-20	Chu, Jonathan	Call with Service Canada re outstanding employee WEPP.	0.2
02-09-20	Chu, Jonathan	Disbursement requisition and send to R. Brown; update schedule re LEC AR payment.	0.5
03-09-20	Chu, Jonathan	Calls with CRA re HST audit and payroll account matters; calls with S. Greenbaum re same; update LEC schedule re AR / utilities payment.	0.7
03-09-20	Bricks, Hartley	Disc. with S. Greenbaum re landlords and CRA and review and revise correspondence re same.	0.5
08-09-20	Brown, Rose	Banking admin - Organize Receipts and Disbursement for CDN\$ & US\$ accounts.	1.5
08-09-20	Chu, Jonathan	Update LEC deposit workbook; update Alectra summary; call with S. Greenbaum re same; correspondence with Pathway.	1.4
08-09-20	Greenbaum, Stacey	Emails with Delta Park landlord re utilities; disc. with J. Chu re Alectra summary.	0.5
10-09-20	Brown, Rose	Trust Banking Administration - Disbursement cheque.	0.2
11-09-20	Chu, Jonathan	Calls with HST auditor, call with CRA payroll representative; voicemail to Service Canada; update deposit listing re LEC; draft status update to counsel; correspondence with Region of Peel and Pathway.	1.3
11-09-20	Greenbaum, Stacey	Call with CRA re withholding taxes.	0.5
14-09-20	Chu, Jonathan	Update LEC workbook and compile utilities PDF; call with S. Greenbaum re same; send to H. Bricks for review; draft email to LEC; prepare distribution requisition.	1.7
14-09-20	Greenbaum, Stacey	Review of final LEC settlement.	0.5
15-09-20	Brown, Rose	Scan and saving Receipts and Disbursement on Q Drive.	1.3
16-09-20	Brown, Rose	Trust Banking Admin. - Prepare wire, Scan mail received and sending JC/SG.	0.4
16-09-20	Bricks, Hartley	Review and execute wire transfer.	0.1

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
16-09-20	Hristow, Catherine	Review and approve wire transfer.	0.1
17-09-20	Brown, Rose	Banking Administration - organize US\$ Receipt and Disbursements.	0.5
17-09-20	Chu, Jonathan	Call with CRA re payroll audit.	0.4
28-09-20	Chu, Jonathan	Review GS1 email and send to S. McCabe.	0.2
29-09-20	Chu, Jonathan	Status update email to M. Forte; call with Service Canada re updated WEPP assessment; registration with CRA for payroll audit.	0.8
05-10-20	Chu, Jonathan	Email to Delta Park landlord; call with payroll auditor.	0.4
07-10-20	Chu, Jonathan	Call with payroll auditor and CRA.	0.4
14-10-20	Brown, Rose	Scanning mail rec'd for WEPP and send to J Chu.	0.1
14-10-20	Greenbaum, Stacey	Compile documents re payroll audit.	0.5
15-10-20	Chu, Jonathan	Review Service Canada assessment and disbursement form re same.	0.2
19-10-20	Chu, Jonathan	Call with CRA re deemed trust from HST audit.	0.2
20-10-20	Chu, Jonathan	Calls with CRA re HST and payroll audits; correspondence to team re HST assessment.	0.6
20-10-20	Greenbaum, Stacey	Call with CRA re withholding taxes.	0.5
21-10-20	Chu, Jonathan	Compile documentation and send to CRA re payroll audit; call with auditor re same; update distribution schedule to NBC.	0.9
21-10-20	Greenbaum, Stacey	Discussion with J. Chu re distribution to NBC.	0.3
<b>Total</b>			<b>94.1</b>



Deloitte Restructuring Inc.  
8 Adelaide Street West, Suite 200  
Bay Adelaide Centre  
Toronto ON M5H 0A9  
Canada

## Invoice **8001761093**

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: April 23, 2021  
Client No.: 1139782  
WBS#: BAN01836  
Engagement Partner: Paul Casey

HST Registration : 122893605RT0001

### For professional services rendered

#### Fees

In our capacity as Receiver of Evergreen Consumer Brand Inc. ("ECB" or the Company) for the period October 22, 2020 to April 5, 2021.

Please see the attached appendices for details.

#### Sales Tax

HST applicable 11,903.00

HST at 13.00 % 1,547.39

**Total Amount Due (CAD) 13,450.39**





**Appendix #1**  
**Summary of Fees**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Casey, Paul	Partner	0.3	695.00	208.50
Bricks, Hartley	Director	1.4	580.00	812.00
Greenbaum, Stacey	Senior Manager	3.5	505.00	1,767.50
Chu, Jonathan	Manager	17.2	450.00	7,740.00
McTaggart, Michael	Senior	3.1	250.00	775.00
Brown, Rose	Consultant	3.0	200.00	600.00
<b>Total Professional Hours and Fees</b>		<b>28.5</b>		<b>11,903.00</b>
Out-of-pocket Expenses				
<b>Total Fees and Expenses (CAD)</b>				<b>11,903.00</b>



## Appendix #2

### Work performed from October 22, 2020 to April 5, 2021

Date	Name	Narrative	Hours
22-10-20	Casey, Paul	Emails re unresolved liabilities, distributions, instructions.	0.3
22-10-20	Chu, Jonathan	Draft correspondence to P. Casey and H. Bricks re NBC distribution; call with Stacey re contingency amount.	0.7
26-10-20	Chu, Jonathan	Update R&D for NBC distribution and distribution of funds schedule.	1.2
27-10-20	Greenbaum, Stacey	Second distribution of funds schedule and reporting email to NBC.	1.0
27-10-20	Chu, Jonathan	Review distribution email and comments to S. Greenbaum; compile second tranche of documents for payroll audit; call with payroll auditor; resend first tranche of documents.	0.7
30-10-20	Bricks, Hartley	Disc. with S. De Lorenzi re status of distribution and CRA reviews.	0.5
30-10-20	Greenbaum, Stacey	Status update call with NBC.	0.5
02-11-20	Brown, Rose	Prepare wire, prepare emails and send wire for signature.	0.9
03-11-20	Greenbaum, Stacey	Inquiry re Delta Park landlord and Alectra.	0.2
03-11-20	Chu, Jonathan	Review bank statements and Alectra invoices re proof of payment.	0.2
03-11-20	Brown, Rose	Fax signed wire to RBC and confirm processed and input into Ascend.	0.6
11-11-20	Chu, Jonathan	Draft correspondence to CRA re GST/HST payable.	0.2
12-11-20	Greenbaum, Stacey	Call with CRA re excise duty tax.	0.3
12-11-20	Chu, Jonathan	Review CRA mailings from R. Brown.	0.1
13-11-20	Chu, Jonathan	Calls with CRA re excise duties; Daniela re GST/HST audit unsecured amount; payroll auditor re documentation updates; RM account re treatment as unsecured claim; and GST/HST post-receivership treatment.	0.9
17-11-20	Chu, Jonathan	Phone registration with CRA re new GST/HST filing number; finalize status update to S. Greenbaum; call re same.	0.5
18-11-20	Chu, Jonathan	Call with payroll auditor re outstanding documentation and issues.	0.3
19-11-20	Chu, Jonathan	Instructions to M. McTaggart re HST filings.	0.1
20-11-20	McTaggart, Michael	Compiling monthly HST paid and received each month (February - October).	1.3
23-11-20	Chu, Jonathan	Review supporting documents re payroll auditor request; review HST schedule and send to S. Greenbaum for review; compile invoices for HST support.	0.9

