

Court File No.: CV-17-588349-00CL

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

HSBC BANK CANADA

Applicant

-and-

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**MOTION RECORD
(Approval and Vesting Order and Other Relief)
(returnable May 25, 2018)**

DATE: May 18, 2018

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
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HSBC BANK CANADA

Applicant

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Respondent

**NOTICE OF MOTION
(Approval and Vesting Order and Other Relief)
(returnable May 25, 2018)**

Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as receiver (the “**Receiver**”) of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (“**Blue Goose**” or the “**Debtor**”), will make a motion to a Judge presiding over the Commercial List at 330 University Avenue, Toronto, Ontario, on **Friday, May 25, 2018, at 10:00 a.m.** or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR AN ORDER:

1. Abridging the time for service of the notice of motion and motion record and validating the service of such motion materials
2. Approving the sale transaction contemplated by an asset purchase agreement (the “**APA**”) between the Receiver, as vendor, and Export Packers Company Ltd., as purchaser (“**Export**” or the “**Purchaser**”) dated May 2018;
3. Vesting the Receiver’s and the Debtor’s rights, title and interest in the Purchased Assets

(as defined in the APA) upon delivery of the Receiver's certificate to the Purchaser;

4. Sealing for a limited time the unredacted APA until the completion of the transaction contemplated herein;
5. Permitting the Receiver at its discretion and upon receiving the consent of HSBC Canada to make an assignment into bankruptcy or to file a proposal on behalf of the Debtor and appointing Deloitte Restructuring Inc. as the trustee in bankruptcy or proposed trustee, as the case may be;
6. Permitting the trustee in bankruptcy to rely on the security opinion delivered by counsel to the Receiver in this proceeding;
7. Declaring that the trustee in bankruptcy is not in occupation of the Leased Premises (as defined in the second report of the Receiver (the "**Second Report**"));
8. Approving the activities of the Receiver to date and the Receiver's R&D (defined below), through to May 4, 2018;
9. Approving the professional fees and disbursements of the Receiver and its independent legal counsel;
10. Authorizing the Receiver to pay such fees and disbursements from available funds; and
11. Such further and other relief as this Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

Background

1. On December 21, 2017, Deloitte was appointed Receiver of all the assets, undertakings and properties of Blue Goose acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "**Property**"), by way of an order of the Ontario Superior Court of Justice (the "**Appointment Order**");

2. On December 14, 2017, prior to the date of the Appointment Order, the Debtor was subject to an interim receivership proceeding and Deloitte was appointed as interim receiver (the “**Interim Receiver**”) with such appointment being terminated upon Deloitte’s appointment as Receiver;

3. The Appointment Order authorizes the Receiver to, among other things:

- a. take possession of, and exercise control of the Property and any and all proceeds, receipts and disbursements, arising out of or from, the Property; and
- b. sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:
 - i. without the approval of the Court in respect to any transaction not exceeding \$250,000, provided the aggregate consideration for all such transactions does not exceed \$500,000; and
 - ii. with the approval of the Court in respect of any transaction exceeding \$500,000;

MOBILE AUCTION

4. As reported in the first report of the Receiver, dated April 5, 2018 (the “**First Report**”), the Receiver entered into an auction agreement with Platinum Asset Services Inc. (“**Platinum**”) for the purposes of liquidating certain mobile equipment owned by Blue Goose;

5. The auction was concluded on April 11, 2018 and the proceeds to Blue Goose, net of Platinum’s expenses and commission, totaled approximately \$395,000 and were received by May 3, 2018;

6. Certain assets where were not sold as part of the auction will be liquidated by Platinum separately, in due course;

THE PROPOSED SALE

7. A significant portion of the Debtor's offsite inventory (inventory not damaged as part of the Fire) is unprocessed whole turkeys, which comprise of approximately 685,000 kilograms of product (the "**Whole Turkeys**");
8. The prospective purchaser, Export, has purchased other products from the Receiver and as a result, became aware of the opportunity to purchase the Whole Turkeys and in addition, the entirety of the Receiver's interest in approximately 75,000 kilograms of turkey drumsticks (the "**Drumsticks**") and together with the Whole Turkeys, the "**Export Lot**");
9. The significant terms of the transaction are:
 - a. Export will purchase the Export Lot on an "as is, where is" basis;
 - b. a per kilogram price will be paid for each of the Drumsticks and Whole Turkeys;
and
 - c. Export will take over and pay for the storage of the Export Lot at each off-site cold storage facilities as of June 1, 2018;
10. HSBC Bank Canada, the senior secured creditor, supports the proposed sale of the Export Lot;
11. Given the commercial sensitivity, the financial details of the sale are contained in the confidential appendix "A" to the Second Report, however, a redacted APA will be served upon the Service List;
12. As the Receiver is undertaking a transaction outside of the authorized limits for transactions not requiring Court approved, an order is being sought herein approving such transaction;

RECEIPTS AND DISBURSEMENTS

13. As set out in the updated statement of receipts and disbursements (“**R&D**”), the Receiver has received \$1,863,328, which includes advances to the estate from HSBC Bank Canada of \$472,928 and disbursed \$844,428, leaving a surplus of \$1,018,900;

14. Pursuant to the Order granted by this Court on April 13, 2018, such borrowings will be repaid in the coming weeks;

15. The total fees of the Receiver during the period from February 21, 2018 to March 20, 2018 is \$83,070;

16. The total insurance advisory fees incurred by the Receiver during the period from February 9, 2018 to April 2, 2018 for services provided by Deloitte’s Insurance Advisory practice is \$61,934;

17. The total legal fees incurred by the Receiver during the period from March 28, 2018 to May 2, 2018 for services provided by GSNH is \$10,336;

AUTHORITY TO MAKE AN ASSIGNMENT IN BANKRUPTCY ETC.

18. Despite the realization of proceeds from the sale of Blue Goose's assets and the expected collection of Blue Goose’s remaining outstanding receivables: (i) the Secured Lender and other secured or priority creditors will continue to suffer a shortfall in the realization of its debt and security; and (ii) Blue Goose will have accrued and unpaid unsecured obligation totaling approximately \$23.4 million that it will not be able to satisfy;

19. Deloitte Restructuring Inc. has agreed to act as trustee in bankruptcy or proposal trustee of Blue Goose provided that it receives funding for such administrations as there will be no

remaining assets available to settle the claims of the unsecured creditors of Blue Goose;

20. To fund these fees, HSBC has agreed subject to providing its consent to the bankruptcy alternatives to permit the Receiver to transfer to the trustee in bankruptcy or proposal trustee, as the case may be, such amounts as may be required to fund Blue Goose's bankruptcy estate or proposal proceeding from the receivership proceeds eligible to be distributed to HSBC by the Receiver should it be desirable to pursue either of these alternatives;

21. A bankruptcy of Blue Goose may be desirable to effect the orderly wind down of Blue Goose's affairs, while a proposal may be available to explore the realization of additional assets, such as tax losses;

22. Owing to the circumstances of this case, there has been no occupation of the leased premises by the Receiver throughout its efforts to liquidate various assets located on site;

23. Justice Wilton-Siegel made an endorsement accompanying the Receivership Order made December 21, 2017 (the "**Endorsement**") with the agreement of the parties that should the landlord of the leased premises wish to assert a claim for, among other things, occupation rent against the Receiver, it was to so advise by January 5, 2018;

24. The landlord declined to assert such a claim;

25. As the trustee in bankruptcy would have even less connection with the utilization of the premises and hence its occupation than the Receiver, it too should be entitled to the benefit of the Endorsement;

GENERAL

26. Rules 1.04(1), 1.04(2), 2.03, 37 and 60.02(1)(d) of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194.

27. The inherent and equitable jurisdiction of this court; and

28. Such further and other grounds as counsel may advise and this Court may permit.

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

- 29. The Second Report of the Receiver, and the appendices attached thereto;
- 30. The First Report of the Receiver (without appendices);
- 31. Order of Justice Wilton-Seigal dated December 21, 2017
- 32. Endorsement of Justice Wilton-Seigal dated December 21, 2017
- 33. Such further and other evidence as counsel may advise and this Court may permit.

DATE: May 18, 2018

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TO: THE SERVICE LIST

HSBC BANK CANADA and BLUE GOOSE PURE FOODS LTD.
O/A TENDER CHOICE FOODS

Court File No.: CV-17-588349-00CL

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced TORONTO

**NOTICE OF MOTION
(Approval and Vesting Order)
(returnable May 25, 2018)**

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TAB 2

Court File No. CV-17-588349-00CL

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**FIRST REPORT OF THE RECEIVER
DATED APRIL 5, 2018**

INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated December 21, 2017 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (“**Blue Goose**” or the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the “**Property**”). A copy of the Appointment Order is attached hereto as Appendix “**A**”.

2. The Debtor is a corporation formed pursuant to the *Canada Business Corporations Act* that processed turkey, chicken and fowl, among other carcasses, for sale to its customers in the food industry. The Debtor operated out of leased premises containing office space and a manufacturing facility comprising an area of approximately 225,000 square feet located at 4480 Paletta Court, Burlington, Ontario (the “**Leased Premises**”). The Debtor’s principal assets were machinery and equipment used in the processing of animal carcasses, inventory and accounts receivable. Blue Goose, a private company, is indirectly owned by Dundee Corporation (“**Dundee**”), a publicly traded entity with offices in Toronto, Ontario.

- 3. On December 14, 2017, prior to the date of the Appointment Order, the Debtor was subject to an interim receivership proceeding. Deloitte was appointed as interim receiver (the "Interim Receiver") with such appointment being terminated upon Deloitte's appointment as Receiver in accordance with the Order appointing Deloitte as Interim Receiver.
- 4. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver was authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:
 - (a) without the approval of the 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
 - (b) with the approval of the Court in respect of any transaction exceeding \$500,000.
- 5. The Appointment Order, together with related Court documents, the Notice to Creditors issued pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (the "BIA") and this First Report (as defined herein) are posted on the Receiver's website at www.insolvencies.deloitte.ca/en-ca/BlueGooseTenderChoice.
- 6. The purpose of this first report of the Receiver (the "First Report") is to:
 - (a) Provide the Court with an update in respect of the activities of the Receiver since its appointment;
 - (b) Seek relief from the Court in respect of a Debtor asset formerly located on the premises of Mack Sales & Service of Stoney Creek Ltd. o/a Vision Truck Group ("Vision") but which has been moved to an undisclosed location by Vision without the Receiver's knowledge or consent;
 - (c) Provide the Court with the results of the security opinion rendered to the Receiver by its counsel, Goldman Sloan Nash & Haber LLP ("GSNH"), in respect of HSBC Bank Canada's ("HSBC" or the "Bank") security and, based on such opinion, seek

the Court's approval to make distributions to the Bank on account of its security interest as funds are received by the Receiver;

- (d) Seek the Court's approval for certain amounts borrowed from the Bank, *nunc pro tunc*;
- (e) Seek approval of the Interim Receiver's activities, including its professional fees and costs related thereto; and
- (f) Seek approval of the Receiver's activities to date, including its professional fees and costs related thereto.

TERMS OF REFERENCE

7. In preparing this First Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with former management of the Debtor ("**Management**"), and information from third-party sources (collectively, the "**Information**"). Except as described in this First Report:

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

- 8. Unless otherwise stated, all dollar amounts contained in the First Report are expressed in Canadian dollars.
- 9. Unless otherwise provided, all other capitalized terms not otherwise defined in this First Report are as defined in the Appointment Order.

BACKGROUND AND FIRE AT THE PREMISES

- 10. Prior to its acquisition by Dundee, the business operating out of the Leased Premises was owned and managed by affiliated companies and members of the Paletta family of Burlington, Ontario, whom the Receiver understands have multiple business interests including food processing, real estate and construction, and media and entertainment. According to the website of Paletta International Corporation ("PIC"), PIC was founded in 1951 by Pasquale (Pat) Paletta and operated with significant involvement of the other Paletta family members. The Receiver understands that the Paletta family operated the Tender Choice Foods business at the current site since the 1960s until such time as it was sold as discussed below.
- 11. Pursuant to the Asset Purchase Agreement effective as of September 1, 2016 (the "APA"), the Debtor purchased the business of Tender Choice Foods from the Paletta-controlled entities. After the purchase of the business, the Debtor engaged certain members of the Paletta family to assist senior management with various capacities of the business.
- 12. Blue Goose, in its current form, began operations on October 17, 2016. Blue Goose, as purchaser, financed the purchase price pursuant to the APA with a mixture of debt and equity, with the equity being provided by a related Dundee entity and the senior secured

debt financed by the Bank. The current indebtedness to HSBC as of the date of this First Report is approximately \$34 million.

13. Pursuant to the APA, Blue Goose acquired all of the assets formerly used in the business of Tender Choice Foods Inc. and Tender Choice Foods (2016) Inc. (together, the "Vendors"), including all fixtures of the building related to the operation of such business. Although the Debtor acquired all of the personal property of the Vendors, it did not acquire an ownership interest in the Leased Premises. In order to retain use of the Leased Premises, a lease agreement dated October 17, 2016 (the "Lease") was executed between the 2519459 Ontario Inc. ("251 Ontario"), as lessee, and Paletta Bros. Four Limited as landlord (the "Landlord"). The Receiver has been advised that the Landlord is the agent of Penta Properties Inc. ("Penta"), which is the beneficial owner of the Leased Premises.
14. The Lease was subsequently assigned to the Debtor by 251 Ontario on October 17, 2016 by way of a Consent to Assignment of Lease agreed between the Landlord, 251 Ontario, the Debtor and Blue Goose Capital Corp. Blue Goose Capital Corp. is the parent company of the Debtor. The Lease has an initial term of ten years.
15. The Leased Premises contain a number of discrete areas. In addition to the area containing the food processing equipment, there were two separate office areas. One was used by the Debtor for its administrative staff with the other being retained by the Landlord for its own use, which was contemplated by the Lease. Such retained area approximated 10,000 square feet of office space. The Lease contemplated that the Debtor would pay rent to the Landlord and certain entities related to the Landlord, would, in turn, pay for the retained

office space, although no rental amount was ever formally agreed by the parties after the one year rent-free period set out in the Lease.

16. At the time of closing of the APA, the Debtor took over operations and carried on business in the normal course, subject to regulatory oversight typical for the food processing industry. Given that its food products are processed for human and animal consumption, the Debtor was subject to the supervision of the Canadian Food Inspection Agency (“CFIA”). The CFIA oversees food production in Canada and, according to its website, is “dedicated to safeguarding food, animals and plants, which enhances the health and well-being of Canada’s people, environment and economy”.
17. Pursuant to its mandate, the CFIA has the ability to inspect food processing operations and, if necessary, to issue corrective action requests (“CARs”) which set out certain actions that must be undertaken by licensed facilities. As a result of a number of CARs issued to the Debtor, operations at the Leased Premises were suspended by the CFIA on November 10, 2017 (the “Suspension”), with the effect of such Suspension limiting the Debtor’s ability to process and ship product to customers from the Leased Premises. The CARs required, among other things, that the Debtor undertake a number of improvements to the Leased Premises prior to the operational suspension being lifted.
18. Immediately following the Suspension, the Debtor commenced significant repair and maintenance activities within the Leased Premises. Such activities included, but were not limited to, the following:
 - (a) Replacing sprinkler systems in production areas;
 - (b) Repairing portions of walls and doors;

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- (c) Fixing cracks in floors and regrading floors to minimize water collection;
 - (d) Upgrading employee changing areas; and
 - (e) Re-tiling certain floors and walls.
19. During the period from the date of the Suspension to December 6, 2017, approximately \$1.3 million was spent on repairs to the Leased Premises. Such costs represent amounts paid to contractors and employees, which amount includes payroll of approximately \$431,000 paid in the normal course as certain employees were assisting with the plant remediation efforts.
20. In addition to the plant remediation costs noted above, approximately \$1.9 million was paid to settle the outstanding accounts payable to the Debtor's meat suppliers in anticipation of Blue Goose resuming operations, which was planned for mid-December, 2017. This date was dependent on the CFIA's approval of the remediation efforts as contemplated in the CARs.
21. The plant rehabilitation continued from November 10, 2017 until December 6, 2017, on which date a large fire consumed a portion of the Leased Premises (the "Fire"). Thankfully, there were no injuries to any of the employees, contractors or other personnel who were present at the Leased Premises at the time of the Fire.
22. The Debtor's insurance brokers and insurance company, Everest Insurance (the "Insurer"), were notified and an adjuster, ClaimsPro (the "Adjuster"), was appointed to manage the Debtor's claims (the "Claim") arising from the Fire. Management had carriage of the Claim until the Receiver's appointment. Since December 14, 2017, the Receiver has been in regular contact with the Adjuster in respect of the Claim.

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23. As a result of the Fire, approximately 25% of the "footprint" of the Leased Premises was significantly damaged. Given the extent of this damage, a partial demolition of the Leased Premises has occurred and is currently ongoing.
24. Although the Receiver has been granted very limited, supervised access to the Leased Premises, safety issues arising from the extent of the demolition has prevented the Receiver from having access to many areas of the facility. In addition, the Leased Premises have been without heat, light, power and other utilities since the date of the Fire (i.e. December 6, 2017), rendering the Leased Premises unusable. The Receiver has not been provided a firm date by which time power and utilities will be restored to the Leased Premises and when safe access will be permitted by the supervising engineer in charge of the site. However, the Receiver has been advised that access may be available this month should certain demolition and stabilization efforts be completed by that time.
25. As a result of the Fire and the resulting loss of power over this extended period of time, the frozen inventories of the Debtor situate in the freezers and certain trailers at the Leased Premises were deemed to be a total loss. While much of the inventory is still frozen, there is a noticeable odour of ammonia within the large storage freezers due to damage to the refrigeration systems caused by the Fire, rendering the inventory unfit for sale or consumption. The Adjuster is currently assessing the most cost-effective manner to dispose of the spoiled inventory given relevant timelines by which such work must be completed.
26. Given that only limited access to the Leased Premises has been permitted to date, the Receiver has not been able to inspect and catalog the Debtor's processing equipment to

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ascertain damage from the Fire. The Receiver is hopeful that it will be able to undertake such inspection in the near future.

27. Following this inspection, the Receiver will determine an appropriate realization plan for the processing equipment, office furniture and other assets within the Leased Premises.

Matters related to the Lease

28. Pursuant to paragraph 6 of the Appointment Order, the Receiver is not required to pay occupation rent on the Leased Premises without further Order of the Court. However, the Receiver is permitted to have unrestricted access to any property of the Debtor contained within the Leased Premises.
29. As set out above, the Landlord subleases certain office space from the Debtor within the Leased Premises. As part of the Lease, the Landlord has the ability to disclaim the lease if the building becomes uninhabitable or otherwise unusable for a period in excess of six months.
30. On January 16, 2018, Angelo Paletta, a principal of Penta, emailed the Receiver and enclosed a copy of a letter from Lanhack Consultants Inc. ("Lanhack") addressed to Penta (the "Lanhack Letter"). The Lanhack Letter was dated January 5, 2018 and sets out Lanhack's opinion with respect to the extent of remediation that would need to be done to the Leased Premises in order to repair it to its original state and make the Leased Premises suitable for its intended purpose. Lanhack is of the view that such remediation work would take in excess of 180 days. Mr. Paletta's email refers to "Lease 12(c)". There is similar language in paragraph 12.1(c) of the Lease, which provides that:

“If, in the opinion of the Architect, such opinion to be given to the Landlord within thirty (30) days of the date of such damage, the Demised Premises cannot be repaired or made fit for occupancy...within one hundred and eighty days (180 days) from the date of such damage..., then either the Landlord or Tenant may, by written notice of the other party given within thirty (30) days of receipt of such opinion of the Architect, elect to terminate this Lease, in which case Rent shall cease and be adjusted as of the date of such damage and the Tenant shall forthwith vacate the Demised Premises and surrender same to the Landlord”.

- 31. Legal counsel to the Paletta family has advised the Receiver that the effect of the Lanhack Letter is that rent payments that would otherwise be owed by the Debtor are now abated.

RECEIVER’S ACTIONS TO SAFEGUARD ASSETS AND STATUTORY DUTIES

- 32. Before the demolition work commenced at the Leased Premises, the Receiver attended at the Debtor’s office to secure records and to move them to an off-site location. The Receiver also retrieved four servers from Dundee’s premises, which were being stored there temporarily after the Fire.
- 33. Records retained by the Receiver include physical accounting records, various tax returns, computers and servers, and other information relevant to the business. The Receiver also arranged for the secure back-up of the Debtor’s computer records for record retention purposes.
- 34. Upon appointment, the Receiver notified the Insurer and the Adjuster of the Appointment Order and the Receiver’s interest in the property of the Debtor.

35. At the Receiver's request, and given that there had been few receipts available to the Receiver owing to the Fire and the consequences thereof, the Bank advanced funds to the Receiver on January 4, 2018 to pay the outstanding insurance premium for the balance of the premium year, which term ends September 30, 2018.
36. The Receiver has also undertaken statutory and other receivership activities including, but not limited to:
- (a) Compiling and delivering the statutory mailings and notices required of a receiver pursuant to BIA;
 - (b) Administering the provisions of the *Wage Earner Protection Program Act* ("WEPPA") as further described below;
 - (c) Setting up a website and posting documents relevant to the Debtor's receivership proceeding;
 - (d) Responding to queries from stakeholders and prospective purchasers of assets of the Debtor;
 - (e) Attending the Leased Premises when possible to view the site and to secure books, records and computer equipment;
 - (f) Moving mobile equipment to secure, off-site storage facilities;
 - (g) Discussing the Debtor's affairs with Management to understand relevant issues;
 - (h) Working with the Debtor's former Financial Controller to prepare information to support the Claim;
 - (i) Maintaining regular correspondence with the Adjuster for the purposes of advancing certain components of the Claim, including filing an interim proof of loss with respect to the on-site inventory that was lost due to the Fire;

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- (j) Meeting with officers of Dundee to understand their concerns and issues raised as it related to the Debtor's estate;
- (k) Engaging in discussions, through the Receiver's sales agent, with parties potentially interested in purchasing the Debtor's inventory;
- (l) Contacting parties that, according to the Debtor's records, owed money to Blue Goose; and
- (m) Liaising with CFIA to discuss the status of the Debtor's inventories and to confirm that off-site inventory may be sold in the normal course without further approval.

Engagement of contractors

37. In order to efficiently carry out certain of its statutory duties, and pursuant to the terms of the Receivership Order, the Receiver has engaged a number of independent consultants.

These consultants include:

- (a) The Debtor's former Financial Controller to assist with tax filings and the finalization of financial statements, including supporting the Receiver with respect to the Claim;
- (b) The Debtor's former Payroll Clerk to process the final payroll and assist with preparation and distribution of Records of Employment; and
- (c) The Debtor's former Divisional President who has been engaged as an exclusive sales agent to assist with the liquidation of the Debtor's off-site inventory.

38. The engagement of the former Financial Controller and Payroll Clerk are/were on an hourly basis while the former Divisional President is being compensated based on a commission structure.

ADMINISTRATION OF WAGE EARNER PROTECTION PROGRAM ACT CLAIMS

- 39. The Receiver prepared, mailed and filed with Service Canada WEPPA documentation as required for 147 eligible former employees. To date, 144 former employees have filed their Proofs of Claim with the Receiver and 82 such employees have received their WEPPA entitlement. All eligible employees will receive the maximum allowable by Service Canada. The majority of outstanding vacation pay and wages otherwise due to employees was funded by the Bank and paid prior to the date of the Appointment Order.
- 40. The Receiver estimates the super-priority payable to Service Canada for unpaid wages and vacation pay pursuant to s. 81.4 of the BIA to be approximately \$20,000.
- 41. The Receiver has also worked with legal counsel retained by the Labourers' International Union of North America to assist the union employees with their WEPPA claims.

ACCOUNTS RECEIVABLE COLLECTION EFFORTS

- 42. Since the date of the Appointment Order, the Receiver has been in contact with each of the account debtors appearing on the Debtor's December 5, 2017 accounts receivable subledger. In addition to formal collection letters delivered to each such party, the Receiver has followed up by telephone and email requesting that outstanding amounts be paid to it and advising that unpaid amounts will be referred for third party collection.
- 43. The December 5, 2017 subledger indicated a receivable balance of approximately \$2.1 million as at that date. One particular account debtor represented approximately \$1.6

million of the total balance outstanding. However, that account debtor was claiming a full offset of its balance.

44. It would appear that the Debtor's records did not fully reflect significant cash receipts received prior to the date of the Appointment Order because certain customers have been able to provide the Receiver with proof that their balances had been paid.

45. As of the date of this First Report, the Receiver has collected \$344,869 and made arrangements with another customer for a further \$192,830 to be paid pursuant to a payment plan over the next two months. Seven of the original sixteen payments have cleared the Receiver's bank account to date. However, should the customer on this payment plan violate the agreed upon payment schedule, a claim under the Debtor's credit insurance policy will be made, as the Receiver believes that the outstanding balance from this customer is fully insured.

REALIZATIONS ON MOBILE EQUIPMENT

46. Given the nature of the Debtor's assets, the Receiver engaged Platinum Asset Services Inc. ("Platinum") to assist in recovery, inspection, relocation, valuation and realization activities with respect to the Blue Goose assets as such assets become available for sale. Since the date of the Fire, Platinum has undertaken the following activities at the Receiver's request:

- (a) Inspecting mobile equipment including forklifts and scissor lifts and transporting same to secure, off-site storage locations;
- (b) Arranging for the relocation of five tractors and 24 trailers in the Paletta Court yard to secure facilities;

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- (c) Inspecting and providing Platinum's opinion on the economics of repairing trucks and trailers at repair facilities;
 - (d) Inspecting and cataloging trucks and trailers for sale by auction; and
 - (e) Generally assisting the Receiver with logistics related to the points above.
47. Since the Fire, Platinum has moved substantially all of the Debtor's mobile equipment to secure, off-site storage locations until it can be sold via auction, which auction is scheduled for April 11, 2018. To that end, Platinum and the Receiver have negotiated an auction services agreement (the "**Auction Agreement**") for the sale of this equipment.
48. The Auction Agreement is based on Platinum providing the Receiver with a "net minimum guarantee" for the subject assets. Once such proceeds are obtained, Platinum will recover costs up to a limit specified with a proceeds sharing provision for any excess funds received.
49. The sale values expected for the assets subject to the Auction Agreement permit the Receiver to undertake such sale without further approval of the Court. The Receiver will be reporting on the outcome of the auction sale in due course in a subsequent report.

MATTERS RELATED TO THE CLAIM

50. As set out above, the Insurer and the Adjuster have been notified that the Receiver will be submitting a Claim for losses incurred as a result of the Fire. At this time, the Receiver is compiling information to make claims relating to:

- (a) Inventory housed in freezers and refrigerated trailers at the Leased Premises: Inventory with a book value of approximately \$4.3 million was stored at the Leased Premises at the time of the Fire. The Adjuster has informed the Receiver that it is

of the view that this inventory is a total loss due to the Fire. This portion of the Claim was provided to the Adjuster on February 21, 2018 and is in the approximate amount of \$3.7 million;

(b) Equipment: As reported above, the Receiver has been unable to access or undertake an inspection of the processing equipment within the Leased Premises and, as such, is unable to determine whether the processing equipment and any other assets of the Debtor were damaged as a result of the Fire. The Receiver has been advised by Platinum that there has been damage to certain mobile equipment as a result of the Fire; and

(c) Business interruption: At the time of the Fire, Blue Goose was undertaking extensive work to remedy deficiencies noted in the CARs issued by the CFIA in order to restart the business in mid-December, 2017. Due to the Fire, Blue Goose will not be able to restart its business as planned.

51. The Receiver has engaged the services of Deloitte's Insurance Advisory practice to assist in the compilation and presentation of the Claim to the Adjuster.

INVENTORY SALES

52. The Receiver has commenced a process to liquidate the Debtor's inventory that was stored in seven off-site storage locations. Such facilities are located in Greater Toronto, Brantford and Montreal.

53. Shortly after the Fire, the Receiver was advised by third party freezer warehousemen that no goods would be released without full payment of storage arrears. These arrears totalled \$327,556 as at December 31, 2017. Given the limited receipts in the estate and the urgency to commence the sale process for the inventory in the third party freezer warehouses, the

Receiver requested and received an advance to the receivership estate from the Bank to fund settlement of storage arrears and facilitate shipments of product.

54. To date, inventory sales proceeds total approximately \$114,000, representing sales to two customers. The Receiver has negotiated further sales but the relevant customers have not yet taken delivery of the product sold.

55. The Receiver is currently working with the Debtor's former president, Paul Paletta, on a commissioned basis, to liquidate the remaining off-site inventory. In order to affect such sales, the Receiver has undertaken the following:
 - (a) Discussing the available inventory with Mr. Paletta and identifying potential buyers for each "cut" of chicken or turkey available for sale;
 - (b) Contacting such buyers to make them aware of the available product and its storage location;
 - (c) Obtaining sales offers on a per kilogram basis and negotiating same with the relevant buyer; and
 - (d) Arranging for customer pickup of the relevant product with the appropriate storage warehouse.