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
24-11-20	Chu, Jonathan	Instructions M. McTaggart re GST/HST filing.	0.1
24-11-20	McTaggart, Michael	GST / HST Filings with CRA.	0.5
24-11-20	Bricks, Hartley	Review of email from J. Chu re HST and respond to same.	0.2
25-11-20	Greenbaum, Stacey	Compile docs re payroll auditor.	0.2
25-11-20	Chu, Jonathan	Call with CRA; review documentation, compile, and send to payroll auditor for payroll audit.	0.6
27-11-20	Chu, Jonathan	Call with CRA re HST refund and outstanding returns.	0.2
01-12-20	Chu, Jonathan	Correspondence S. Greenbaum re CRA updates; review T2 waiver requirements.	0.3
03-12-20	Brown, Rose	Scan Mail rec'd and send to JC/SG.	0.1
15-12-20	Chu, Jonathan	Emails re GS1 transition and corporate continuance.	0.3
18-12-20	Chu, Jonathan	Call with payroll auditor re further requirements; call with CRA re RT 0001 returns.	0.3
04-01-21	Chu, Jonathan	Complete T2 waiver request form; email to GS1 re correct billing contact.	0.4
06-01-21	Greenbaum, Stacey	Call with CRA re withholding taxes.	0.5
06-01-21	Chu, Jonathan	Call with SG re CRA matters; instructions to M. McTaggart re HST netfile.	0.5
07-01-21	Chu, Jonathan	Update email to SG re CRA matters; draft amended employee T4; call with CRA.	1.1
12-01-21	McTaggart, Michael	Compiling and filing HST returns for Nov. and Dec. 2020.	0.2
13-01-21	Chu, Jonathan	Calls with CRA re various matters; send status update to S. Greenbaum; correspondence to excise duty department re registration.	0.8
14-01-21	Chu, Jonathan	Call with payroll auditor re send information via TC.	0.8
15-01-21	Chu, Jonathan	Respond to S. Greenbaum email and other updates.	0.5
18-01-21	Greenbaum, Stacey	Call with JC re status of CRA items.	0.5
21-01-21	Brown, Rose	Closing of US\$ Bank Account.	0.4
25-01-21	Chu, Jonathan	Review CRA notices; follow-up calls with CRA.	0.4
25-01-21	Brown, Rose	Scan and send mail to SG/JC.	0.2
26-01-21	Chu, Jonathan	Call with CRA re HST updates.	0.2
27-01-21	Chu, Jonathan	Call with CRA re T2 waiver.	0.1
28-01-21	Chu, Jonathan	Instructions to M. McTaggart re 246 Report.	0.2
01-02-21	Greenbaum, Stacey	Call with JC and review S.246 report.	0.3

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
01-02-21	Chu, Jonathan	Review 246 Report and send to S. Greenbaum; TC with S. Greenbaum re same; call with payroll auditor to finalize payroll audit.	1.1
01-02-21	McTaggart, Michael	Updating Evergreen R&D Report up to January 28, 2021.	0.5
01-02-21	Brown, Rose	Scan of Mailing and send to JC.	0.1
02-02-21	Chu, Jonathan	Instructions to M. McTaggart re 246 Report update.	0.2
03-02-21	Chu, Jonathan	Call with CRA re excise duty return guidance; finalize status update email to S. Greenbaum.	0.5
04-02-21	Bricks, Hartley	Disc. with J. Chu re CRA matters.	0.4
04-02-21	Chu, Jonathan	Internal calls with team re CRA matters and excise duty filing guidance.	0.4
08-02-21	Chu, Jonathan	Review CRA notice re T2 waiver; review R&D from M. McTaggart and update re same; reconcile to Ascend.	0.5
08-02-21	McTaggart, Michael	R&D Report to January 31, 2021.	0.6
08-02-21	Brown, Rose	Check account online and reconcile to Ascend and confirm with JC.	0.1
09-02-21	Chu, Jonathan	Correspondence R. Brown re bank account activity; call with CRA re T2 waiver.	0.5
11-02-21	Bricks, Hartley	Review of s. 246(2) report and corresp. with J. Chu.	0.3
11-02-21	Chu, Jonathan	Draft excise duty returns and covering letter.	0.5
11-02-21	Brown, Rose	Scan of mail and sending to JC.	0.1
18-02-21	Chu, Jonathan	Finalize 246 Report and send to H. Bricks.	0.2
18-02-21	Brown, Rose	Review GL and confirm no transaction processed with JC.	0.1
24-02-21	Chu, Jonathan	Call with Service Canada re WEPP; call with excise duty tax re status update on returns; voicemails to CRA re T2 waiver and payroll audit final updates.	0.4
02-03-21	Chu, Jonathan	Retrieve T4 for employee on Nethris, confirm info, and distribute.	0.2
10-03-21	Brown, Rose	Trust Banking Administration - Deposit.	0.3
11-03-21	Chu, Jonathan	Review CRA receipt and summarize outstanding items.	0.1
05-04-21	Brown, Rose	Scan mail rec'd and send to JC/SG.	0.1
<b>Total</b>			<b>28.5</b>



Deloitte Restructuring Inc.  
8 Adelaide Street West, Suite 200  
Bay Adelaide Centre  
Toronto ON M5H 0A9  
Canada

## Invoice 8002560058

### Deloitte Restructuring Inc.

Bay Adelaide Centre  
8 Adelaide Street West, Suite 200  
Toronto ON M5H 0A9

Tel: (416) 601-6150  
Fax: (416) 601-6151  
www.deloitte.ca

Date: April 26, 2022  
Client No.: 1139782  
WBS#: BAN01836  
Engagement Partner: Jorden Sleeth

GST/HST Registration: 122893605RT0001  
QST Registration: 1000870419TQ0002

### For professional services rendered

#### Fees

In our capacity as Receiver of Evergreen Consumer Brand Inc. ("ECB" or the Company) for the period April 6, 2021 to April 15, 2022.

Please see attached appendices.

#### Sales Tax

HST applicable	20,866.50
HST at 13.00 %	<u>2,712.65</u>

<b>Total Amount Due (CAD)</b>	<b><u>23,579.15</u></b>
-------------------------------	-------------------------



**Appendix #1**  
**Summary of Fees**

<b>Name</b>	<b>Level</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Casey, Paul	Partner	0.3	695.00	208.50
Bricks, Hartley	Director	20.1	580.00	11,658.00
Hristow, Catherine	Director	0.1	580.00	58.00
Greenbaum, Stacey	Senior Manager	5.4	505.00	2,727.00
Chu, Jonathan	Manager	9.3	450.00	4,185.00
Brown, Rose	Manager	2.3	450.00	1,035.00
Conorton, Laura	Consultant	0.6	200.00	120.00
Borzellino, Krista	Senior	1.0	250.00	250.00
Sullivan, Carter	Senior	2.3	250.00	575.00
Dew, Todd	Senior	0.2	250.00	50.00
<b>Total Professional Hours and Fees</b>		<b>41.6</b>		<b>20,866.50</b>
Out-of-pocket Expenses				-
<b>Total Fees and Expenses (CAD)</b>				<b>20,866.50</b>



## Appendix #2

Work performed from April 6, 2021 to April 15, 2022

Date	Name	Narrative	Hours
19-04-21	Brown, Rose	Estate Administration.	0.1
19-04-21	Chu, Jonathan	Update R&D to April 16, 2021.	1.3
19-04-21	Greenbaum, Stacey	Call with HB re withholding taxes; coordinate R&D update with JC; invoice analysis.	0.5
21-04-21	Chu, Jonathan	Review and call with R. Brown re same; vm CRA re payroll audit.	0.2
22-04-21	Greenbaum, Stacey	Prepare update analysis for NBC.	1.0
27-04-21	Casey, Paul	TC S. Greenbaum re distribution and discharge planning; reporting to bank; review email report.	0.3
27-04-21	Greenbaum, Stacey	Disc. with P. Casey, call with S. DeLorenzi re update and follow up email.	0.5
28-04-21	Chu, Jonathan	Calls with CRA payroll audit update.	0.2
30-04-21	Chu, Jonathan	Call with new payroll auditor re notice of assessment.	0.2
04-05-21	Brown, Rose	Trust Banking Administration	0.4
04-05-21	Chu, Jonathan	Distribution requisition form; call with CRA re payroll audit.	0.5
05-05-21	Brown, Rose	Trust Banking Administration - send Wire request to signing officers, once signed fax to RBC for processing.	0.2
05-05-21	Hristow, Catherine	Review and approve wire transfer.	0.1
06-05-21	Brown, Rose	Confirm wire process by RBC and input into Ascend.	0.1
11-05-21	Chu, Jonathan	Prepare disbursement requisition form.	0.1
13-05-21	Conorton, Laura	Trust Banking Administration	0.2
14-05-21	Brown, Rose	Estate Administration.	0.1
17-05-21	Brown, Rose	Estate Administration.	0.1
17-05-21	Chu, Jonathan	Disbursement requisition and emails to H. Bricks and S. Greenbaum.	0.3
19-05-21	Brown, Rose	Trust Banking Administration - Input disbursement request.	0.1
20-05-21	Brown, Rose	Trust Banking Administration - have prepare cheque signed, scan and send out in the mail.	0.1
07-06-21	Brown, Rose	Estate Administration.	0.1

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
08-06-21	Chu, Jonathan	Call with CRA re statement of account.	0.1
05-08-21	Brown, Rose	Estate Administration.	0.1
20-09-21	Bricks, Hartley	Review of Statement of Claim received and prepare email to S. Greenbaum re review of files	0.5
27-09-21	Brown, Rose	Trust Banking Administration.	0.1
28-09-21	Chu, Jonathan	Call with Service Canada re late employee WEPP application; call with S. Greenbaum re steps to discharge.	0.8
28-09-21	Greenbaum, Stacey	Review correspondence re Audrey Lewis; call with CRA re VDP.	1.1
29-09-21	Bricks, Hartley	Review of statement of claim, draft response and forward to J. Chu for comments.	1.5
29-09-21	Borzellino, Krista	Prepared R&D for S.246 report.	1.0
30-09-21	Chu, Jonathan	Review letter re Audrey Lewis; compile appendix; call with R. Brown on the same.	0.5
30-09-21	Bricks, Hartley	Review of J. Chu's comments, revise draft and forward to M. Forte	0.7
04-10-21	Greenbaum, Stacey	Update call with H. Bricks.	0.3
05-10-21	Conorton, Laura	Estate Administration.	0.3
05-10-21	Bricks, Hartley	Disc with S. Greenbaum re matters for completion of receivership.	0.5
06-10-21	Bricks, Hartley	Review and execute s. 246(2) statement of Receiver to Feb 2021; disc. with S. Greenbaum re CRA matters.	0.8
06-10-21	Greenbaum, Stacey	Finalize s. 246 reports with H. Bricks and send to OSB.	1.0
07-10-21	Bricks, Hartley	Review and execute s.246(2) statement of Receiver to August 2021.	0.2
12-10-21	Greenbaum, Stacey	Call with H. Bricks and M. Forte re withholding taxes and discharge.	0.5
12-10-21	Bricks, Hartley	Disc. with M. Forte and S. Greenbaum re remaining work to finalize receivership; respond to corresp. re statement of claim.	0.8
15-10-21	Sullivan, Carter	Prepare GST/HST Returns.	0.2
18-10-21	Sullivan, Carter	Prepare GST/HST Filings for Jan to Sept 2021; Updated GST/HST Tracking Workbook and Filed Confirmations.	1.1
21-10-21	Brown, Rose	Estate Administration - have Affidavit of Mail signed and scan and save on Q Drive.	0.2
21-10-21	Sullivan, Carter	Discussion with CRA re HST returns.	0.5
27-10-21	Sullivan, Carter	Call w. CRA to receive update on release of ITCs.	0.3



<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
28-10-21	Brown, Rose	Estate Administration.	0.1
29-10-21	Sullivan, Carter	CRA follow-up on release of May 2021 ITCs.	0.1
01-11-21	Sullivan, Carter	Call to CRA on release of ITCs.	0.1
02-11-21	Brown, Rose	Estate Administration.	0.1
03-11-21	Bricks, Hartley	Review and respond to email from S. DeLorenzi.	0.4
22-12-21	Chu, Jonathan	Call with WSIB re account closure and outstanding items; retrieve payroll information and calculate premium owing; compile and file HST returns; correspondence with employee re missing T4.	1.0
06-01-22	Dew, Todd	Trust Accounting.	0.1
21-01-22	Bricks, Hartley	Disc. with M. Forte re CRA status and go forward plan; prepare third report to court.	2.5
21-01-22	Greenbaum, Stacey	Call with M. Forte and H. Bricks re outstanding tax items.	0.3
24-01-22	Bricks, Hartley	Prepare third report to court.	3.0
26-01-22	Dew, Todd	Trust accounting.	0.1
28-01-22	Bricks, Hartley	Prepare report to court.	2.5
31-01-22	Brown, Rose	Trust Banking Administration-scan mail received and send to SG.	0.1
31-01-22	Chu, Jonathan	Call with H. Bricks on CRA matters.	0.3
31-01-22	Bricks, Hartley	Continue draft of third report; review of files re CRA and disc. with J. Chu re status.	2.2
10-02-22	Chu, Jonathan	Calls with WSIB and MoF re outstanding returns; follow-up with CRA; correspondence to S. Greenbaum.	0.7
11-02-22	Chu, Jonathan	Call with CRA re update on payroll account audit.	0.1
22-02-22	Chu, Jonathan	Emails with CRA re outstanding payroll audit and update.	0.2
25-02-22	Chu, Jonathan	Correspondence with CRA re payroll audit.	0.2
02-03-22	Chu, Jonathan	Status updates to team re CRA payroll audit and WSIB matters; prepare requisition form for WSIB premiums.	0.3
03-03-22	Bricks, Hartley	Corresp. concerning CRA status.	0.2
07-03-22	Chu, Jonathan	Retrieve employee T4 from ADP portal; review information and distribute.	0.2
07-03-22	Bricks, Hartley	Review of file re status; update report to court; review of CRA related docs and update report	3.0
08-03-22	Chu, Jonathan	Review CRA matters and comments to H. Bricks.	0.5

<b>Date</b>	<b>Name</b>	<b>Narrative</b>	<b>Hours</b>
10-03-22	Bricks, Hartley	Review of J. Chu responses re HST Status; review of corresp. from CRA and respond to J. Chu.	0.8
22-03-22	Chu, Jonathan	Forward status-update to team re payroll audit; correspondence with CRA on the same; correspondence with Nethris on the same.	0.4
24-03-22	Chu, Jonathan	Review draft status update correspondence to secured creditor.	0.2
24-03-22	Brown, Rose	Estate Administration.	0.1
24-03-22	Greenbaum, Stacey	Status update email to Sonia.	0.2
31-03-22	Chu, Jonathan	Calls with WSIB re outstanding balance and stop sending Statements of Account.	0.3
07-04-22	Bricks, Hartley	Disc. with J. Chu re status of CRA and go forward.	0.5
07-04-22	Chu, Jonathan	Disc. with H. Bricks re CRA accounts and audits; correspondence with CRA representative re payroll audit.	0.7
11-04-22	Conorton, Laura	Estate Administration.	0.1
13-04-22	Brown, Rose	Trust Banking Admin - Disbursement cheque.	0.2
<b>Total</b>			<b>41.6</b>

# TAB E

Court File No.: CV-20-00636080-00CL

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

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**AFFIDAVIT OF MARIO J. FORTE  
(Sworn June 17, 2022)**

2022 V J

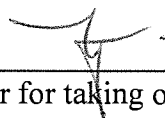
I, Mario J. Forte, of the City of Toronto, hereby MAKE OATH AND SAY:

1. I am a barrister and solicitor qualified to practice in the Province of Ontario and am counsel to the law firm of Goldman Sloan Nash & Haber LLP (“**GSNH**”) and therefore have knowledge of the matters in this affidavit. Where this affidavit is based on information and belief, I have stated the source of that information and believe it to be true.
2. GSNH are lawyers of record for Deloitte Restructuring Inc. (“**Deloitte**”) in its capacity as Court appointed Receiver (the “**Receiver**”) of Evergreen Consumer Brands Inc. (“**ECBI**”).
3. Attached as **Exhibit “A”** to this affidavit is a copy of Invoice 179466 rendered by GSNH to Deloitte in its capacity as Receiver for fees and disbursements incurred by GSNH in the course of the proceedings between January 30, 2020 and March 13, 2020 (“**179466**”). Under the 2<sup>nd</sup> Report of the Receiver dated March 27, 2020 and by order of Justice Hainey dated May 6, 2020, the fees incurred by GSNH inadvertently included a reference to the fees being inclusive of HST. The correct fees incurred by GSNH under 179466 were \$95,241.00, plus disbursements of \$1,819.45, plus Harmonized Sales Tax (HST) in the amount of \$12,568.98 for a total of \$109,629.43.

- 4. Attached as **Exhibit "B"** to this affidavit is a copy of Invoice 189994 rendered by GSNH to Deloitte in its capacity as Receiver for fees and disbursements incurred by GSNH in the course of the proceedings between March 16, 2020 and May 2, 2022 (the "**189994**"). The fees charged by GSNH under 189994 were \$12,364.00, plus disbursements of \$653.08 plus HST in the amount of \$1,629.04 for a total of \$14,646.12.
- 5. Attached as **Exhibit "C"** is a summary of all invoices rendered by GSNH to Deloitte for fees and disbursements incurred by GSNH in the course of the proceedings between January 30, 2020 and May 2, 2022.
- 6. It is anticipated that the fees incurred in the preparation of this motion and to be incurred in the balance of the administration of the receivership will not exceed \$2,500.00.
- 7. To the best of my knowledge the rates charged by GSNH throughout the course of this proceeding are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

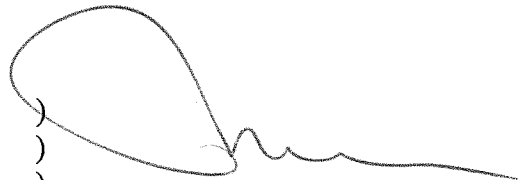
✓  
 ✓  
 ✓

SWORN before me at the City of Toronto,  
 in the Province of Ontario  
 this 17<sup>th</sup> day of June, 2022



\_\_\_\_\_  
 A Commissioner for taking oaths, etc.