56. The Receiver's sales agent has provided the Receiver with a plan to liquidate the remaining inventory over a period of several months and will update such plan as market forces require. The activities listed above will continue until such time as the Debtor's inventory is liquidated or a bulk purchaser of remaining inventory is identified.

RELIEF RELATED TO VISION TRUCK GROUP

- 57. After the date of the Appointment Order, the Receiver became aware that a Blue Goose transport tractor ("Truck 2304") had been transported to Vision's premises in Grimsby, Ontario for repair work prior to the granting of the Appointment Order. The Receiver understands that Vision is in the business of automotive repair and had previously done repair work on several other Blue Goose trucks and one trailer for which it was not paid.
- 58. It is the Receiver's understanding that no work has been done on Truck 2304 by Vision and, accordingly, there is no amount owing by Blue Goose to Vision which could give rise to a repair lien claim. Any outstanding receivables owing to Vision relate to the other trucks and one trailer that are no longer in Vision's possession.
- 59. On or about January 9, 2018, a representative of Platinum attended Vision's premises to inspect Truck 2304. Based on this visit, it was requested that Vision provide a repair quotation in various stages to minimize repair costs to the Receiver. Vision provided a quote to Platinum on January 16, 2018, but no services have been authorized by the Receiver.
- 60. The Receiver has since had extensive correspondence with Mr. Steven Fretz, corporate credit manager of Vision regarding both the status of Truck 2304 as well as Vision's outstanding receivables relating to the other trucks and the trailer. Vision has taken the position that its entire outstanding receivables and storage fees (as discussed below) need to be paid prior to the release of Truck 2304 and that it is entitled to a priority storage fee of \$100 a day retroactive to the day Truck 2304 was delivered to Vision, which according to Vision's records, was in November 2014.

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61. On February 15, 2018, the Receiver's counsel, GSNH, wrote a letter to Vision (the "**Vision Letter**") setting out the Receiver's position and reiterating that the Receiver wished to proceed with repairing Truck 2304 and pay for specifically authorized repairs, and indicating that amounts for purported liens claimed by Vision relating to work done on other trucks would be settled as the relevant trucks were sold. A redacted copy of this letter is attached as Appendix "**B**". Vision has not agreed with this arrangement and as noted, is insisting that all amounts owing to Vision for this and other vehicles, including storage charges, be paid in full before releasing Truck 2304.
62. On February 23, 2018, the Receiver received an invoice from Vision for what appeared to be towing fees. As the Receiver had not authorized any towing of Truck 2304 the Receiver contacted Mr. Fretz to determine the nature of this invoice.
63. Mr. Fretz has advised the Receiver that it has moved Truck 2304 to a "more secure location" and has refused to disclose the location of the truck unless Vision is paid all amounts it is claiming, including its arbitrary storage costs of \$100 per day. Mr. Fretz further advised the Receiver that the invoice noted above was sent to the Receiver "in error". The Receiver is very concerned about the current circumstance. Not only does Vision take the position that "storage costs" continue to accrue even after it has refused to release Truck 2304 to the Receiver, it has now effectively hidden this Property from the Receiver arguably in violation of the stay under the Appointment Order.
64. On March 29, 2018 the Receiver again contacted Vision in order to attempt to come to a consensual resolution of the matters outstanding between the two parties. In a telephone call to Mr. Fretz, the Receiver offered to pay all amounts related to Vision's purported liens

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(despite Vision having no signed admission of indebtedness, other than work orders, in relation to such lien claims) prior to the equipment being sold. Mr. Fretz advised the Receiver that Truck 2304 would not be released without payment of all of the accrued pre- and post-receivership storage costs asserted by Vision.

65. Although the Receiver does not believe that \$100 a day is a reasonable amount to charge for storage of a vehicle in Grimsby, Ontario, particularly when Vision is not in the business of charging for parking, its primary concern is getting this now missing asset of the Blue Goose estate released back to the Receiver. As such, the Receiver is seeking an Order of this Court directing Vision to release Truck 2304 back to the Receiver. The Receiver agrees that such release is without prejudice to whatever "priority" entitlements Vision may have which will either be settled or litigated at a later date.

INDEPENDENT LEGAL OPINION REGARDING SECURITY HELD BY HSBC

66. At the request of the Receiver, GSNH has undertaken a review of the charges registered against Blue Goose. A copy of the opinion rendered by GSNH is attached as Appendix "C".
67. Subject to the usual qualifications in opinions of this nature, GSNH has advised the Receiver that the security held by the Bank is valid and enforceable and that the Bank is the first secured party with respect to the assets of the Debtor. The Bank also holds, by way of security, an assignment of all material contracts including the Lease.
68. The indebtedness of Blue Goose to the Bank is approximately \$34 million, prior to its advances to the Receiver to fund the receivership. Based on the fact that the Bank would

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appear to have priority on the proceeds of inventory, equipment and insurance claims, the Receiver is currently seeking approval to pay up to \$30 million to HSBC without further Order of the Court from proceeds of such assets (after the repayment of advances from the Bank to fund the receivership). Any funds disbursed by the Receiver to HSBC on account of its security interest would be distributed to the Bank subject to maintaining necessary cash in the estate to fund ongoing receivership costs. It is currently anticipated that the Bank will experience a significant shortfall on its secured debt.

69. In the event that the Receiver receives funds that are not subject to the Bank's security, it would not disburse such funds without further Order of the Court with prior notice to the affected party.

RECEIPTS AND DISBURSEMENTS

70. Attached as Appendix "D" is a statement of the Receiver's interim statement of receipts and disbursements through March 30, 2018 (the "R&D"). As set out in the R&D, the Receiver has received \$933,344, which includes advances to the estate from the Bank of \$472,927, and disbursed \$606,951, leaving a surplus of receipts over disbursements to date of \$326,393.
71. Once sufficient surplus proceeds have been received, it is the Receiver's intention to repay the advances to the receivership estate funded by HSBC before making Court-approved distributions to permanently repay HSBC's secured advances to the Company.

RECEIVER'S BORROWINGS

- 72. The Bank is the first secured creditor of the Debtor and any amounts received by the Receiver will be paid to it up to the limit of its indebtedness.
- 73. Shortly after its appointment, the Receiver made a request of the Bank for funds required to pay off the Debtor's full insurance premium. Such premiums had, in past, been financed through monthly installments. The Receiver determined, in order to ensure that there were no logistical issues with its payment, to fund the full remaining installments on a lump sum basis.
- 74. As noted above, the Receiver received \$101,559 from the Bank on January 4, 2018. Such amount was then paid in full satisfaction of the outstanding policy premium.
- 75. As at the date of the Receivership, there were significant arrears owed to off-site warehouses. In late January, the Receiver made a request of the Bank to fund certain amounts related to such arrears. Such amounts totalled \$327,556 and were received on January 29, 2018. Also received on the same day were amounts related to asset repair and logistics for total borrowings, including amounts related to insurance, totalling \$472,927 (the "**Borrowings**").
- 76. Payment to the warehouses and a trailer maintenance facility were made on January 30, 2018 with the other payment for asset logistics made on February 12, 2018.
- 77. The Appointment Order required the Receiver to obtain Court approval for borrowings in excess of \$250,000. The Receiver is currently seeking such approval from the Court and recommends that the Court approve same *nunc pro tunc*.

78. The Receiver is also seeking and recommends that the Court approve the repayment of the Borrowings as soon as sufficient funds are available to do so.

INTERIM RECEIVER'S PROFESSIONAL FEES

79. During the term of its appointment, the Interim Receiver maintained detailed records of its time from its appointment on December 14, 2017 until such time as the Appointment Order was issued, thereby terminating the interim receivership.

80. Pursuant to the Order appointing it, the Interim Receiver is to pass its accounts from time to time. The fees of the Interim Receiver from December 14 to December 21, 2017 amount to \$88,707, and together with Harmonized Sales Tax ("HST") in the amount of \$11,532, total \$100,239 (the "Interim Receiver's Fees"). The time spent by the Interim Receiver is more particularly described in the affidavit of Paul Casey of Deloitte, sworn April 3, 2018 (the "Casey Affidavit") in support hereof and attached hereto as Appendix "E". Such fees were billed together with those of the Receiver for administrative convenience, but have been separately identified in this paragraph and in Appendix "E".

RECEIVER'S PROFESSIONAL FEES

81. The Receiver, and its legal counsel, GSNH, have maintained detailed records of their professional time and costs since the issuance of the Appointment Order. Pursuant to paragraphs 20 and 21 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 over the property of the Debtor.

82. The fees of the Receiver during the period from December 21, 2017 to February 20, 2018 amount to \$299,654, and together with expenses and disbursements in the sum of \$5,717 and HST in the amount of \$39,696, total \$345,068 (the "Receiver's Fees"). In addition, the total insurance advisory fees incurred by the Receiver during the period from January 3, 2018 to February 9, 2018 for services provided by Deloitte's Insurance Advisory practice amount to \$57,443, and together with Goods and Services Tax in the amount of \$2,872, total \$60,315. The time spent by the Receiver is more particularly described in the Casey Affidavit.

83. The legal fees incurred by the Receiver during the period from December 19, 2017 to March 27, 2018 for services provided by GSNH amount to \$29,385, and together with disbursements in the sum of \$962 and HST in the amount of \$3,889, total \$34,235. The time spent by GSNH personnel is more particularly described in the Affidavit of Mario Forte of GSNH sworn April 5, 2018 (the "Forte Affidavit" and together with the Casey Affidavit, the "Fee Affidavits") in support hereof and is attached hereto as Appendix "F".

RECOMMENDATIONS

84. For the reasons set out above, the Receiver respectfully requests that the Court approve the Receiver's request for an Order:

(a) ordering Vision to advise the Receiver of the location of Truck 2304 and release Truck 2304 to the Receiver in its current unrepaired state, which release will be without prejudice to Vision's claims with respect to Truck 2304;

(b) approving the activities of the Interim Receiver as set out in the Casey Affidavit;

- (c) approving the R&D and the activities of the Receiver for the period from December 19, 2017 to March 30, 2018;
- (d) approving the Receiver's Borrowings and the eventual repayment of same when sufficient funds are available to the Receiver to do so;
- (e) approving distributions to HSBC from available surplus funds in the estate on account of its security interest up to a cumulative amount of \$30,000,000 without further order of the Court; and
- (f) approving the professional fees and disbursements of the Interim Receiver, the Receiver and its independent legal counsel set out in the Fee Affidavits and authorizing the Receiver to pay all such fees and disbursements from available funds.

All of which is respectfully submitted this 5th day of April, 2018.

Deloitte Restructuring Inc.
 Solely in its capacity as the Court-appointed receiver of the assets, undertakings and properties of Blue Goose Pure Foods Ltd., and without personal or corporate liability

Per: P. Casey
 Paul Casey, CPA, CA, FCIRP, LIT
 Senior Vice-President

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**SECOND REPORT OF THE RECEIVER
DATED MAY 18, 2018**

INTRODUCTION

1. By Order of the Ontario Superior Court of Justice (the “**Court**”) dated December 21, 2017 (the “**Appointment Order**”), Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as the receiver (the “**Receiver**”) of all of the assets, undertakings and properties of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (“**Blue Goose**” or the “**Debtor**”) acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the “**Property**”).
2. The Debtor is a corporation formed pursuant to the *Canada Business Corporations Act* that processed turkey, chicken and fowl, among other carcasses, for sale to its customers in the food industry. The Debtor operated out of leased premises containing office space and a manufacturing facility comprising an area of approximately 225,000 square feet located at 4480 Paletta Court, Burlington, Ontario (the “**Leased Premises**”). The Debtor’s principal assets were machinery and equipment used in the processing of animal carcasses, inventory and accounts receivable. Blue Goose, a private company, is

indirectly owned by Dundee Corporation (“**Dundee**”), a publicly traded entity with offices in Toronto, Ontario.

3. On December 14, 2017, prior to the date of the Appointment Order, the Debtor was subject to an interim receivership proceeding. Deloitte was appointed as interim receiver (the “**Interim Receiver**”) with such appointment being terminated upon Deloitte’s appointment as Receiver in accordance with the Order appointing Deloitte as Interim Receiver.
4. The Appointment Order authorized the Receiver to, among other things, take possession of, and exercise control over the Property and any and all proceeds, receipts and disbursements, arising out of, or from, the Property. In addition, the Receiver was authorized to sell, convey, transfer, lease or assign the Property or any part thereof out of the ordinary course:
 - (a) without the approval of the 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
 - (b) with the approval of the Court in respect of any transaction exceeding \$500,000.
5. On April 13, 2018, the Court issued an Order that, among other things:
 - (a) Approved certain fees of the Receiver (including the Receiver’s Insurance Advisory affiliate) to February 20, 2018 and the Receiver’s activities through March 30, 2018;
 - (b) Approved the fees and activities of the Receiver’s counsel, Goldman Sloan Nash & Haber LLP (“**GSNH**”) to March 27, 2018;
 - (c) Approved certain borrowings of the Receiver in addition to approving the repayment of same, *nunc pro tunc*; and
 - (d) Approved the distribution of funds to HSBC Bank Canada in the amount of up to \$30 million without further Order of the Court.

6. The Appointment Order, together with related Court documents, the Notice to Creditors issued pursuant to sections 245 and 246 of the *Bankruptcy and Insolvency Act* (the “**BIA**”) the First Report (as defined herein) and this second report (the “**Second Report**”) are posted on the Receiver’s website at www.insolvencies.deloitte.ca/en-ca/BlueGooseTenderChoice.

7. The purpose of this Second Report of the Receiver is to:
 - (a) Provide the Court with an update in respect of the results of the auction of Blue Goose’s mobile equipment (trucks, trailers, forklifts etc.) (the “**Mobile Auction**”);
 - (b) Advise the Court with respect to asset realization efforts currently being undertaken by the Receiver, including seeking Court approval to liquidate the remaining assets located within the Leased Premises;
 - (c) Seek approval from the Court in respect of the Receiver’s request to sell to a substantial portion of its inventory to Export Packers Company Ltd. (“**Export**”). Including the proceeds of the Mobile Auction, the expected proceeds from the sale to Export would exceed the threshold of \$500,000 for sales out of the ordinary course set out in the Appointment Order. Given the economically sensitive nature of this information, the Receiver is also seeking an Order from the Court allowing it to redact details in respect of the proposed Export Lot sale as described later herein;
 - (d) Seek approval from the Court to assign the Debtor into bankruptcy should the Receiver see fit to do so;
 - (e) Provide the Court with an updated statement of receipts and disbursements through May 11, 2018 (the “**R&D**”); and
 - (f) Seek approval of the Receiver’s activities and those of its counsel GSNH to date, including their professional fees and costs related thereto.