Joel Tulbea



\_\_\_\_\_  
 MARIO J. FORTE

*This is **Exhibit "A"** referred to  
in the Affidavit of Mario Forte  
sworn before me this 17<sup>th</sup> day of June, 2022*



---

A Commissioner for taking oaths, etc.



Suite 1600  
480 University Avenue  
Toronto, Ontario  
M5G1V2

Telephone: (416) 597-9922  
Facsimile: (416) 597-3370

**Deloitte Restructuring Inc.**  
**Bay Adelaide Centre**  
**22 Adelaide St. West, Suite 200**  
**Toronto, ON M5H 0A9**  
**Canada**

Billing Lawyer Mario Forte  
Invoice No. 179466  
HST # 12233 6290 RT0001  
Invoice Date March 17, 2020

**Attention: Paul Casey**

**Client ID: 010004 Matter ID: 0009**

**RE: Evergreen Consumer Brands Inc.**

**FOR PROFESSIONAL SERVICES RENDERED for the period January 30, 2020 to March 13, 2020**

<b>Date</b>	<b>Professional</b>	<b>Narrative</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
01/30/20	MMC	Order a verbal and certified PPSA Search against Evergreen Consumer Brands Inc., forward PPSA Search results to Mario Forte, arrange PPSA pickup at the Ministry;	0.20	200.00	40.00
01/30/20	MJF	Discussions re: various issues related to inter-lender matters and other debt structure / enforcement issues; commence review of National Bank of Canada loan and other related documents; commence security searches and other related matters in preparation for opinion; discussion with counsel to FWCU re: security and related matters; review PPSA search results in reparation for opinion etc.;	5.20	585.00	3,042.00
01/31/20	JT	Instructions from M. Forte re: legal research into whether an assumption of debt may constitute "proceeds" for purposes of the PPSA;	0.20	285.00	57.00
02/01/20	MJF	Commence analysis of various issues arising from intercreditor arrangements; commence drafting opinion; reviewing FWCU security etc and related materials etc.;	4.40	585.00	2,574.00



**ACCOUNTS ARE DUE WHEN RENDERED**

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Narrative	Hours	Rate	Amount
02/02/20	MJF	Complete initial draft of opinion and consider inter-lender enforcement issues and possible impact on enforcement;	1.20	585.00	702.00
02/03/20	JT	Legal research into the definition of "proceeds" under the Canadian Personal Property Security Acts and the Courts' interpretation of such definitions, specifically as regards assumptions of debt; consider legal implications of such definitions and interpretations to the transaction contemplated herein;	4.30	285.00	1,225.50
02/03/20	AP	Conduct a Corporate Profile and CIPO search against Evergreen Consumer Brands Inc., order certified Ontario PPSA searches against Lynne and Bruce Friedman Family Trust and The Aronow Family Trust, conduct a Wisconsin corporate search against Immel Holdings, LLC;	0.80	150.00	120.00
02/04/20	JT	Further legal research into the definition of "proceeds" under the Canadian Personal Property Security Acts and the Courts' interpretation of such definitions, specifically as regards assumptions of debt; further consider legal implications of such definitions and interpretations to the transaction contemplated herein; working session with M. Forte on same; draft memo summarizing research results and potential legal issues associated with said contemplated transaction; report to M. Forte;	2.90	285.00	826.50
02/04/20	KP	Meeting with M. Forte regarding security opinion; reviewing materials for same;	0.40	250.00	100.00
02/04/20	MJF	Dealing with Trust related security issues and perfection matters related to opinion and confirmation of validity; reviewing memo re: proceeds and related issues to entitlement thereto; complete revisions to opinion;	3.90	585.00	2,281.50
02/05/20	AP	Conduct a verbal and certified Ontario PPSA Search against Immel Holdings, LLC;	0.20	150.00	30.00
02/05/20	KP	Updating security opinion with PPSA registrations and corporate search information; reporting to M. Forte regarding same;	2.10	250.00	525.00
02/05/20	MJF	Discussions re security (CIPO) matters; review security summary and schedules etc.; review of appointment order etc.;	2.20	585.00	1,287.00
02/06/20	MJF	Discussion re: process and related issues preparatory to receivership;	0.30	585.00	175.50
02/07/20	MJF	Discussion re: receivership timing and possibilities;	0.20	585.00	117.00
02/09/20	MJF	Commence review of receivership order etc.;	0.40	585.00	234.00
02/10/20	MJF	Engaged in preparations and discussions to address	4.80	585.00	2,808.00



Date	Professional	Narrative	Hours	Rate	Amount
		receivership matters etc. including sales process issues etc.; reviewing sales process materials and analysis and discussions thereon;			
02/11/20	KP	Reviewing PPSA search; updating security opinion to reflect same regarding The Aronow Family Trust dated May 27, 2010; reporting to M. Forte;	0.40	250.00	100.00
02/11/20	MJF	Commence review of APA and discussions to deal with various comments and issues etc.; review trust security summary etc.; reviewing and considering comments on purchase price structure and issues; engaged in various discussions re: application issues and related matters and changes to appointment order;	6.40	585.00	3,744.00
02/12/20	JT	Review application material for the appointment of the receiver; draft approval and vesting order; report to M. Forte;	1.10	285.00	313.50
02/12/20	MJF	Continue processing comments on APA and review of various comments; discussions concerning re ABL calculation and various ways to treating this in the APA; discussion concerning numerous issues concerning filing etc.;	6.60	585.00	3,861.00
02/13/20	MJF	Engaged in moving matter forward; preparation and attendance to obtain Appointment Order; generally engaged in advising on employee and many "first day" issues and processes; continuing to process changes to APA etc.;	7.20	585.00	4,212.00
02/14/20	JT	Thoroughly study application material for appointment of receiver, including evidence in support thereof; draft notice of motion for approval and vesting orders; legal research into "quick flip" transaction in receivership proceedings and the courts' consideration of a receiver's pre-filing involvement in a sale and investment solicitation process; first draft of factum in support of said motion; report to M. Forte;	6.10	285.00	1,738.50
02/14/20	MJF	Engaged in moving the matter forward and advising on numerous practical and legal issues to address possible sale etc.; advice and review of sales process issues and possible competing offers etc.;	2.60	585.00	1,521.00
02/16/20	JT	Further legal research into "quick flip" transaction in receivership proceedings and the courts' consideration of a receiver's pre-filing involvement in a sale and investment solicitation process;	1.40	285.00	399.00
02/16/20	MJF	Engaged in review and discussion concerning APA matters and related practical issues;	2.20	585.00	1,287.00
02/17/20	MJF	Engaged in advising on various practical issues including access to inventory, lien rights etc.;	3.20	585.00	1,872.00

Date	Professional	Narrative	Hours	Rate	Amount
02/18/20	JT	Consider draft email from S. Greenbaum re: appointment of receiver and taking possession of inventory in third parties' hands;	0.10	285.00	28.50
02/18/20	MJF	Engaged in numerous discussion re process issues; commence review of Purchaser's draft APA; dealing with lien and waiver issues that affect access to inventory etc.; providing practical advice on US issues and access to inventory etc.;	7.30	585.00	4,270.50
02/19/20	JT	Working session with M. Forte re: instructions for review of upcoming Purchase Agreement draft;	0.20	285.00	57.00
02/19/20	MJF	Dealing with numerous sales process and inventory related issues and advising thereon;	3.20	585.00	1,872.00
02/20/20	JT	Review draft Purchase Agreement per instructions of M. Forte; review emails from Receiver and counsel for Purchaser on same; draft report of said review to M. Forte;	1.50	285.00	427.50
02/20/20	MJF	Engaged in numerous discussions and advising on changes and amendments to the APA and various related issues with calculation to the borrowing base etc.;	2.90	585.00	1,696.50
02/21/20	MJF	Engaged in moving matter forward on all fronts including APA drafts;	3.40	585.00	1,989.00
02/22/20	JT	Emails to and from Receiver and counsel to other stakeholders re: motion materials for approval of sale and vesting order; further draft said motion material; draft service list in respect of same; communications with S. Greenbaum re: service list;	1.40	285.00	399.00
02/22/20	MJF	Engaged in preparation of release agreements to deal with inventory hostage situations; revising APA re: Purchaser's comments etc. and generally moving file forward;	8.20	585.00	4,797.00
02/23/20	MJF	Engaged in addressing various outstanding issues related to process;	2.20	585.00	1,287.00
02/24/20	JT	Further communications to coordinate the obtaining of accurate information with regard to service list, with S. Greenbaum; further draft service list;	0.40	285.00	114.00
02/24/20	MJF	Engaged in advising on various matters and moving file forward etc.;	1.70	585.00	994.50
02/25/20	MJF	Dealing with various issues to resolve inventory issues matters and related matters; dealing with APA etc. and process issues;	3.30	585.00	1,930.50
02/26/20	MJF	Engaged in attempting to resolve drafting and ABL borrowing base calculation of purchase price;	2.60	585.00	1,521.00
02/27/20	MJF	Engaged in trying to finalise aspects of APA;	3.60	585.00	2,106.00