TERMS OF REFERENCE

7. In preparing this Second Report, the Receiver has been provided with, and has relied upon unaudited, draft and/or internal financial information, the Debtor's books and records, discussions with former management of the Debtor ("**Management**"), and information from third-party sources (collectively, the "**Information**"). Except as described in this Second Report:

(a) the Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and

(b) the Receiver has prepared this Second Report in its capacity as a Court-appointed officer to support the Court's approval of the relief being sought by the Receiver. Parties using the Second Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

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

9. Reference is made to the First Report of the Receiver dated April 5, 2018 (the "**First Report**"). Unless otherwise provided, all other capitalized terms not otherwise defined in this Second Report are as defined in the Appointment Order or the First Report.

RESULTS OF THE MOBILE AUCTION

10. As reported in the First Report, the Receiver entered into an auction agreement with Platinum Asset Services Inc. (“**Platinum**”) for the purposes of liquidating certain mobile equipment owned by Blue Goose.
11. The auction, which was conducted online after the bidders had an opportunity to inspect the assets, concluded on April 11, 2018. Proceeds to Blue Goose, net of Platinum’s expenses and commission, totalled approximately \$395,000 and were received by May 3, 2018.
12. Certain assets, which were not sold as part of the auction, will be liquidated by Platinum separately by public auction in due course as detailed herein.

ASSET REALIZATION EFFORTS

13. As discussed later in this Second Report, the Receiver has been collecting the accounts receivable due to Blue Goose. This includes entering into a payment plan with a significant customer of Blue Goose. Such payment plan is expected to be completed by May 31, 2018.
14. Other than the balance due pursuant to the payment plan referred to above, the Receiver is of the view that a substantial portion of the balances appearing in Blue Goose’s receivables records are not collectible given that many customers are claiming offsets for quality or other reasons. The Receiver has satisfied itself that such offsets are appropriate in the circumstances.
15. As set out in the First Report, the Leased Premises suffered significant damage due to fire on December 6, 2017 (the “**Fire**”). Because of the Fire and related structural issues affecting the Leased Premises, the Receiver has had very limited access to Blue Goose’s assets and equipment. These restrictions are, for the most part, no longer preventing the Receiver from inspecting the assets and consequently the Receiver has inspected the Debtor’s assets.

16. Over the last several weeks, and as a consequence of the opportunity to properly inspect the Debtor's equipment, the Receiver has directed its liquidator, Platinum, to remove smaller pieces of equipment that are readily accessible and located in areas that allow for transport to the loading dock (the "**Moveable Equipment**"). Such equipment will be stored by Platinum until an auction is organized.
17. Other saleable equipment, which is not yet readily accessible or which is complicated to remove (the "**Production Equipment**"), will be left in place until an auction is organized and the equipment sold is removed by professional equipment movers.
18. The Receiver is now ready to direct Platinum to liquidate the Movable Equipment and the Production Equipment and has reached an agreement with Platinum to do so. The following points summarize the auction agreement with Platinum:
 - (a) The assets will be sold on an "as is, where is" basis by public auction with bidders being given an opportunity to inspect the assets prior to the sale. Platinum will ensure that the Leased Premises are appropriately safeguarded (providing lights, blocking off unsafe areas, etc.) in terms of personal security in order to facilitate such inspection;
 - (b) Platinum will be compensated on a commissioned basis; and
 - (c) Platinum will ensure that any preparatory and/or marketing costs do not exceed the proceeds realized.
19. The Receiver continues to advance insurance claims on behalf of the estate due to losses caused by the Fire.

THE PROPOSED SALE TO EXPORT

20. As reported in the First Report, the Receiver engaged the Debtor's former Divisional President, Paul Paletta, to act as its sales agent (the "**Sales Agent**") with respect to inventories of processed and unprocessed poultry stored in a number of offsite third-party freezer warehouses. Since the engagement of the Sales Agent, the Receiver has sold

approximately \$525,500 of inventory. The sale process conducted through the Sales Agent is continuing.

21. A significant proportion of the Debtor's offsite inventory is unprocessed whole turkeys. These turkeys comprise approximately 685,000 kilograms of product (the "**Whole Turkeys**").
22. Export (the prospective purchaser) has purchased other products from the Receiver and, as a result, became aware of the opportunity to purchase the Whole Turkeys and, in addition, the entirety of the Debtor's inventory of approximately 75,000 kilograms of turkey drumsticks (the "**Drumsticks**" and together with the Whole Turkeys, the "**Export Lot**").
23. The Receiver has determined that it would be advantageous to sell the Export Lot to Export. The significant terms of the transaction are as follows:
 - (a) Export will purchase all of the Export Lot on an "as is, where is" basis;
 - (b) A per kilogram price will be paid for each of the Drumsticks and Whole Turkeys; and
 - (c) Export will take over and pay for the storage of the Export Lot at each of the off-site cold storage facilities from June 1, 2018 onwards.
24. HSBC Bank Canada, the senior secured creditor having the sole economic interest in the sale supports the proposed sale of the Export Lot to Export.
25. The asset purchase agreement, which has been executed by Export, has been provided to the Court in an unredacted Appendix "A". Public versions of this Second Report contain a redacted Appendix "A". The redaction of the selling price is to ensure that while the sale remains uncompleted there can be no adverse information introduced to the market that might have the effect of diminishing the prices to be obtained for remaining inventory of fowl and poultry. The Receiver is prepared to disclose the redacted portions of the sale documents upon completion of the sale to Export and the sale of the remaining inventories.

POTENTIAL BANKRUPTCY ASSIGNMENT ETC.

26. Based on the powers granted to it by the Appointment Order, the Receiver does not currently have the authority to file an Assignment in Bankruptcy or a proposal on behalf of the Debtor. The Receiver is seeking authority from the Court to do so. Such authority is being sought for the following reasons:

- (a) Prior to the Receiver's appointment, a number of payments were made to non-related parties of the Debtor. A trustee in bankruptcy or proposal trustee would have additional powers to investigate the nature of and reasons for such payments;
- (b) The Receiver's current estimate of recoveries suggests that HSBC, the senior secured lender will suffer a substantial shortfall and accordingly, the likelihood of the Debtor being able to satisfy its liabilities to creditors is very unlikely;
- (c) The trustee may wish to explore the possibility of selling tax losses in order to enhance recoveries to the estate;
- (d) A bankruptcy proceeding will place an element of finality upon the process and facilitate the crystallization of claims in the estate; and
- (e) Canada Revenue Agency ("CRA") has recently advised Receiver that there may be a substantial HST liability relating to insufficient documentation of input tax credits claimed and the prior use of the HST account by a related entity. The Receiver is currently reviewing the books in records of the Debtor to attempt to respond to CRA's request for additional documentation.

27. Based on the foregoing reasons, the Receiver is of the view that it may be advantageous to the Debtor's estate that it have the authority to file an assignment in bankruptcy or proposal on behalf of the Debtor. While the Receiver has not yet concluded that an assignment or proposal is necessary or warranted it is currently seeking this power from the Court for the sake of efficiency and to avoid another attendance should this course of action be selected.

UPDATED STATEMENT OF RECEIPTS AND DISBURSEMENTS

28. Attached as Appendix “**B**” is an updated statement of receipts and disbursements from the date of the Appointment Order through May 11, 2018. As set out in Appendix “**B**”, the Receiver has received \$1,904,183, which includes advances to the estate from the Bank of \$472,928 and disbursed \$1,053,283, leaving a surplus of receipts of disbursement to date of \$850,900.

RECEIVER’S PROFESSIONAL FEES AND ACTIVITIES

29. Since the First Report, the fees of the Receiver during the period from February 21, 2018 to March 20, 2018 amount to \$72,421, and together with expenses and disbursements in the sum of \$1,092 and HST in the amount of \$9,556, total \$83,070 (the “**Receiver’s Fees**”). In addition, the total insurance advisory fees incurred by the Receiver during the period from February 9, 2018 to April 2, 2018 for services provided by Deloitte’s Insurance Advisory practice amount to \$58,985, and together with GST in the amount of \$2,949, total \$61,934. The time spent by the Receiver is more particularly described in the affidavit of Paul Casey dated May 7, 2018 (the “**Casey Affidavit**”). The Casey Affidavit is attached as Appendix “**C**”.
30. The legal fees incurred by the Receiver during the period from March 28, 2018 to May 2, 2018 for services provided by GSNH amount to \$8,811, and together with disbursements in the amount of \$336 and HST in the amount of \$1,189, total \$10,336. The time spent by GSNH personnel is more particularly described in the Affidavit of Mario Forte of GSNH sworn May 18, 2018 (the “**Forte Affidavit**”) in support hereof and is attached hereto as Appendix “**D**”.

RECOMMENDATIONS

31. For the reasons set out above, the Receiver respectfully requests that the Court approve the Receiver’s request for an Order:
- (a) Approving the sale of the Export Lot to Export and redacting Appendix “**A**” in publicly available versions of this Second Report;
 - (b) Authorizing the Receiver to liquidate the Moveable Equipment and the Production Equipment via a public auction;

- (c) Authorizing the Receiver to cause Blue Goose to make an assignment in bankruptcy; and
- (d) Approving the activities of the Receiver and the professional fees and disbursements, including its counsel GSNH, for the periods from February 21, 2018 to March 20, 2018, 2018 and March 28, 2018 to May 2, 2018, respectively.

All of which is respectfully submitted this 18th day of May, 2018.

Deloitte Restructuring Inc.

Solely in its capacity as the Court-appointed receiver of the assets, undertakings and properties of Blue Goose Pure Foods Ltd., and without personal or corporate liability



Per:

Paul Casey, CPA, CA, FCIRP, LIT
Senior Vice-President

TAB A

Call me to discuss

Brian

- Export Papers read
when applicable
- where is as is

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of May • , 2018

BETWEEN:

**DELOITTE RESTRUCTURING INC., SOLELY IN ITS CAPACITY AS
COURT-APPOINTED RECEIVER OF CERTAIN PROPERTY OF BLUE
GOOSE PURE FOODS LTD O/A TENDER CHOICE FOODS,**

(the "Seller")

- and -

EXPORT PACKERS COMPANY LTD, a corporation incorporated under the
laws of the [Province of Ontario]

(the "Buyer")

RECITALS:

- A. The Seller, was appointed receiver of certain property of Blue Goose Pure Foods Ltd. ("Blue Goose"). pursuant to the order of Mr. Justice Wilton-Siegel made December 21, 2017 in the Ontario Superior Court of Justice (the "Court") (the "Receivership Order").
- B. The Seller wishes to sell, and the Buyer wishes to purchase the Purchased Assets (as defined herein), subject to the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement,

- (a) "**Agreement**" means this Asset Purchase Agreement and all attached Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;
- (b) "**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental

Authority, that applies in whole or in part to the Transaction, the Seller, the Buyer, the Business or any of the Purchased Assets;

- (c) **“Approval and Vesting Order”** means the form of Court order attached as Schedule “1.1(d)” hereto, with any amendments thereto to be acceptable to each of Seller and Buyer, each acting reasonably;
- (d) **“Bill of Sale”** means the document attached as Schedule 1.8 to this Agreement.
- (e) **“Business Day”** means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours;
- (f) **“Closing”** means the completion of the Transaction at the Closing Time;
- (g) **“Closing Date”** means June 1, 2018, or such later date as the Parties may agree in writing, acting reasonably;
- (h) **“Closing Documents”** means the Bill of Sale drafted for this purpose;
- (i) **“Closing Time”** means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;
- (j) **“Encumbrance”** means any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind;
- (k) **“Governmental Authority”** means any domestic or foreign government, regulatory authority, governmental department, agency, ministry, commission, bureau, court (including the Court), tribunal, judicial body, arbitral body, commission, stock exchange, board or other law, rule or regulation-making entity:
 - (i) having jurisdiction over the Seller, the Buyer, the Transaction or the Purchased Assets on behalf of any country, province, state, municipality or other geographical or political subdivision thereof; or
 - (ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or Taxing Authority or power;
- (l) **“Governmental Authorizations”** means the permits, licences, approvals and authorizations, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued to or held or required by the Seller relating to the Business or any of the Purchased Assets by or from any Governmental Authority;
- (m) **“HST”** means the sales tax payable under the HST Legislation;

- (n) **“HST Legislation”** means Part IX of the *Excise Tax Act* (Canada);
- (o) **“including”** and **“includes”** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words **“without limitation”**;
- (p) **“Parties”** means the Seller and the Buyer collectively, and **“Party”** means either the Seller or the Buyer, as applicable;
- (q) **“Purchase Price”** has the meaning given to such term in Section 3.1;
- (r) **“Purchased Assets”** has the meaning given to such term in Section 2.1;
- (s) **“Tax”** and **“Taxes”** means any and all:
 - (i) taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, including those with respect to goods and services, harmonized sales, transfer, land transfer, use, real or personal property, and registration fees; and
 - (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii);
- (t) **“Tax Act”** means the *Income Tax Act* (Canada), as amended and any relevant legislation of a province imposing tax similar to the *Income Tax Act* (Canada);
- (u) **“Taxing Authority”** means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;
- (v) **“Transaction”** means, collectively, the of sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets;
- (w) **“Transfer Taxes”** has the meaning given to such term in Section 7.3(a);

1.2 Schedules

The schedules to this Agreement are an integral part of this Agreement.

Not attached

<u>Schedule</u>	<u>Description</u>
Schedule 1.1(c)	Form of Approval and Vesting Order
Schedule 1.8	Bill of Sale
Schedule 2.1	Asset Listing

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement and the Bill of Sale required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Court prior to a Final order of the Court terminating the receivership proceedings and thereafter to the Courts of Ontario for the resolution of any disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 11.5 shall be deemed effective service of process on such Party.

ARTICLE 2 PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Upon and subject to the terms and conditions of this Agreement, at the Closing the Seller shall sell, assign, transfer, convey and deliver, and the Buyer shall purchase, free and clear of all Encumbrances, all of the Seller's and Blue Goose's right, title and interest in, to and under, or relating to the Purchased Assets as more particularly identified on schedule 2.1 hereto.