Date	Professional	Narrative	Hours	Rate	Amount
		providing advice on various process matters etc.; engaged in review of 1st Court Report;			
02/28/20	JT	Further draft factum in support of the Receiver's motion for an approval and vesting order; attendant review of legal authorities and draft report of the Receiver; report to M. Forte;	1.60	285.00	456.00
02/28/20	MJF	Engaged in various discussions on process matters and other matters related to revision to APA and finalisation thereof;	5.40	585.00	3,159.00
02/29/20	MJF	Processing changes to the APA etc.;	1.20	585.00	702.00
03/01/20	JT	Further draft factum in support of the Receiver's motion for an approval and vesting order; further attendant review of legal authorities and draft report of the Receiver; report to M. Forte;	5.10	285.00	1,453.50
03/01/20	MJF	Dealing with various outstanding issues preparatory to finalising application to court and APA;	2.10	585.00	1,228.50
03/02/20	JT	Further draft receiver's factum re: motion for approval and vesting orders; email to counsel for Purchaser re: service list and comments thereon; report to M. Forte;	1.40	285.00	399.00
03/02/20	KP	Instructions from M. Forte; correspondence with Court regarding availability on March 9, 2020; preparing request form for scheduling hearing on March 9, 2020; arranging for same to be signed and submitted to Court;	0.20	250.00	50.00
03/02/20	MJF	Completing APA and engaged in completion of court and related process materials etc.;	3.70	585.00	2,164.50
03/03/20	JT	Working session with M. Forte and K. Parent re: notice of motion, service thereof, and attendant matters; emails to and from counsel for Purchaser re: discussion and mutual comments on motion material; further draft and finalize motion material, including draft approval and vesting order and notice of motion; review compiled motion record prior to service and filing with the courthouse; oversee said service and filing; further draft receiver's factum in light of modifications to notice of motion and approval and vesting order; further compile the receiver's electronic book of authorities; report to M. Forte;	3.50	285.00	997.50
03/03/20	KP	Preparing motion record; drafting affidavit of service; drafting service email and letter serving same; correspondence with Court regarding rescheduling; preparing revised request for for rescheduling on March 10, 2020; finalizing motion record for service; serving same; preparing copies for service by courier; preparing confidential appendix brief, including unredacted report; reporting to M. Forte	6.00	250.00	1,500.00

Date	Professional	Narrative	Hours	Rate	Amount
		and J. Turgeon; arranging for filing of same with Commercial List;			
03/03/20	MJF	Engaged in dealing with various additional process issues and matters related to satisfying conditions etc.;	2.80	585.00	1,638.00
03/04/20	JT	Further compile the receiver's electronic book of authorities; review claims made against Evergreen that were recently brought to the attention of the receiver; draft letters to claimants under said claims re: stay of proceedings and availability of receivership information on receiver's website; report to Mario;	2.40	285.00	684.00
03/04/20	MJF	Engaged in dealing with various matters including interlender questions from court etc.; advising on warehousing and LL issues and other matters; advising on PPSA matters and lesser materials;	3.20	585.00	1,872.00
03/05/20	JT	Further draft letters to certain claimants re: stay of proceedings following comments from M. Forte; attend call with counsel for the Purchaser re: closing agenda and items to draft; draft letter agreement re: Purchaser's pre-payment of lease payments during post-closing access period and right of Purchaser to end post-closing access period during same; instruction to corporate clerks re: changing Evergreen's name as ordered in the approval and vesting order; numerous email exchanges regarding the above;	4.80	285.00	1,368.00
03/05/20	KP	Attendance to service of motion record on BJW Enterprises and CTL Logistics; correspondence with J. Chu and M. Forte regarding same; instructions to courier to deliver motion record packages to same address as we have confirmed BJW Enterprises is within the CTL group of companies;	0.30	250.00	75.00
03/05/20	MJF	Engaged in advising on CLT issues; drafting tank lease assignment and related documents; discussions with counsel re: closing logistics and documentation;	3.80	585.00	2,223.00
03/06/20	JT	Consider email exchanges re: closing agenda, letter agreement, CLT situation, and other matters; prepare for service of receiver's factum and brief of authorities;	0.40	285.00	114.00
03/06/20	KP	Correspondence with J. Turgeon regarding finalizing and serving Factum and Book of Authorities; forwarding precedents to J. Turgeon;	0.20	250.00	50.00
03/06/20	MJF	Engaged in discussions with CLT counsel concerning inventory issues and process and documentation; dealing with various closing issues and related documentation etc.; preparation of draft supplemental report to deal with inventory issues	3.70	585.00	2,164.50

Date	Professional	Narrative	Hours	Rate	Amount
		etc.;			
03/07/20	MJF	Engaged in discussions with counsel re: closing matters and related issues; advising on LL and lesser issues;	1.20	585.00	702.00
03/08/20	MJF	Discussions with company counsel re: process etc.; review supplement of report revisions etc.; review and revise factum etc.;	1.30	585.00	760.50
03/09/20	JT	Consider emails between parties and counsel re: upcoming hearing on motion for approval and vesting order, and the CLT situation; review and prepare factum of the receiver and receiver's supplemental report for service; serve same by email; draft letter to courier service list members, and oversee service of factum and supplemental report on courier service list; draft and swear affidavit of service; oversee filing with the courthouse of the factum and supplemental report; review draft approval and vesting order following comments by purchaser's counsel; serve new version of same on email service list; prepare documents for hearing on approval and vesting order; report to M. Forte;	3.10	285.00	883.50
03/09/20	JSM	Office conference M Forte re CIPO registrations and sample search;	0.20	560.00	112.00
03/09/20	KP	Assisting J. Turgeon with service of supplemental report and factum;	0.40	250.00	100.00
03/09/20	MJF	Engaged in various matters dealing with finalisation of Approval and Vesting Order; discussions with various counsel re: questions re: process; dealing with CLT and numerous issues;	3.60	585.00	2,106.00
03/10/20	AP	Conduct trademark search against Evergreen Consumer Brands Inc., generate registration details for Silkience, Salonselectives, Helene Curtis x2, Rose Milk, Physique, Daily Defense x2, Defense Quotidienne, Selections Salon x2, Salon Selectives x3, Get In Shape, Lavis, Salonselectives Get In Shape/Pour La Forme & Design, Hair Love, Inspire From The Makers Of Silkience & Design, Salon Selectives Colour Shield & Design, Selections Salon Colour Shield & Design, Salonselectives & Design x2 and Daily Defense & Design x2;	0.20	150.00	30.00
03/10/20	JT	Prepare for hearing for approval and vesting orders; attendance at court re: same; have issued and entered, and serve, the approval and vesting order obtained; oversee name change procedure and liaise between receiver and M. M. Co re: same;	3.40	285.00	969.00
03/10/20	KH	Review of HST election;	1.30	325.00	422.50
03/10/20	MMC	Review Approval and Vesting Order provided by Joel Turgeon, prepare Articles of Amendment re	1.30	200.00	260.00

Date	Professional	Narrative	Hours	Rate	Amount
		Evergreen Consumer Brands Inc., prepare cover letter to Ministry of Government Services and forward to Mario Forte for review and execution, email letter and Articles of Amendment to Joel Turgeon and Mario Forte;			
03/10/20	MJF	Preparation for and attendance in court to obtain Approval & Vesting Order; dealing with finalisation and revision to various closing documents; address issues with CLT counsel;	4.10	585.00	2,398.50
03/11/20	JT	Emails with receiver re: signed articles of amendment for name change; collect same at Deloitte;	0.50	285.00	142.50
03/11/20	MJF	Dealing with closing matters; further discussions with CLT and advising thereon; settlement of various closing documents and other logistical matters;	2.60	585.00	1,521.00
03/12/20	JT	Consider numerous emails with purchaser's counsel re: closing documents and related matters;	0.30	285.00	85.50
03/12/20	MJF	Engaged in pre-closing and related matters; advise re: various matters involving inventory recovery and other issues;	3.20	585.00	1,872.00
03/13/20	JT	Oversee name change procedure and review documents re: same; attend Deloitte to collect signed closing documents;	0.90	285.00	256.50
03/13/20	MJF	Finalising remaining closing materials / documentation; facilitating closing etc.	2.80	585.00	1,638.00
<b>Sub-Total Fees:</b>					95,241.00
<b>HST on Fees:</b>					12,381.33