2.2 "As is, Where Is"

The Buyer acknowledges and agrees that all of the Purchased Assets are being purchased on an "as is, where is" basis as they shall exist at Closing. Unless and solely to the extent expressly set forth in this Agreement, no representation, warranty or covenant is expressed or implied by the Seller, including any warranties as to title, encumbrances, description, merchantability or fitness for a particular purpose, environmental compliance, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the Business and/or the Purchased Assets or the right of the Seller to sell or assign the same. Without limiting the generality of the foregoing, any and all conditions, warranties, or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario), as amended, or similar legislation do not apply hereto and have been waived by the Buyer. This Section 2.2 shall not merge on Closing and is deemed incorporated by reference into all Closing Documents and deliveries. The Buyer hereby acknowledges that it has had the opportunity to inspect the Purchased Assets prior to Closing.

ARTICLE 3 PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The purchase price payable by the Buyer to the Seller for the Purchased Assets (the "**Purchase Price**") shall be calculated in accordance with Schedule "2.1" hereof and adjusted either upwards or downwards when the Purchased Assets are collected, transported and weighed by the Buyer at its own facility. Claims for downward adjustment to the Purchase Price must be

made to the Seller no later than December 31, 2018 after which time the Purchase Price shall be deemed to be final and no further adjustment shall be made thereto.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer and acknowledges that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets the matters set out below:

4.1 Existence

The Seller is duly incorporated, organized and existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

Subject to Court Approval being obtained, the Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of each of this Agreement, the Bill of Sale and the consummation of the Transaction has been duly authorized by all necessary corporate action of the Seller. This Agreement has been, and at the Closing Time the Bill of Sale will be, duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable against it in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Right to Sell, and Title to, Purchased Assets

At the Closing, the Seller shall convey to the Buyer all of the Seller's and Blue Goose's right, title and interest in and to the Purchased Assets free and clear of all Encumbrances.

4.4 Approvals and Consents

Except for Court Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Seller and the Bill of Sale to be executed and delivered by the Seller hereunder or the purchase of any of the Purchased Assets hereunder.

4.5 Residence of the Seller

The Seller is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

4.6 HST Registration

The Seller is registered for purposes of HST Legislation and its HST number is 80618-6508-RT0002.

4.7 Brokers

Other than Paul Paletta, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of the Seller. The Seller is responsible for any relevant payment to Mr. Paletta in respect of the sale of goods contemplated herein.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with its sale of the Purchased Assets:

5.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the Transaction have been duly authorized by all necessary action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity. At the Closing Time, the Closing Documents required by this Agreement to be delivered by the Buyer will be duly executed and delivered by the Buyer and will constitute a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.3 Approvals and Consents

Except for Court Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the Closing Documents to be executed and delivered by the Buyer hereunder or the purchase of any of the Purchased Assets hereunder.

5.4 Residence of the Buyer

The Buyer is not a non-resident of Canada within the meaning of section 116 of the Tax Act.

5.5 HST Registration

The Buyer, or its assignee(s) acquiring the Purchased Assets, is, or at the Closing Time will be, registered for purposes of HST Legislation and will provide its registration numbers to the Seller.

5.6 No Additional Due Diligence

The Buyer acknowledges and agrees that: (a) it has had an opportunity to conduct any and all inspection and other due diligence regarding the Purchased Assets and the Business prior to the execution of this Agreement; (b) it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Purchased Assets and/or the Business; (c) it is not relying upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied, (by operation of law or otherwise), regarding the Purchased Assets or the completeness of any information provided in connection therewith, except as expressly stated in this Agreement; and (d) the obligations of the Buyer under this Agreement are not conditional upon any additional due diligence.

5.7 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of the Buyer.

ARTICLE 6 CONDITIONS

6.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions for their mutual benefit:

- (a) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction pursuant to this Agreement shall have been issued and in effect;
- (b) no motion, action or proceedings shall be pending to restrain or prohibit the completion of the Transaction; and
- (c) the Approval and Vesting Order shall have been issued and entered on or before June 1, 2018, or on or before such later date as the Parties agree to in writing.

If the conditions set out in this Section 6.1 are not satisfied, performed or mutually waived on or before the Closing Date, either Party shall have the option to terminate this Agreement upon written notice to the other Party.

6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

- (a) the representations and warranties of the Seller set forth in this Agreement shall be true and correct at the Closing Time with the same force and effect as if made at and as of such time, except where any failure or failures of any such representations and warranties to be so true and correct would not, individually or in the aggregate, cause a Material Adverse Change (and, for this purpose, any reference to “material”, “Material Adverse Change” or any other concept of materiality in such representations and warranties shall be ignored);
- (b) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;
- (c) the Buyer shall have received on Closing the executed Bill of Sale; and
- (d) the Purchased Assets shall be assigned and transferred to the Buyer free and clear of all Encumbrances in accordance with the Approval and Vesting Order.

Any condition in this Section 6.2 may be waived by the Buyer in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. If any condition set out in this Section 6.2 is not satisfied, performed or waived on or prior to the date specified therefor, the Buyer may elect on written notice to the Seller to terminate this Agreement.

6.3 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver where applicable, by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

- (a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;
- (b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

- (c) the Seller shall have received on Closing the executed Bill of Sale.

Any condition in this Section 6.3 may be waived by the Seller in whole or in part, without prejudice to its rights of termination in the event of non-fulfillment of any other condition in whole or in part. If any condition set out in this Section 6.3 is not satisfied, performed or waived on or prior to the date specified therefor, the Seller may elect on written notice to the Buyer to terminate this Agreement.

ARTICLE 7 ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Access to Purchased Assets

Until the Closing Time, and subject to the terms and conditions of this Agreement, the Seller shall make arrangements to give to the Buyer's personnel engaged in the Transaction during normal business hours reasonable access, subject to the agreement of the relevant cold storage warehouse, to such premises relating to the storage of the Purchased Assets, as the Buyer may reasonably request in connection with the Transaction, and shall coordinate reasonable access by the Buyer. Notwithstanding anything in this Section 7.1 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the business of the party offering access to the Buyer pursuant to these terms.

7.2 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

7.3 Tax Matters

- (a) All amounts payable by the Buyer to the Seller pursuant to this Agreement are exclusive of any HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges (collectively, "**Transfer Taxes**"). All Transfer Taxes are the responsibility of and for the account of the Party required to pay such taxes under Applicable Laws. The Buyer and the Seller agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If the Seller is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Buyer, the Buyer shall pay such amounts to the Seller concurrent with the payment of any

consideration payable pursuant to this Agreement, and the Seller shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.

- (b) The Buyer hereby waives compliance by the Seller with section 6 of the *Retail Sales Tax Act* (Ontario) and with any similar provision contained in any other Applicable Law in respect of the Transfer Taxes.

7.4 Fees, Storage Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses. Provided however, that from and after the Closing, the Buyer shall be solely responsible for all storage costs accruing from and after such time and hereby indemnifies the Seller in respect thereof. The Buyer shall confirm that it has transferred the inventory set out in Schedule 2.1 to its own storage accounts forthwith after Closing.

ARTICLE 8 COURT ORDERS

8.1 Court Orders

As soon as reasonably possible after the execution of this Agreement, the Seller shall file a motion with the Court for the issuance of, and shall use its best efforts to obtain, the Approval and Vesting Order. Such motion shall be scheduled for a date that is on or before June 1, 2018, subject to the availability of the Court.

ARTICLE 9 TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing upon the occurrence of any of the following:

- (a) by mutual written consent of the Seller and the Buyer;
- (b) by either Party (provided such Party is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the other, if any condition in Section 6.1 is unsatisfied as of the Closing Date;
- (c) by the Seller (provided that the Seller is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the Buyer, if any condition in Section 6.3 is unsatisfied on the Closing Date and such violation or breach has not been waived by the Seller or cured by the

Buyer within three (3) Business Days after written notice thereof from the Seller to the Buyer; and

- (d) by the Buyer (provided that the Seller is not in breach of its obligations under this Agreement so as to have caused a closing condition not to be fulfilled), upon written notice to the Seller, if any condition in Section 6.2 is unsatisfied on the Closing Date and such violation or breach has not been waived by the Buyer or cured by the Seller within three (3) Business Days after written notice thereof from the Buyer to the Seller.

9.2 Effect of Termination

In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void, except as set forth in Section 9.2 and Article 11, and nothing herein shall relieve any Party from liability for any breach of this Agreement, or to impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement.

ARTICLE 10 CLOSING

10.1 Location and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date at the Toronto, Ontario offices of the Receiver, or at such other location as may be agreed upon in writing by the Parties hereto.

10.2 Closing Deliveries

- (a) At the Closing, the Seller shall deliver to the Buyer:
 - (i) the documents required to be delivered by the Seller pursuant to Sections 6.1 and 6.2;
 - (ii) the consents and approvals required to be obtained pursuant to Section 8.1;
 - (iii) the Bill of Sale with respect to the conveyance of the Purchased Assets executed by the Seller;
 - (iv) to the extent required to be executed by the Seller, an instrument of assumption of liabilities with respect to the Assumed Liabilities; and
 - (v) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

- (b) At the Closing, the Buyer shall deliver to the Seller:
 - (i) evidence of the satisfaction of the Purchase Price as provided for in Section 3.1, in the form of a bank draft or certified cheque;
 - (ii) the Bill of Sale with respect to the conveyance of the Purchased Assets executed by the Buyer; and
 - (iii) any other documents reasonably requested by the Seller in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

ARTICLE 11 GENERAL MATTERS

11.1 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that subject to the last sentence of this Section 11.1, any Party may, without such consent, make such disclosure if the same is required by Applicable Law or by any insolvency or other court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) this Agreement may be filed by the Seller with the Court; (ii) the Transaction may be disclosed by the Seller to the Court, subject to redacting confidential or sensitive information as permitted by Applicable Laws; and (iii) the Seller may communicate freely with the Receiver as and to the extent required in connection with the receivership proceedings. The Parties further agree that:

- (a) the Seller may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof, including for the purpose of obtaining the Court Orders; and
- (b) the Seller and their professional advisors may prepare and file such reports and other documents in the receivership proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to complete the Transaction or to comply with their obligations in connection therewith. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

Each of the Parties may issue a press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to by all of the Parties.

11.2 Survival

The representations and warranties of the Seller in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Seller shall have no liability, whether before or after the Closing, for any breach of the Seller's representations, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1).

11.3 Non-Recourse

No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent, attorney or representative of the respective Parties hereto, in such capacity, shall have any liability for any obligations or liabilities of the Buyer or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the Transaction.

11.4 Assignment; Binding Effect

No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto, except that without such consent the Buyer may: (i) assign any or all of its rights and obligations hereunder to one or more of its subsidiaries or affiliates; or (ii) direct that title to all or some of the Purchased Assets be transferred to one or more of its subsidiaries or affiliates, provided that no such assignment or direction shall relieve the Buyer of its obligations hereunder; provided further that if the Buyer shall have assigned all of its rights and obligations hereunder the Buyer shall, immediately following the Closing, be deemed fully released from all of the Buyer's obligations hereunder. References to the Buyer's residency for Tax purposes and to the Buyer's status under the Investment Canada Act are references to the ultimate Buyer. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person or entity not a Party to this Agreement other than the third party beneficiaries of Section 11.3 hereof.

11.5 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (iii) two days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (iv) five days after mailing via certified mail, return receipt requested. All notices not delivered personally or by facsimile will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

- (a) If to the Buyer at:

Attention:

Email:

with copies (which shall not in itself constitute notice) to:

•

Attention:

Email:

(b) If to the Seller at:

Deloitte Restructuring Inc.
8 Adelaide Street West
Toronto, Ontario M5H 0A9

Attention: Paul Casey/ Todd Ambachtsheer

Email: paucasey@deloitte.ca / tambachtsheer@deloitte.ca

with copies (which shall not in itself constitute notice) to:

Goldman Sloan Nash & Haber LLP
480 University Ave Suite 1600
Toronto, Ontario M5G 1V2

Attention: Mario Forte / Jennifer Stam

Email: forte@gsnh.com / stam@gsnh.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.6 Counterparts; Facsimile Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by facsimile, scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

**DELOITTE RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS RECEVEER
OF CERTAIN PROPERTY OF BLUE
GOOSE PURE FOODS LTD./O/A TENDER
CHOICE FOODS, AND NOT IN ITS
PERSONAL CAPACITY**

By: _____

Name: Paul Casey, CPA, CA, LIT, FCIRP
Title: Senior Vice-President

EXPORT PACKERS COMPANY LTD.

By:  _____

Name: WALTER MIOR
Title: EXECUTIVE VICE PRESIDENT -

By:  _____

Name: RALPH GOBBI
Title: V.P. Commodity DIV.

Schedule 2.1

Purchased Assets

Product	Price per kilo	Estimated kilos	Extended price
Whole turkeys			
Turkey drumsticks			
Total			

TAB B

**DELOITTE RESTRUCTURING INC., RECEIVER OF
BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS
STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD DECEMBER 21, 2017 TO MAY 11, 2018**

Receipts

Advance from secured creditor	\$	472,928
Account Receivable collections		494,848
Sale of Inventory		525,501
Sale of Assets		395,514
HST Collected		14,588
Other		805
Total receipts	\$	<u>1,904,183</u>

Disbursements

Warehouse storage costs	\$	518,103
Receiver's fees and costs		121,884
Insurance		109,559
Contract services		97,342
Consulting services		57,443
Equipment repairs		25,404
Legal fees and costs		6,228
Commissions		5,826
Taxes paid		103,755
Other		7,739
Total disbursements	\$	<u>1,053,283</u>
Excess of Cash Receipts over Disbursements	\$	<u>850,900</u>

TAB C

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

AFFIDAVIT OF PAUL CASEY
(Sworn May 7, 2018)

I, **PAUL M. CASEY**, 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 and a Senior Vice-President of Deloitte Restructuring Inc. ("**Deloitte**"), the Court-Appointed receiver (the "**Receiver**") of all of the assets, undertakings and properties of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (the "**Debtor**") acquired for, or used in relation to the Debtor's business (the "**Property**"), and, as such, I have knowledge of the matters to which I hereinafter depose. 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 in Exhibit "**B**", the total billable hours charged per invoice, the total fees charged per invoice and the average hourly rate charged per invoice.

3. Attached hereto as Exhibit "**B**" are true copies of the invoices for fees and disbursements incurred by Deloitte related to the administration of the Debtor's estate from

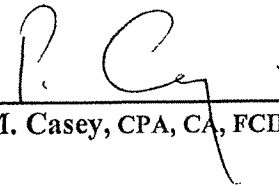
February 21, 2018 to March 20, 2018. Also included in Exhibit "B" is an invoice related to services performed by Deloitte LLP's Insurance Advisory practice. Such practice is an affiliate of the Receiver and has been engaged to assist with certain insurance matters related to the receivership. The Insurance Advisory invoice covers the period from February 9, 2018 to April 2, 2018.

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.

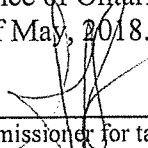
5. I make this affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver.

SWORN BEFORE ME
at the City of Toronto, in the
Province of Ontario this 7th
day of May, 2018.

)
)
)
)
)



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



A commissioner for taking oaths, etc.

**Anna Koroneos, a Commissioner, etc.,
Province of Ontario
for Deloitte Restructuring Inc.,
Licensed Insolvency Trustee.
Expires June 3, 2019.**

EXHIBIT "A"

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(Sworn May 7, 2018)

EXHIBIT "A"

This is Exhibit A in the Affidavit of Paul Casey Sworn before me this 7th day of May 2018.
A Commissioner, etc.

**Calculation of Average Hourly Billing Rates of
Deloitte Restructuring Inc.
for the Receivership and Insurance Advisory periods from
February 21, 2018 to March 20, 2018 and February 9, 2018 to April 2, 2018, respectively**

Anna Koroneos, a Commissioner, etc.
Province of Ontario
for Deloitte Restructuring Inc.
Licensed Insolvency Trustee
Expires June 3, 2019

Receivership

Invoice Date	Fees	Disbursements	HST/GST	Total Invoice Amount	Hours	Average Hourly Fee Rate	Invoice Number
4-Apr-18	\$ 58,985.00	\$ -	\$ 2,949.25	\$ 61,934.25	193.5	\$ 304.83	8000067525
4-May-18	\$ 72,421.50	\$ 1,092.33	\$ 9,556.80	\$ 83,070.63	171.7	\$ 421.79	8000102523
Total	\$ 131,406.50	\$ 1,092.33	\$ 12,506.05	\$ 145,004.88	365.2	\$ 359.82	

EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF PAUL M. CASEY
(Sworn May 7, 2018)



This is Exhibit "B" referred
 in the Affidavit of Paul Casey
 Sworn before me this 7th day of
 May 2018
 A Commissioner, etc.

Invoice 8000067525
 Deloitte LLP
 2800 - 1055 Dunsmuir Street
 4 Bentall Centre
 Vancouver BC V7X 1P4
 Anna Koroneos, a Commissioner, etc.
 Province of Ontario
 for Deloitte Restructuring Inc.
 Licensed Insolvency Trustee
 Expires June 3, 2019

ATTN: Paul Casey, Senior Vice-President
 Deloitte Restructuring Inc. - Court Appointed
 Receiver of Blue Goose Pure Foods
 8 Adelaide St. West Suite 200
 Toronto ON M5H 0A9
 Canada

Tel: (604) 669-4466
 Fax: (778) 374-0507
 www.deloitte.ca

Date: April 04, 2018
 Client No.: 1136634
 WBS#: HON00003
 Engagement Partner: Craig Burkart

GST Registration: 133245290RT0001

For professional services rendered

Fees

o/a Tender Choice Foods

In accordance with our engagement letter dated January 3, 2018.

Professional fees for work done from February 9, 2018 to April 2, 2018.

Please see summary for details.

Sales Tax

GST applicable 58,985.00

GST at 5.00% 2,949.25

Total Amount Due (CAD) 61,934.25

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.



Invoice Number 8000067525

April 04, 2018

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Deloitte Restructuring In	1136634	8000067525	61,934.25	Payment for invoice 8000067525

Contact:

Please send payment confirmation by email to: receivablesdebitors@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory):**Preferred Method**

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:**For USD Dollar (\$) Payments, pay:****ABA/Transit Routing:** 47696002**ABA/Transit Routing:** 47696002**Account Number:** 1590219**Account Number:** 1363514**2. Wire Payment:**

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:**For USD Dollar (\$) Payments, pay:****Account Number:** 476961590219**Account Number:** 476961363514**Swift Code:** NOSCCATT**Swift Code:** NOSCUS33**3. Online Payment:**

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to:

For CAD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567C
PO Box 4567, Stn A
Toronto ON M5W 0J1

For USD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567U
PO Box 4567, Stn A
Toronto ON M5W 0J1



Summary

Resource Name	Rate	Hours	Total
Burkart, Craig	\$ 520.00	7.70	\$ 4,004.00
Robinson, David	\$ 420.00	32.10	\$ 13,482.00
Keraiff, Kristen	\$ 270.00	131.00	\$ 35,370.00
Mah, Eric	\$ 270.00	22.70	\$ 6,129.00
		193.50	\$ 58,985.00

Hours Details

Work Date	Resource Name	Hours	Timesheet Comments
2/9/2018	Keraiff, Kristen	1.80	Prepare business interruption estimate
2/9/2018	Mah, Eric	0.50	Inventory analysis
2/12/2018	Keraiff, Kristen	1.50	Review financial documentation
2/12/2018	Mah, Eric	2.00	Update Inventory model and assumptions
2/12/2018	Robinson, David	2.00	Preparation of inventory claim; review BI calculation
2/13/2018	Mah, Eric	2.00	Update Inventory analysis
2/13/2018	Robinson, David	0.30	Review inventory analysis
2/14/2018	Mah, Eric	2.00	Variable and fixed cost reconciliation
2/14/2018	Mah, Eric	1.00	Update inventory analysis
2/14/2018	Robinson, David	1.10	Review BI methodology; finalize inventory report
2/14/2018	Burkart, Craig	0.60	Prepare inventory claim schedules
2/15/2018	Keraiff, Kristen	6.60	Meeting with client; cost of sales analysis; review subcategorization
2/15/2018	Mah, Eric	2.80	Update Inventory report
2/15/2018	Robinson, David	0.70	Inventory claim; Review BI Claim
2/15/2018	Burkart, Craig	1.50	Prepare inventory loss schedules and report
2/16/2018	Keraiff, Kristen	1.70	Review categorization to determine cost and pricing
2/16/2018	Mah, Eric	0.30	Update inventory report
2/21/2018	Mah, Eric	2.00	Draft report
2/21/2018	Mah, Eric	0.60	Update inventory report
2/21/2018	Keraiff, Kristen	2.50	BI Analysis; Actual sales
2/21/2018	Robinson, David	1.30	Submission of Inventory Report; Preparation of BI Estimate
2/22/2018	Mah, Eric	1.00	Updates to BI schedules
2/22/2018	Keraiff, Kristen	4.90	Analysis of sales; Call and correspondence with management of BG
2/22/2018	Robinson, David	0.70	Review BI Calculations
2/23/2018	Mah, Eric	3.50	Updates to BI model; product margin analysis
2/23/2018	Mah, Eric	0.50	Update Inventory model
2/23/2018	Keraiff, Kristen	4.20	Analysis of sales and inventory values; Call with management of BG
2/23/2018	Robinson, David	1.00	Review of margins
2/23/2018	Burkart, Craig	1.40	Prepare supporting documents for MDD; email correspondence
2/26/2018	Keraiff, Kristen	0.50	Call with management of BG re: sales forecasts
2/26/2018	Robinson, David	0.80	Calculation of product margins
2/27/2018	Keraiff, Kristen	6.40	Analysis of product margins and categorization
2/27/2018	Robinson, David	0.40	Preparation of business interruption calculations
2/28/2018	Keraiff, Kristen	4.20	Analysis of product costing; Margin reconciliation;
2/28/2018	Robinson, David	0.50	Review of margin analysis
3/1/2018	Keraiff, Kristen	10.50	Analysis of margin by customer, by product, by ssID
3/1/2018	Robinson, David	2.20	Review of margin analysis
3/2/2018	Mah, Eric	0.30	Call to discuss inventory model with MDD
3/2/2018	Keraiff, Kristen	7.20	Margin analysis; P&L reconciliation
3/2/2018	Robinson, David	1.50	Phone call with MDD; Prep BI Loss

3/5/2018	Keraiff, Kristen	8.30	Analysis of sales and corresponding margin
3/5/2018	Robinson, David	1.10	Discussion of equipment claim; preparation of BI loss
3/6/2018	Keraiff, Kristen	7.00	Analysis of fixed costs and margins; Call with management of BG
3/6/2018	Robinson, David	1.50	Review business interruption
3/7/2018	Keraiff, Kristen	6.80	Analysis of actual sales; Analysis of fixed costs
3/7/2018	Keraiff, Kristen	4.30	Reference check
3/7/2018	Robinson, David	1.50	Review BI Calculations
3/8/2018	Keraiff, Kristen	6.30	Analysis of margins; Review volume/revenue based on ssID;
3/8/2018	Mah, Eric	1.20	Call with MDD to discuss Inventory file; Send info to MDD
3/8/2018	Robinson, David	2.00	Call with MDD; Review loss model
3/12/2018	Robinson, David	1.60	Review business interruption model
3/13/2018	Keraiff, Kristen	6.80	Call with client; Analysis of chicken margins; Prepare draft report
3/13/2018	Keraiff, Kristen	2.10	Reference check workbook
3/13/2018	Robinson, David	0.70	Review of product margins
3/14/2018	Keraiff, Kristen	4.20	Update model for math and source check; Begin drafting report
3/14/2018	Robinson, David	0.80	Review draft BI calculation
3/15/2018	Keraiff, Kristen	3.00	Analysis of opportunities; Reconciliation of product margins
3/16/2018	Keraiff, Kristen	4.50	Draft report; update schedules; Review model methodology
3/16/2018	Keraiff, Kristen	0.90	Reference check workbook
3/16/2018	Robinson, David	2.00	Meeting with client; review BI model
3/16/2018	Burkart, Craig	2.60	Call on BI and next steps; review BI model and loss calculations
3/19/2018	Robinson, David	1.50	Discuss next steps and reconciliation
3/20/2018	Keraiff, Kristen	5.40	Analysis of variable assumptions impacting loss calculation;
3/20/2018	Robinson, David	0.50	Review of BI analysis and list of questions
3/21/2018	Keraiff, Kristen	2.70	Analysis of impact of various assumptions;
3/21/2018	Robinson, David	1.10	Review assumptions
3/21/2018	Burkart, Craig	1.60	Prepare BI loss model; review loss calculations
3/22/2018	Keraiff, Kristen	3.10	Preparation of BI loss schedules
3/26/2018	Keraiff, Kristen	1.10	Preparation of BI loss schedules
3/26/2018	Robinson, David	0.40	Preparation of schedules
3/27/2018	Keraiff, Kristen	3.30	Preparation of BI loss schedules
			Review documents received and prepare questions regarding equipment
3/27/2018	Mah, Eric	3.00	claim
3/27/2018	Robinson, David	0.40	Preparation for client meeting
3/28/2018	Keraiff, Kristen	7.40	Meeting with client; Preparation of correspondence; Update schedules
3/28/2018	Robinson, David	3.50	Plan for attend meeting with Blue Goose Management
3/29/2018	Robinson, David	0.50	Review notes from meeting with management
4/2/2018	Keraiff, Kristen	1.80	Update schedules for assumptions discussed in meeting with client
4/2/2018	Robinson, David	0.50	Work plan for revisions to BI report

193.50



Invoice 8000102523

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

HSBC Bank Canada c/o Deloitte Restructuring Inc.
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9
Canada

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

Date: May 04, 2018
Client No.: 1136634
WBS#: HSBC0002
Engagement Partner: Paul Casey
HST Registration: 12289 3605

For professional services rendered

Fees
By Deloitte Restructuring Inc. ("Deloitte") as Court-appointed Receiver of Blue Goose Pure Foods Ltd. o/a Tender Choice ("Blue Goose" or the "Company") for the period from February 21 to March 20, 2018.

Please see the attached appendices for details.

Expense

Sales Tax

HST applicable 72,421.50

HST applicable 1,092.33

HST at 13.00% 9,556.80

Total Amount Due (CAD) 83,070.63

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.



Invoice Number 8000102523

May 04, 2018

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
HSBC Bank Canada c/o Deloitte Restructuring Inc.	1136634	8000102523	83,070.63	Payment for Invoice 8000102523

Contact:

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments(remittance email mandatory):

Preferred Method

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:

ABA/Transit Routing: 47696002

Account Number: 1590219

For USD Dollar (\$) Payments, pay:

ABA/Transit Routing: 47696002

Account Number: 1363514

2. Wire Payment:

The Bank of Nova Scotia

Business Service Centre, 20 Queen Street West, 4th Floor, Toronto, Ontario M5H 3R3

For CAD Dollar (\$) Payments, pay:

Account Number: 476961590219

Swift Code: NOSCCATT

For USD Dollar (\$) Payments, pay:

Account Number: 476961363514

Swift Code: NOSCUS33

3. Online Payment:

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to:

For CAD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567C
PO Box 4567, Stn A
Toronto ON M5W 0J1

For USD Dollar (\$) Payments, pay:
DELOITTE MANAGEMENT SERVICES LP
c/o T04567U
PO Box 4567, Stn A
Toronto ON M5W 0J1



Appendix # 1

Summary of Fees				
Professional	Position	Hours	Rate	
Paul Casey, CPA, CA, FCIRP	Senior Vice-President	18.6	\$650.00	\$ 12,090.00
Hartley Bricks, MBA, CA, CIRP	Senior Vice-President	1.5	\$550.00	825.00
Anna Koroneos, CIRP	Senior Manager	27.0	\$470.00	12,690.00
Todd Ambachtsheer, CPA, CA, CIRP	Senior Manager	81.7	\$470.00	38,399.00
Brian Casey	Manager	2.0	\$425.00	850.00
Stacey Greenbaum	Senior	1.0	\$375.00	375.00
Jonathan Chu	Analyst	15.9	\$200.00	3,180.00
Naveen Venugopal	Analyst	13.5	\$200.00	2,700.00
Rose Brown	Trust Administrator	10.5	\$125.00	1,312.50
Total Professional hours and fees		<u>171.7</u>		\$ 72,421.50
<u>Out of Pocket Expenses</u>				
	AFT Hosting		\$200.00	
	mailings and courier		345.47	
	meals		9.58	
	miscellaneous		0.28	
	online research		12.00	
	printing and copying		525.00	1,092.33
				\$ 73,513.83
			HST @ 13%	9,556.80
Amount Payable (CAD)				\$ 83,070.63