**SUMMARY OF PROFESSIONAL SERVICES**

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Anne Palabasan	1.20	150.00	180.00
May May Co	1.50	200.00	300.00
Katie Parent	10.00	250.00	2,500.00
Joel Turgeon	47.00	285.00	13,395.00
Kelsey Horning	1.30	325.00	422.50
John McKeown	0.20	560.00	112.00
Mario Forte	133.90	585.00	78,331.50
	<u>195.10</u>		<u>95,241.00</u>

**DISBURSEMENTS**

Photocopies	60.50
Laser Copies	669.25

**DISBURSEMENTS**

		Courier	559.40
		On Corp. Fee	154.30
		OnCorp. Gov't Fee* *	56.00
03/03/2020	DS	Minister of Finance - Court filing *	320.00

**Sub-Total Disbursements:** 1,819.45  
Disbursements marked with \* indicate exempt

**HST on Disbursements:** 187.65

**TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$12,568.98 HST):** \$ **109,629.43**

**THIS IS OUR ACCOUNT HEREIN**

**GOLDMAN SLOAN NASH & HABER LLP**



Per: Mario Forte

E. & O. E.



Suite 1600  
480 University Avenue  
Toronto, Ontario  
M5G1V2

Telephone: (416) 597-9922  
Facsimile: (416) 597-3370

## Remittance Advice

Deloitte Restructuring Inc.  
Bay Adelaide Centre  
22 Adelaide St. West, Suite 200  
Toronto, ON M5H 0A9  
Canada

Attention: Paul Casey


Invoice No. 179466  
Invoice Date: March 17, 2020

Client ID: 010004  
Matter ID: 0009  
Billing Attorney: MJF

Current Billing:	109,629.43
Previous Balance:	0.00
<b>Total Amount:</b>	<b>109,629.43</b>
Amount Remitted:	\$ _____



*This is Exhibit "B" referred to  
in the Affidavit of Mario Forte  
sworn before me this 17<sup>th</sup> day of June, 2022*



---

A Commissioner for taking oaths, etc.



Suite 1600  
480 University Avenue  
Toronto, Ontario  
M5G1V2

Telephone: (416) 597-9922  
Facsimile: (416) 597-3370

**Deloitte Restructuring Inc.**  
8 Adelaide St. West, Suite 200  
Toronto, ON M5H 0A9  
Canada

**Attention: Hartley Bricks**

Billing Lawyer Mario Forte  
Invoice No. 189994  
HST # 12233 6290 RT0001  
Invoice Date May 3, 2022

**Client ID: 010004 Matter ID: 0009**

**RE: Evergreen Consumer Brands Inc.**

**FOR PROFESSIONAL SERVICES RENDERED for the period March 16, 2020 to April 28, 2022**

Date	Professional	Narrative	Hours	Rate	Amount
03/16/20	JT	Draft and sign letter to ministry of government services re: name change; oversee procedure for same, including changes due to COVID-19.;	0.20	285.00	57.00
03/23/20	MJF	Discussion and preparation of release of claims;	0.30	585.00	175.50
03/26/20	MJF	Discussion and advice concerning post closing issues;	0.50	585.00	292.50
03/27/20	MJF	Discussion and strategy for dealing with disputes involving post closing matters;	0.40	585.00	234.00
03/30/20	JT	Review email from counsel for purchaser re: ABL borrowing base disputed amounts, and related matters; review email from M. Forte re: response to same.;	0.20	285.00	57.00
04/07/20	MJF	Review trademark maintenance issues and advice;	0.30	585.00	175.50
04/16/20	MJF	Discussion concerning ongoing post closing issues with purchaser and advising thereon;	0.50	585.00	292.50
04/20/20	MJF	Review and advice on swap unwind etc.;	0.70	585.00	409.50



**ACCOUNTS ARE DUE WHEN RENDERED**

Pursuant to the Solicitor's Act interest at a rate of 3.00% per annum will be charged on amounts due, calculated commencing one month after the date of delivery of this account. Any disbursements recorded after preparation of this account will be billed at a later date.

Date	Professional	Narrative	Hours	Rate	Amount
04/22/20	MJF	Discussion with GM re: NBC swap documents etc.;	0.10	585.00	58.50
04/23/20	MJF	Engaged in review of draft report as well as advice on various lease and supplier matters;	1.10	585.00	643.50
04/24/20	MJF	Dealing with various aspects of completing motion;	0.20	585.00	117.00
04/27/20	MJF	Addressing aspects of the motion to distribute and completion of materials;	0.20	585.00	117.00
04/28/20	MJF	Dealing with filing logistics and discussion with counsel;	0.20	585.00	117.00
05/01/20	JT	Locate legal principles applicable to and precedents of distribution and approval of receiver activities orders; thoroughly review receiver's report and exhibits in support thereof in order to build compendium in support of motion re: approval of distribution and other relief; build said compendium; draft factum in support of said motion; report to M. Forte.;	2.90	285.00	826.50
05/02/20	JT	Further thoroughly review receiver's report and exhibits in support thereof in order to build compendium in support of motion re: approval of distribution and other relief; further build said compendium; further draft factum in support of said motion; report to M. Forte.;	5.50	285.00	1,567.50
05/02/20	MJF	Reviewing factum and compendium for hearing;	0.20	585.00	117.00
05/03/20	JT	Further build compendium and factum in support of motion for approval of distribution and other relief; report to M. Forte.;	0.70	285.00	199.50
05/04/20	JT	Amend factum references further to M. Forte's comments; consider draft receiver's supplemental report.;	0.30	285.00	85.50
05/04/20	MJF	Addressing comments on motion materials for zoom hearing;	0.30	585.00	175.50
05/05/20	JT	Consider emails to and from Deloitte re: amended order; amend factum to reflect changes to order sought; serve amended order and factum on the service list; draft letter to Hainey J. re: upcoming hearing, material in support of motion, and context of changes thereto; report to M. Forte.;	2.30	285.00	655.50
05/05/20	MJF	Dealing counsel's request for a change to the order etc.;	0.30	585.00	175.50
05/06/20	JT	Attend hearing re: receiver's motion for approval of distribution and other relief; draft counsel slip for said hearing; draft amended draft order; draft letter to Hainey J. re: same; report to M. Forte.;	1.00	285.00	285.00
05/06/20	MJF	Attend hearing and follow up matters;	0.40	585.00	234.00

Date	Professional	Narrative	Hours	Rate	Amount
06/10/20	MJF	Addressing and advising on adjustment dispute involving CTL inventory and related matters;	1.00	585.00	585.00
06/12/20	MJF	Addressing enquiries on ownership of vehicles;	0.10	585.00	58.50
06/16/20	MMC	Conduct VIN Search under PPSA, there are no registrations filed, email results to Mario Forte;	0.30	200.00	60.00
06/16/20	MJF	Reviewing vehicle search and reporting;	0.10	585.00	58.50
07/15/20	MJF	Discussing LL matters and preparation of a release and related advice;	0.50	585.00	292.50
10/20/21	BN	Emails from and to Mario Forte re: CRA's remedies against receiver for unpaid Part XIII tax; tax Analysis;	0.30	680.00	204.00
10/25/21	BN	Analysis re: 224(1.2);	0.50	680.00	340.00
10/26/21	BN	Communications with Mario Forte re: tax issues;	0.10	680.00	68.00
01/06/22	BN	Communications with Mario Forte re: CRA priority;	1.00	680.00	680.00
01/12/22	BN	Analysis; Email to Mario Forte;	0.30	680.00	204.00
01/13/22	BN	Discussion with Mario Forte re: disclosure to CRA;	0.10	680.00	68.00
04/28/22	MJF	Estimated work to be performed in preparing for motion to approve activities, fee approvals and attendance thereon and work required prior to discharge	4.50	595.00	2,677.50
<b>Sub-Total Fees:</b>					12,364.00
<b>HST on Fees:</b>					1,607.32

**SUMMARY OF PROFESSIONAL SERVICES**

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
May May Co	0.30	200.00	60.00
Joel Turgeon	13.10	285.00	3,733.50
Mario Forte	7.40	585.00	4,329.00
Mario Forte	4.50	595.00	2,677.50
Brian Nichols	2.30	680.00	1,564.00
	27.60		12,364.00

**DISBURSEMENTS**

	Laser Copies	106.50
	ESC Corp. Fee	20.00
	On Corp. Fee	40.58
	OnCorp. Gov't Fee* *	16.00
03/17/2020	ESC Corporate Services Ltd.; INVOICE#: L795774 -	150.00

**DISBURSEMENTS**

	Article Filing/Ontario/Amendment *	
05/02/2022	Motion Record *	320.00

**Sub-Total Disbursements:** 653.08  
Disbursements marked with \* indicate exempt

**HST on Disbursements:** 21.72

**TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$1,629.04 HST):** \$ 14,646.12

**THIS IS OUR ACCOUNT HEREIN**

**GOLDMAN SLOAN NASH & HABER LLP**



Per: Mario Forte

E. & O. E.



Suite 1600  
 480 University Avenue  
 Toronto, Ontario  
 M5G1V2

Telephone: (416) 597-9922  
 Facsimile: (416) 597-3370

**Remittance Advice**

Deloitte Restructuring Inc.  
 Bay Adelaide Centre  
 22 Adelaide St. West, Suite 200  
 Toronto, ON M5H 0A9  
 Canada

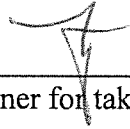
Attention: Paul Casey

Invoice No: 189994  
 Invoice Date: May 3, 2022

Client ID: 010004  
 Matter ID: 0009  
 Billing Attorney: MJF

Current Billing:	14,646.12
Previous Balance:	15.00
<b>Total Amount:</b>	<b>14,661.12</b>
Amount Remitted:	\$ _____

*This is **Exhibit "C"** referred to  
in the Affidavit of Mario Forte  
sworn before me this 17<sup>th</sup> day of June, 2022*



A Commissioner for taking oaths, etc.

**Summary of Invoices of  
Goldman Sloan Nash & Haber LLP  
for the period January 30, 2020 to May 2, 2022**

Invoice No	Fees	Disbursements	HST	Hours	Average Rate	Total
<b>179466</b> (30 Jan 20 to 13 Mar 20)	\$95,241.00	\$1,819.45	\$12,568.98	195.10	\$336.43	\$109,629.43
<b>189994</b> (16 Mar 20 to 2 May 22)	\$12,364.00	\$653.08	\$1,629.04	27.60	\$469.00	\$14,646.12
<b>Total</b>	<b>\$107,605.00</b>	<b>\$2,472.53</b>	<b>\$14,198.02</b>	<b>222.70</b>		<b>\$124,275.55</b>

NATIONAL BANK OF CANADA

- and -

EVERGREEN CONSUMER BRANDS INC.

Court File No. CV-20-00636080-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced TORONTO**

**AFFIDAVIT OF MARIO J. FORTE**  
(Sworn June 17, 2022) *ML*

*2022*

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver



# TAB 3

Court File No.: CV-20-00636080-00CL

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

THE HONOURABLE M\_ ) MONDAY, THE 4<sup>TH</sup>  
JUSTICE \_\_\_\_\_ ) DAY OF JULY, 2022

**BETWEEN:**

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**DISCHARGE ORDER**

**THIS MOTION** by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the Court appointed receiver (the “**Receiver**”) of the undertaking, property and assets of the Respondent, for the orders herein was heard this day at 330 University Avenue, Toronto.

**ON READING** the Third Report of the Receiver dated June 17, 2022 (the “**Third Report**”), the fee affidavits (together, the “**Fee Affidavits**”) of Mr. Hartley Bricks for Deloitte and Mr. Mario Forte for the Receiver’s lawyers, Goldman Sloan Nash & Haber LLP (“**GSNH**”), and on hearing the submissions of counsel for the Receiver, HSBC Bank Canada and the respondent no one else appearing although served as evidenced by the affidavit of service of Devka Sakhrani, sworn June 21, 2022, filed:

1. **THIS COURT ORDERS** that the time and methods for service and filing of the notice of motion, the motion record and the Third Report are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the activities of the Receiver, as set out in the Third Report, are hereby approved.
  3. **THIS COURT ORDERS** that the fees, costs and expenses of the Receiver and GSNH, as set out in the Third Report and the Fee Affidavits, and the fee estimates of each of the Receiver and GSNH are hereby approved, and that the Receiver is hereby authorized to pay the same from the available funds.
  4. **THIS COURT ORDERS** that upon completion of the Remaining Duties, as defined in the Third Report, and upon payment of its and its counsel's fees, costs and expenses incurred to complete the administration of the receivership as contemplated in respect of which no further approval shall be required, and effective upon the Receiver filing a certificate of completion substantially in the form of Schedule "A" hereto certifying that it has completed administration of the receivership, Deloitte shall be discharged as Receiver of the undertaking, property and assets of the Respondent, provided however that pending the filing of such certificate (a) Deloitte shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein, and (b) the Receiver shall continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.
  5. **THIS COURT ORDERS AND DECLARES** that Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.
-

**SCHEDULE "A"**  
**CERTIFICATE OF COMPLETION**

*(See attached)*

Court File No.: CV-20-00636080-00CL

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

BETWEEN:

**NATIONAL BANK OF CANADA**  
Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

**RECEIVER'S CERTIFICATE OF COMPLETION**

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated February 13, 2020, Deloitte Restructuring Inc. (“**Deloitte**”) was appointed Receiver (the “**Receiver**”), without security, of all of the assets, undertakings and property of the Respondent.
2. Pursuant to an Order of the Court dated July 4, 2022 (the “**Discharge Order**”), Deloitte was discharged as Receiver of the Respondent, with such discharge to be effective upon the filing by the Receiver of a Certificate with this Court certifying that all matters to be attended to in connection with the receivership as set out in the Third Report of the Receiver dated June 17, 2022 (the “**Third Report**”) have been completed to the satisfaction of the Receiver.

**THE RECEIVER HEREBY CERTIFIES** that all matters to be attended to in connection with the receivership as set out in the Third Report have been completed to the satisfaction of the Receiver.

**DATED** at Toronto, this \_\_\_ day of July 2022.

**DELOITTE RESTRUCTURING INC.**, solely in its capacity as the Court-appointed Receiver of the undertakings, property and assets of **EVERGREEN CONSUMER BRANDS INC.**, with no personal or corporate liability

Per:

---

**NATIONAL BANK OF CANADA**

**- and -**

**EVERGREEN CONSUMER BRANDS INC.**

Court File No. CV-20-00636080-00CL

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

**Proceeding commenced TORONTO**

**DISCHARGE ORDER**

**GOLDMAN SLOAN NASH & HABER LLP**

480 University Avenue, Suite 1600

Toronto ON M5G 1V2

Fax: 416-597-3370

**Mario Forte** (LSO #27293F)

Tel: 416-597-6477

Email: forte@gsnh.com

Lawyers for the Receiver

# TAB 4

Court File No. CV-20-00636080-00CL

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

**IN THE MATTER OF SECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT AND SECTION 101  
OF THE COURTS OF JUSTICE ACT**

**B E T W E E N:**

**NATIONAL BANK OF CANADA**

Applicant

- and -

**EVERGREEN CONSUMER BRANDS INC.**

Respondent

---

**SERVICE LIST**

---

<p><b>THORNTON GROUT FINNIGAN LLP</b> TD West Tower, Toronto-Dominion Centre 100 Wellington St. West, Suite 3200 Toronto, ON M5K 1K7 Fax: (416) 304-1313</p> <p><b>Grant B. Moffat</b> Tel: (416) 304-0599 Email: <a href="mailto:gmoffat@tgf.ca">gmoffat@tgf.ca</a></p> <p><b>Alexander Soutter</b> Tel: (416) 304-0595 Email: <a href="mailto:asoutter@tgf.ca">asoutter@tgf.ca</a></p> <p>Lawyers for the Applicant, National Bank of Canada</p>	<p><b>DELOITTE RESTRUCTURING INC.</b> Bay Adelaide East 8 Adelaide St. West Toronto, ON M5H 0A9</p> <p><b>Hartley Bricks</b> Tel: (416) 601-6150 Email: <a href="mailto:hbricks@deloitte.ca">hbricks@deloitte.ca</a></p> <p><b>Stacey Greenbaum</b> Tel: (416) 874-4320 Email: <a href="mailto:sgreenbaum@deloitte.ca">sgreenbaum@deloitte.ca</a></p> <p>Receiver</p>
--	---