Appendix # 2

Date	Professional	Description	Hours
2/21/2018	Ambachtsheer, Todd	Draft First Report of the Receiver; communications regarding insurance status; discussions with insurance advisory group about claim to be filed.	6.8
2/21/2018	Casey, Paul	Review final inventory claim report and instructions; review email from T. Ambachtsheer regarding the bulk inventory offer; meetings with T. Ambachtsheer; other receivership correspondence.	1.2
2/21/2018	Koroneos, Anna	Receivership administration; review and respond to mail redirection; calls and emails with creditors and former employees; team discussions.	2.5
2/22/2018	Ambachtsheer, Todd	Discussion re: CRA audit; finalize auction agreement; discussion regarding server backups; court report drafting; review financial results; correspondence regarding the building demolition status; calls with I. Brosbell regarding insurance.	2.0
2/22/2018	Ambachtsheer, Todd	Discussion regarding the potential bulk inventory sale; check on status of Freshouse weekly receivable payment; calls and emails to P. Paletta; discussion regarding Court attendance; follow up on claim and calls with I. Brosbell; discussions with Platinum regarding asset sale.	3.2
2/22/2018	Brown, Rose	Update employee claims; scan invoices and Service Canada letters.	0.6
2/22/2018	Casey, Brian	Project management regarding the data transfer and document search; Quality review; meetings.	0.5
2/22/2018	Casey, Paul	Review and execute auction proposal; teleconference with HSBC Bank Canada ("HSBC") regarding the equipment; draft en bloc inventory sale recommendation; teleconference P. Paletta; email to HSBC; meeting with T. Ambachtsheer.	2.5
2/22/2018	Koroneos, Anna	Teleconference with creditors and former employees review of mail; update information and draft statement of receipts and disbursements ("R&D")	4.0
2/22/2018	Venugopal, Naveen	Forensic imaging for data transfer.	2.5
2/23/2018	Ambachtsheer, Todd	Follow up calls; calls regarding the Business Interruption claim ("BI claim"); Court Report drafting; discussions with Platinum; calls to ClaimsPro; respond to creditor inquiries.	4.5
2/23/2018	Casey, Brian	Project management regarding the data transfer; meetings; discovery support.	0.5
2/23/2018	Venugopal, Naveen	Forensic imaging for data transfer.	2.5

Date	Professional	Description	Hours
2/26/2018	Ambachtsheer, Todd	deal with Blue Goose audit request; follow up on hard drive scan; correspondence with Vision re invoice; deal with Platinum Assets re: auction; correspondence with First Response; call with Paul Paletta re: inventory; discussions re: court report; calls with ClaimsPro; discussions with J. Stam at GSNH re: Vision; discussions re: Erie offer.	5.7
2/26/2018	Casey, Brian	Project management; QA; meetings.	0.5
2/26/2018	Chu, Jonathan	Supervised PWC auditors and Jeff Van Pelt during Blue Goose audit; coordinated with J. Dusome to retrieve boxes; sent information to auditors and J. Van Pelt as required	11.0
2/26/2018	Koroneos, Anna	Review and update the Wage Earner Protection Program ("WEPP") documents; with J. Fiesta, former employee on her Record of Employment ("ROE"); with Service Canada on ROE and request for form to submit a new document; with J. Kaur on missing cheque and with ADP on same; review of email from Penta Properties; with T. Ambachtsheer on same; call to Canada Revenue Agency ("CRA") regarding the contact for Blue Goose Capital ("BGC"); email to B. Hill and Landon Roedding of BGC.	1.0
2/26/2018	Venugopal, Naveen	Forensic imaging of the servers and laptop for data transfer.	2.5
2/27/2018	Ambachtsheer, Todd	Discussions re: Erie sale; follow up on A/R receipts; follow up on audit request from Blue Goose Capital; discussions with J. Van Pelt re: financials; follow up on BGPFL lease and discuss same; calls re: product liability lawsuit; discussions with J. Stam; draft first report of the Receiver; review lease documentation; calls with ClaimsPro; follow up on IT access	4.2
2/27/2018	Casey, Paul	Meeting T. Ambachtsheer regarding insurance and inventory sale; review and edit First Report to Court.	2.0
2/27/2018	Koroneos, Anna	Draft letter to Penta regarding the internet cancellation; with T. Ambachtsheer on various outstanding matters; look for Assignment of Landlord to Penta Properties from Paletta Four Bros for transfer; teleconference with L. Klingensmith of Blank Rome LLP, legal counsel on a litigation matter in Texas.	2.0
2/27/2018	Venugopal, Naveen	Forensic imaging for data transfer.	0.5
2/28/2018	Ambachtsheer, Todd	Discussions re: Erie transaction, discussions with ClaimsPro; respond to creditor queries; discussions re: lien claims; discussions with A. Milazzo re: lease; discussions re: chillers on roof of 4480; discussions with Bob Hill re: lease; discussions re: HST audit; review payments made after November 10, 2017; respond to creditor queries.	3.9
2/28/2018	Casey, Paul	Discussions T. Ambachtsheer regarding the draft Court Report, Erie transaction and Bill of Sale, Penta Properties sublease status.	1.0
2/28/2018	Venugopal, Naveen	Forensic imaging and troubleshooting for data transfer.	4.0

Date	Professional	Description	Hours
3/1/2018	Ambachtsheer, Todd	Discussions with P. Paletta re: Erie transaction; analysis of payments made after shutdown, drafting Receiver's report; discussions with credit insurer re: Freshhouse; correspondence re: Willard order; call with GSNH re: report; discussions re: CRA audit; review of asset list from Platinum; communications with First Response re: building access; review and comment on Erie APA.	3.1
3/1/2018	Brown, Rose	Confirm mailing address for employees; mailing of T4s to all 2017 employees.	4.0
3/1/2018	Koroneos, Anna	Creditor and former employee inquiries; respond to team emails; instructions to team. With J. Park of CRA on audit; email to L. Roedding of BGC on same; discussion with T. Ambachtsheer.	2.0
3/1/2018	Venugopal, Naveen	Forensic imaging for data transfer.	1.0
3/2/2018	Ambachtsheer, Todd	Discussions re: business interruption claim; discussions re: lease; discussions re: inventory valuation; discussions re: payment on chiller removal; review GSNH changes to report and discuss same; correspondence re: freezer costs; review vesting order	3.3
3/2/2018	Brown, Rose	Banking administration; continue T4 mailing and address confirmation to all 2017 employees.	1.9
3/2/2018	Casey, Paul	Review Erie sale documents; emails T. Ambachtsheer; other outstanding matters.	1.0
3/2/2018	Koroneos, Anna	Meeting with T. Ambachtsheer on status update; with former employees on T4s.	2.5
3/5/2018	Ambachtsheer, Todd	Discussions re: chillers; discussions with S. Greenbaum re: outstanding storage invoices; review Platinum Assets invoice; discuss Erie transaction with P. Paletta; discussions on vesting order; calls re: advance to First Response; review box listings.	4.1
3/5/2018	Brown, Rose	Review of incoming redirected mail; scan Service Canada letters.	0.2
3/5/2018	Casey, Paul	Meeting T. Ambachtsheer regarding the potential sale of inventory to Erie Meats, Court Report; access to the premises from the insurance adjuster; other receivership matters.	0.2
3/5/2018	Chu, Jonathan	Calls to former employees regarding their T4s.	0.1
3/6/2018	Ambachtsheer, Todd	Discussions with P. Paletta re: Erie sale; discussions on other sale opportunities; deal with PwC on audit request; respond to creditor queries; deal with interested parties for assets; schedule update call; discussions re: insurance claim; review and update R&D; call with Adam Moskowitz; discussion with A. Milazzo at BLG; review blackline to report.	6.9
3/6/2018	Brown, Rose	Scan Proofs of Claims ("POC") and Service Canada letters; update Employee WEPP claims; issue R&D to March 2, 2018.	0.7
3/6/2018	Casey, Paul	Meeting T. Ambachtsheer regarding various matters; set up status call with HSBC and counsel; further review of Draft Court Report; distribute to team.	2.5

Date	Professional	Description	Hours
3/7/2018	Ambachtsheer, Todd	update call with HSBC and TGF; work on report; respond to creditor inquiries; discussion re: sales opportunities; draft affidavit of fees; discussion with Erie counsel re: transaction; calls with P. Paletta; discussions with GSNH re: materials; update appendices for Court; discussions with Platinum re: assets for auction;	3.9
3/7/2018	Brown, Rose	Update employee creditor claim amounts with Service Canada payment letters received; review online banking report confirm deposit.	0.2
3/7/2018	Casey, Brian	Project management; meetings regarding data transfer.	0.5
3/7/2018	Casey, Paul	Attend conference call with HSBC and counsel; update Court Report and affidavit; meeting with T. Ambachtsheer, email to counsel.	2.0
3/7/2018	Chu, Jonathan	Enter WEPP updates; call employees regarding T4s; check books and records for personal folder for P. Paletta; finalize draft invoice for Blue Goose audit.	1.7
3/8/2018	Ambachtsheer, Todd	Discussions re: Erie transaction; calls from contractors; correspondence with ClaimsPro; review changes to report; follow up on freezer charges; review of box listings; further discussions on Erie transaction.	4.2
3/8/2018	Brown, Rose	Banking administration: review invoice, prepare disbursement cheques.	0.5
3/8/2018	Casey, Paul	Discussion T. Ambachtsheer; emails regarding the draft Court Report; sign estate cheques.	0.2
3/8/2018	Chu, Jonathan	Order books and records; call with ex-employees.	0.2
3/8/2018	Venugopal, Naveen	Data imaging and transfer admin.	0.5
3/9/2018	Ambachtsheer, Todd	Discuss Erie transaction; respond to creditor inquiries; follow up with ClaimsPro on status of stock; follow up on cheques to issue; responses re: chiller removal costs.	2.9
3/9/2018	Bricks, Hartley	QA Review of First Report and disc. with T. Ambachtsheer re comments.	1.5
3/9/2018	Brown, Rose	Trust banking administration: deposit.	0.3
3/9/2018	Chu, Jonathan	Call with ex-employees.	0.1
3/9/2018	Greenbaum, Stacey	Coordination of payables payment; update payable files.	1.0
3/9/2018	Koroneos, Anna	Emails and responding to employees; with J. Chu on T4s, mail and WEPP throughout the week.	1.0
3/12/2018	Ambachtsheer, Todd	Discussions re: proposed Erie transaction; correspondence re: work to be done as part of building demolition; drafting First Report; correspondence re: damaged equipment; review TGF comments on Court materials.	4.2
3/12/2018	Brown, Rose	Trust administration: scan and save Service Canada letters.	0.3
3/12/2018	Casey, Paul	Meeting T. Ambachtsheer re Erie, Court Report; access; other receivership matters.	2.0

Date	Professional	Description	Hours
3/12/2018	Chu, Jonathan	Receivership administration.	0.8
3/12/2018	Koroneos, Anna	General emails and calls from employees regarding T4s, WEPP and missing cheques; review of payroll; respond to emails and telephone calls; enter updated WEPP payments.	1.5
3/13/2018	Ambachtsheer, Todd	Drafting First Report; correspondence re: missing files; follow up on business interruption claim; drafting fee affidavit; calls and emails re: APA and Erie requirements; follow up on other sales opportunities; discussions with GSNH re: Erie transaction; correspondence with contractors; correspondence with Insurance Advisory re: claim; calls with D. Publow from ClamsPro.	5.1
3/13/2018	Brown, Rose	Update creditor claims on Ascend; trust banking administration: disbursement cheques.	0.8
3/13/2018	Casey, Paul	Review and edit affidavit; discussion T. Ambachtsheer regarding the Erie sale; other matters.	1.0
3/13/2018	Chu, Jonathan	Index records retrieved from the Blue Goose Human Resources office.	1.5
3/13/2018	Koroneos, Anna	With Service Canada and former employees; review of redirected mail; with T. Ambachtsheer on several matters; commission Affidavit of Fees.	1.0
3/14/2018	Ambachtsheer, Todd	Calls with ClaimsPro; work on First Report; discussions with Erie re: sale; correspondence with warehouses re: access; discussions with Platinum re: assets; calls with contractors.	3.8
3/14/2018	Casey, Paul	Receivership administration; discussions with T. Ambachtsheer regarding the draft Court Report.	0.2
3/14/2018	Koroneos, Anna	Work on Sofina memo; review of redirected mail; emails and calls from employees on WEPP and T4; discussion with T. Ambachtsheer.	1.5
3/15/2018	Ambachtsheer, Todd	Multiple calls with Erie re: transaction; review comments; discussions with ClaimsPro re: facility and product in freezers, discussions with Platinum to attend at facility for the morning.	5.8
3/15/2018	Koroneos, Anna	Draft memo regarding the Sofina transactions; review of redirected mail; emails and calls from employees on WEPP and T4s; review of McMillan letter, counsel to Sofina, and draft response; with A. Karim on T4 and send.	2.5
3/16/2018	Ambachtsheer, Todd	Transition meeting with A. Koroneos; discussions with Erie; calls with P. Paletta; discussions with GSNH; update call.	4.1
3/16/2018	Casey, Paul	Attend conference call with Deloitte Insurance; meetings and emails regarding Erie Meats bulk sale issues; review Maple Leaf Foods letter.	1.5
3/16/2018	Koroneos, Anna	Review of memo; call with T. Ambachtsheer regarding status; call re: Erie Meats; review of letter from Miller Thomson for Maple Leaf Foods and product liability on CFIA recall; review of emails; with former employees on T4s and locate for new address.	1.5
3/17/2018	Casey, Paul	Review emails from team and draft reporting email to HSBC.	0.7

Date	Professional	Description	Hours
3/19/2018	Brown, Rose	Estate administration: scan and save Service Canada letters; update amount and admit claims for employee creditors; review employee address and re-send out T4 Slip to new address.	1.0
3/19/2018	Casey, Paul	Correspondence and attend to other receivership matters.	0.1
3/19/2018	Chu, Jonathan	HST netfile for the Receiver for December 2017 through to February 2018.	0.5
3/19/2018	Koroneos, Anna	With T. Ambachtsheer regarding the CFIA contact; with J. Chu on ownerships of vehicles and requirement for transfer; instruct to attend Service Ontario; instruct to attend Service Ontario; email to R. MacDonald of CFIA regarding the renewal of the Blue Goose licence; update First Report of the Receiver.	2.0
3/20/2018	Casey, Paul	Email Paletta; email Erie Meats; discussion A. Koroneos.	0.5
3/20/2018	Koroneos, Anna	Review redirected mail and respond where required; enter Service Canada payment information for WEPP; review of HST audit letter from CRA and contact J. Van Pelt to assist with collection of information; contact Dundee regarding its prior use of the HST account.	2.0
			171.7

TAB D

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

HSBC BANK CANADA

Applicant

-and-

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**AFFIDAVIT OF MARIO J. FORTE
(sworn May 18, 2018)**

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 the receiver, Deloitte Restructuring Inc. (“**Deloitte**”) in these proceedings.
3. Attached as **Exhibit “A”** to this affidavit is are copies of two accounts of GSNH for fees and disbursements incurred by GSNH in the course of this proceeding for the period from March 28, 2018 to May 2, 2018.
4. The average hourly rate charged for the invoices set out in Exhibit “A” is \$456.55. That is comprised of hours docketed by the following timekeepers at GSNH with the corresponding hourly rates:

Mario J. Forte	\$585.00
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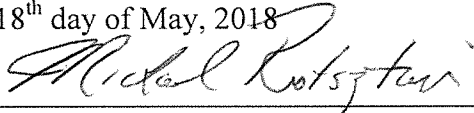
Jennifer Stam \$585.00
Katie Parent \$250.00

5. 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.