<p><b>GOLDMAN SLOAN NASH &amp; HABER LLP</b> 480 University Ave., Suite 1600 Toronto, ON M5G 1V2</p> <p><b>Mario Forte</b> Tel: (416) 597-6477 Email: <a href="mailto:forte@gsnh.com">forte@gsnh.com</a></p> <p><b>Joel Turgeon</b> Email: <a href="mailto:turgeon@gsnh.com">turgeon@gsnh.com</a></p> <p>Counsel for the Receiver</p>	<p><b>CHAITONS LLP</b> 5000 Yonge Street, 10<sup>th</sup> Floor Toronto, ON M2N 7E9</p> <p><b>Harvey Chaiton</b> Tel: (416) 218-1129 Fax: (416) 218-1849 Email: <a href="mailto:harvey@chaitons.com">harvey@chaitons.com</a></p> <p><b>George Benchetrit</b> Tel: (416) 218-1141 Email: <a href="mailto:george@chaitons.com">george@chaitons.com</a></p> <p>Lawyers for the Respondent, Evergreen Consumer Brands Inc.</p>
<p><b>FWCU CAPITAL CORP.</b> 6470-201 Street Langley, BC V2Y 2X4</p> <p><b>Sarah Lloyd</b></p> <p>Email: <a href="mailto:SLloyd@firstwestcapital.ca">SLloyd@firstwestcapital.ca</a></p>	<p><b>CASSELS BROCK &amp; BLACKWELL LLP</b> Suite 2100, Scotia Plaza 40 King Street West Toronto, ON M5H 3C2 Fax: (416) 640-3144</p> <p><b>Jane Dietrich</b> Tel: (416) 860-5223 Email: <a href="mailto:jdietrich@cassels.com">jdietrich@cassels.com</a></p> <p>Lawyers for FWCU Capital Corp.</p>
<p><b>LYNNE AND BRUCE FRIEDMAN FAMILY TRUST</b> 2401 Kanan Road Agoura Hills, CA 91301 United States of America</p> <p><b>Bruce Friedman</b> Email: <a href="mailto:bfriedman.ecb@gmail.com">bfriedman.ecb@gmail.com</a></p>	<p><b>IMMEL HOLDINGS, LLC</b> 100 Delta Park Blvd., Unit 1 Brampton, ON L6T 5E7</p> <p><b>Steve Immel</b> Email: <a href="mailto:steveimmelcfc@gmail.com">steveimmelcfc@gmail.com</a></p>

<p><b>LEC CUSTOM PRODUCTS, INC.</b> 7 Kenview Boulevard Brampton, ON L6T 5G5</p> <p><b>Jeremy Willard</b> Email: <a href="mailto:jwillard@lecind.com">jwillard@lecind.com</a></p>	<p><b>MCCARTHY TETRAULT LLP</b> TD BANK TOWER 66 Wellington St. West, Suite 5300, Box 48 Toronto, ON M5K 1E6</p> <p><b>Jamey Gage</b> Email: <a href="mailto:jgage@mccarthy.ca">jgage@mccarthy.ca</a></p> <p><b>Trevor Courtis</b> Email: <a href="mailto:tcourtis@mccarthy.ca">tcourtis@mccarthy.ca</a></p> <p>Lawyers for LEC Custom Products, Inc.</p>
<p><b>ESSA LOGISTICS, LLC</b> 145 Gruner Road Buffalo, NY 14227</p> <p><b>John Soos</b> Email: <a href="mailto:john.soos@goessa.com">john.soos@goessa.com</a></p>	<p><b>DREAM UNLIMITED CORP.</b> 30 Adelaide Street East, Suite 301 Toronto, ON M5C 3H1</p> <p><b>Sean Melzack</b> Email: <a href="mailto:SMelzack@dream.ca">SMelzack@dream.ca</a></p>
<p><b>LAUB INTERNATIONAL INC.</b> 1051 Clinton Street Buffalo, NY 14206</p> <p><b>Matthew Dusel</b> Email: <a href="mailto:mdusel@laubinternational.com">mdusel@laubinternational.com</a></p>	<p><b>HYBRID LOGISTICS INC.</b> 120 Walker Drive Brampton, ON L6T 4G9</p> <p><b>Arshia Halsall</b> Email: <a href="mailto:arshia@hybridlogistics.ca">arshia@hybridlogistics.ca</a></p>
<p><b>DECO LABELS AND PACKAGING INC.</b> 28 Greensboro Drive Toronto, ON M9W 1E1</p> <p><b>Henry Cai</b> Email: <a href="mailto:HenryC@decolabels.com">HenryC@decolabels.com</a></p>	<p><b>FORTE LABELS &amp; SHRINK SLEEVES INC.</b> 77 Courtland Avenue Concord, ON L4K 5A9</p> <p><b>Glenn Shaw</b> Email: <a href="mailto:glenn@fortelabels.com">glenn@fortelabels.com</a></p>
<p><b>BRANDS INTERNATIONAL CORP.</b> 594 Newpark Boulevard Newmarket, ON L3X 2S2</p> <p><b>Mark Rubinoff</b> Email: <a href="mailto:markrubinoff@rogers.com">markrubinoff@rogers.com</a></p>	<p><b>SJM LOGISTICS, LLC</b> 32 Maryl Drive Lowell, MA 01852</p> <p><b>Jay Bernstein</b> Email: <a href="mailto:jay@key.ca">jay@key.ca</a></p>

<p><b>PERFLEX LABELS INC.</b> 124 Milner Ave. Unit 5 Toronto, ON M1S 3R2</p> <p><b>Frank Rovito</b> Email: <a href="mailto:FRovito@perflexlabel.com">FRovito@perflexlabel.com</a></p>	<p><b>TOTAL BODY CARE INC.</b> 120A Van Kirk Drive, Brampton, ON L7A 1B1</p> <p><b>Ekta Dave</b> Email: <a href="mailto:ekta@totalbodycare.ca">ekta@totalbodycare.ca</a></p>
<p><b>IMPACT PLASTIC CONTAINERS, LTD.</b> 2380 Drew Road Mississauga, ON L58 1B8</p> <p><b>Pooja Kharbanda</b> Email: <a href="mailto:poojak@impactplasticcontainers.com">poojak@impactplasticcontainers.com</a></p>	<p><b>SIGAN INDUSTRIES GROUP</b> 296 Orenda Road Brampton, ON L6T 4X6</p> <p><b>Dean Gangbar</b> Email: <a href="mailto:dean@siganindustries.com">dean@siganindustries.com</a></p>
<p><b>FERCAP HOLDINGS INC.</b> 91 Delta Park Boulevard, Unit 4 Brampton, ON L6P 5E7</p> <p><b>Silvana Rocchetti</b> Email: <a href="mailto:silv@samfercap.com">silv@samfercap.com</a></p>	<p><b>NORTH WEST INTERNATIONAL INSURANCE BROKERS LTD.</b> 1000-355 Burrard Street Vancouver, BC V6C 2G8</p> <p><b>Fabian Hope</b> Email: <a href="mailto:fhope@nwiiib.com">fhope@nwiiib.com</a></p>
<p><b>MINISTRY OF FINANCE (ONTARIO)</b> Legal Services Branch 33 King Street West, 6th Floor Oshawa, ON L1H 8H5</p> <p><b>Steven Groeneveld, Counsel</b> Tel: 905-431-8380 Email: <a href="mailto:steven.groeneveld@ontario.ca">steven.groeneveld@ontario.ca</a></p> <p><b>Leslie Crawford, Law Clerk</b> Cell: 365-688-7756 Email: <a href="mailto:Leslie.crawford@ontario.ca">Leslie.crawford@ontario.ca</a></p>	<p><b>ATTORNEY GENERAL OF CANADA</b> <b>Department of Justice Canada</b> <b>Ontario Regional Office, Tax Law Section</b> 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1</p> <p><b>Diane Winters</b> Tel: 647.256.7459 Email: <a href="mailto:diane.winters@justice.gc.ca">diane.winters@justice.gc.ca</a></p>

## Email Service List

gmoffat@tgf.ca; asoutter@tgf.ca; hbricks@deloitte.ca; sgreenbaum@deloitte.ca;  
harvey@chaitons.com; george@chaitons.com; SLloyd@firstwestcapital.ca;  
jdietrich@cassels.com; steveimmelcfc@gmail.com; steven.groeneveld@ontario.ca;  
Leslie.crawford@ontario.ca; bfriedman.ecb@gmail.com; diane.winters@justice.gc.ca;  
jwillard@lecind.com; jgage@mccarthy.ca; tcourtis@mccarthy.ca; john.soos@goessa.com;  
SMelzack@dream.ca; mdusel@laubinternational.com; arshia@hybridlogistics.ca;  
HenryC@decolabels.com; glenn@fortelabels.com; markrubinoff@rogers.com; jay@key.ca;  
FRovito@perflexlabel.com; ekta@totalbodycare.ca; poojak@impactplasticcontainers.com;  
silv@samfercap.com; dean@siganindustries.com; fhope@nwiib.com; forte@gsnh.com

**NATIONAL BANK OF CANADA**

- and-

**EVERGREEN CONSUMER BRANDS INC.**

Court File No. CV-20-00636080-00CL

---

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**Proceeding commenced TORONTO**

---

**MOTION RECORD  
(Returnable July 4, 2022)**

---

**GOLDMAN SLOAN NASH & HABER LLP**  
480 University Avenue, Suite 1600  
Toronto ON M5G 1V2  
Fax: 416-597-3370

**Mario Forte (LSO #27293F)**  
Tel: 416-597-6477  
Email: forte@gsnh.com

Lawyers for the Receiver