6. The hourly billing rates outlined above are comparable to the hourly rates charged by GSNH for services rendered in relation to similar proceedings.

7. I make this affidavit in support of a motion by the Receiver for, among other things, approval of the fees and disbursements of GSNH as its counsel for the period from March 28, 2018 to May 2, 2018.

SWORN before me at the City of Toronto,
in the Province of Ontario
this 18th day of May, 2018



A Commissioner for taking oaths, etc.

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MARIO J. FORTE



GOLDMAN SLOAN NASH & HABER LLP
BARRISTERS & SOLICITORS

This is Exhibit "A" to the Affidavit of
Mario Forte sworn before me
this 18th day of May, 2018.
Michael Rotzler
A Commissioner, 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. 167461
HST # 12233 6290 RT0001
Invoice Date April 26, 2018

Attention: Paul Casey

Client ID: 010004 Matter ID: 0005

RE: Blue Goose

FOR PROFESSIONAL SERVICES RENDERED for the period March 28, 2018 to April 15, 2018

Date	Professional	Narrative	Hours	Rate	Amount
03/28/18	MJF	Discussions and advising on revisions to Erie doc(s); discussions with counsel to Galicon re: process issues;	0.70	585.00	409.50
04/03/18	MJF	Discussions and preparations for report and motion materials to approve activities and possible settlement;	0.30	585.00	175.50
04/04/18	MJF	Discussions re: finalization of aspects of court materials;	0.20	585.00	117.00
04/05/18	JS	Reviewing draft report; conversation with T. Ambachtsheer re same; internal discussions re same;	0.80	585.00	468.00
04/05/18	KP	Revising Notices of Motion regarding approval of fees and activities and Vision Truck motions; correspondence with M. Forte regarding same; scheduling motion date with Commercial List for Friday April 13, 2018; revising service list; revising motion records; correspondence with Receiver regarding final report; correspondence with M. Forte and J. Stam regarding same;	3.80	250.00	950.00



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
04/05/18	MJF	Review final report and discuss motion and review motion materials; discuss and advice on sales process matters;	0.50	585.00	292.50
04/06/18	KP	Revising and finalizing motion records returnable April 16, 2018; preparing draft service emails for same; serving motion record re: approval of fees on service list; serving motion record re: vision truck on service list and Mr. Steve Fretz; preparing and swearing affidavit of service; attendance at Commercial List to file motion records;	3.00	250.00	750.00
04/09/18	JS	Conversation with T. Ambachsteer re Vision release; drafting release for payout of repair invoices; correspondence re same;	1.00	585.00	585.00
04/09/18	MJF	Advising on procedural matters and other relief;	0.20	585.00	117.00
04/09/18	MJF	Discussions with Maple Leaf counsel on procedural issues and discussions of resolution of issues;	0.50	585.00	292.50
04/10/18	JS	Correspondence re Vision release and related matters;	0.30	585.00	175.50
04/10/18	MJF	Advising on enquiries and response from receiver's perspective;	0.30	585.00	175.50
04/11/18	KP	Updating service list and forwarding same to Deloitte for posting on website;	0.20	250.00	50.00
04/11/18	MJF	Negotiating settlement of Vision dispute and advising thereon;	0.60	585.00	351.00
04/12/18	JS	Preparing release re Truck 2304; correspondence with B. Arnold re same; correspondence with Deloitte re same; preparing for April 13 motion;	1.50	585.00	877.50
04/12/18	MJF	Completion of discussions with Maple Leaf counsel;	0.30	585.00	175.50
04/13/18	KP	Preparing copies of Order for Court attendance; circulating order and endorsement to service list;	0.40	250.00	100.00
04/13/18	JS	Attending Court re motion for approval of activities and fees; correspondence re Vision matter; working on same.	1.50	585.00	877.50

Sub-Total Fees: 6,939.50

HST on Fees: 902.14

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Katie Parent	7.40	250.00	1,850.00

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Jennifer Stam	5.10	585.00	2,983.50
Mario Forte	3.60	585.00	2,106.00
	<u>16.10</u>		<u>6,939.50</u>

DISBURSEMENTS

Photocopies	2.50
Laser Copies	333.50

Sub-Total Disbursements: 336.00
Disbursements marked with * indicate exempt

HST on Disbursements: 43.68

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$945.82 HST): \$ 8,221.32

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

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

Billing Lawyer Mario Forte
Invoice No. 167719
HST # 12233 6290 RT0001
Invoice Date May 3, 2018

Attention: Paul Casey

Client ID: 010004 Matter ID: 0005

RE: Blue Goose

FOR PROFESSIONAL SERVICES RENDERED for the period April 19, 2018 to May 2, 2018

Date	Professional	Narrative	Hours	Rate	Amount
04/19/18	MJF	Discussions concerning sale of equipment;	0.20	585.00	117.00
04/25/18	MJF	Review lease interests and prepare to advise on fixture/tenant units etc.; discussions and advice on sale issues;	2.10	585.00	1,228.50
04/26/18	MJF	Review correspondence re: order concerning Texas matter;	0.10	585.00	58.50
04/27/18	MJF	Discussions re: Palletta issues and lease matters;	0.30	585.00	175.50
04/30/18	MJF	Review lien issues;	0.10	585.00	58.50
05/02/18	MJF	Discussions concerning sales process matters and advise thereon; discussions with Maple Leaf counsel on statement of claim	0.40	585.00	234.00
				Sub-Total Fees:	1,872.00
				HST on Fees:	243.36



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.

SUMMARY OF PROFESSIONAL SERVICES

PROFESSIONAL	HOURS	HOURLY RATE	AMOUNT
Mario Forte	<u>3.20</u>	585.00	<u>1,872.00</u>
	<u>3.20</u>		<u>1,872.00</u>

TOTAL LEGAL FEES AND DISBURSEMENTS (includes \$243.36 HST): \$ 2,115.36

THIS IS OUR ACCOUNT HEREIN


GOLDMAN SLOAN NASH & HABER LLP

Per: Mario Forte

E. & O. E.

HSBC BANK CANADA and BLUE GOOSE PURE FOODS LTD.
O/A TENDER CHOICE FOODS

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced TORONTO

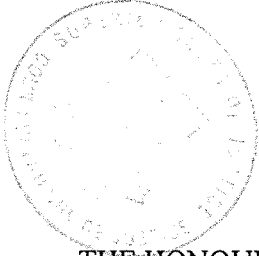
AFFIDAVIT OF MARIO J. FORTE
(sworn May 18, 2018)

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

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

Lawyers for the Receiver

TAB 4



Court File No. CV-17-588349-00CL

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

THE HONOURABLE *MR.*)
JUSTICE *H. J. WILTON-SIDOR*)

THURSDAY, THE 21ST
DAY OF DECEMBER, 2017

AMS

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

BETWEEN:

HSBC BANK CANADA

Applicant

- and -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**ORDER
(appointing Receiver)**

THIS MOTION made by HSBC Bank Canada (the "Applicant") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Deloitte Restructuring Inc. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (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 John Borch sworn December 19, 2017 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the Debtor, no one appearing for any other party although duly served as appears from the affidavit of service of Rachel Bengino

sworn December 20, 2017 and on reading the consent of Deloitte Restructuring Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Deloitte Restructuring Inc. 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**").

3. THIS COURT ORDERS that this Order hereby replaces the Order of this Court granted in these proceedings on December 14, 2017 appointing Deloitte Restructuring Inc. as the Interim Receiver of the assets, undertakings and properties of the Debtor.

RECEIVER'S POWERS

4. 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 (but not required) 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 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 process any and all claims for insurance under the Debtor's insurance policies and receive and collect all monies that may become payable under such policies, subject to the interest of the Applicant as first loss payee;
- (f) 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;
- (g) 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;
- (h) to settle, extend or compromise any indebtedness owing to the Debtor;
- (i) 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;
- (j) 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;

- (k) 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;
- (l) 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*, shall not be required;

- (m) 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;
- (n) 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;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

- (p) 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;
- (q) 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;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to redirect the mail of the Debtor; and
- (t) 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

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, authorized signing officers, employees, agents, accountants, legal counsel (subject to solicitor and client privilege) 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 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.

6. THIS COURT ORDERS that each of the relevant landlords of the Debtor at any of its leased locations or any owners of warehouses where any Property of the Debtor may be located

shall grant the Receiver immediate and continued access to the Property upon request. The Receiver shall not take occupation, possession or control of the Debtor's leased premises located at 4480 Paletta Court, Burlington, Ontario, L7L 5R2 (the "**Burlington Premises**") which were the site of a recent industrial fire. The Receiver shall, however, be permitted continued, unrestricted access to any Property of the Debtor located on the Burlington Premises for the purposes of fulfilling the provisions of this Order. In no event shall the Receiver be required to pay occupation rent in respect of the required access as provided for in this paragraph ⁶, *subject to further order of the Court.* *HW*

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the 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 6 or in paragraph 7 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.

8. 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.

9. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures ^{or equipment} from any leased premises (including the Burlington 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

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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

18. 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. The Receiver shall incur no liability or obligation as a result of it carrying out the provisions of this Order with respect to any Property

of the Debtor located at the Burlington Premises: ^{following activities} (i) removal of books and records, including computer equipment; (ii) inspection and showing of equipment and vehicles; and (iii) removal of equipment and vehicles. Handwritten initials

LIMITATION ON THE RECEIVER'S LIABILITY

19. 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

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

22. 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

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

24. 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.

25. 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.

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

RETENTION OF LAWYERS

27. THIS COURT ORDERS that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver's powers and duties, including without limitation, those conferred by this Order. Such solicitors may include the solicitors for the Applicant herein, in respect of any aspect where the Receiver is satisfied that there is no actual or potential conflict of interest.

SERVICE AND NOTICE

28. 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/BlueGooseTenderChoice

29. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the 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 or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

30. 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.

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

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

33. 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.

34. THIS COURT ORDERS that the Applicant shall have its costs of this motion, 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.

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

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

DEC 21 2017

PER / PAR:

MS

W. Don - L. J.

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 Blue Goose Pure Foods Ltd. o/a Tender Choice Foods 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 21st day of December, 2017 (the "**Order**") made in an action having Court file number CV-17-588349-00CL, 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 _____, 20__.

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

HSBC BANK CANADA and
Applicant

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE
FOODS

Respondent

Court File No. CV-17-588349-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

ORDER
(appointing Receiver)

Thornton Grout Finnigan LLP
Barristers and Solicitors
100 Wellington Street West
Suite 3200
Toronto, Ontario M5K 1K7

D.J. Miller (LSUC# 34393P)
Tel: 416-304-0559
Email: djmillier@tgf.ca

Rachel Bengino (LSUC# 68348V)
Tel: 416-304-1153
Fax: 416-304-1313
Email: rbengino@tgf.ca

Lawyers for the Applicant

TAB 5

Court File Number: CV-17-588349-0002

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

HSBC Bank Canada
Plaintiff(s)

AND

Blue Goose Foods.
Defendant(s)

Case Management Yes No by Judge: _____

Counsel	Telephone No:	Facsimile No:

- Order Direction for Registrar (No formal order need be taken out)
 Above action transferred to the Commercial List at Toronto (No formal order need be taken out)

- Adjourned to: _____
 Time Table approved (as follows):

Endorsement as per the attached.

Dec 29 / 17
Date

W. Hon - M.V.
Judge's Signature

Additional Pages _____

Endorsement

1. Order to go (as amended in paragraphs 6, 9 + 18) on consent of all parties.

It is agreed that

2. [The Receiver will advise all parties as to the loss payees shown on any insurance policies in the name of the Debtor.

It is further agreed that

3. [The landlord of the Burlington Premises (as defined in paragraph 6 of the Order) shall advise by January 5, 2018 of any claim it wishes to assert for occupation rent or amounts under the RSLA. If required, a motion to determine any such entitlement to be scheduled thereafter by the parties. In the interim, and unless and until there is any determination by the Court that the landlord is entitled to payment of any amounts on account of such claims, the Receiver shall have no liability for payment of same.

4. In the event of any determination of liability by the Receiver for payment of occupation rent or amounts pursuant to the RSLA, such obligation (if any) shall only relate to the period following such determination.

TAB 6

COURT FILE NO. CV-17-588349-00CL

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

THE HONOURABLE) FRIDAY, THE 25th DAY
)
JUSTICE) OF MAY, 2018

BETWEEN:

HSBC BANK CANADA

APPLICANT

- AND -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

RESPONDENT

**APPROVAL AND VESTING ORDER
(Export Packers Company Ltd.)**

THIS MOTION, made by Deloitte Restructuring Inc., in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**"), without security, of certain of the assets, undertaking and property of Blue Goose Pure Foods Ltd. O/A Tender Choice (the "**Debtor**") for an order, *inter alia*, approving the sale transaction (the "**Transaction**") contemplated by an asset purchase

agreement between the Receiver, as vendor, and Export Packers Company Ltd., as purchaser (the "**Purchaser**"), dated as of May ●, 2018 (the "**APA**"), a copy of which is attached as confidential appendix "A" to the Second Report of the Receiver dated May ●, 2018 (the "**Second Report**"), and vesting in the Purchaser, all the Receiver's and the Debtors' right, title and interest in and to the property described as the "Purchased Assets" in the APA (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Second Report and appendices thereto, and on hearing the submissions of counsel for the Receiver and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn May ●, 2018, filed,

All capitalized terms herein shall unless otherwise indicated have the meanings ascribed to them in the APA.

1. **THIS COURT ORDERS** that the time for service of the Motion Record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the APA by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents (including without limitation the agreement regarding the payment of post-closing storage fees in respect of Purchased Assets) as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser and be and is hereby further authorized

to administer and to exercise such rights and remedies under the agreement to store Purchased Assets on behalf of the Buyer as provided for in such agreement.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all the Receiver's and the Debtors' right, title and interest in and to the Purchased Assets described in the APA, shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, leases, notices of lease, subleases, licences, restrictions, contractual rights, options, judgments, liabilities (direct, indirect, absolute or contingent), obligations, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"), including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Justice Wilton- Siegel dated December 21, (the "**Receivership Order**"); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**"), and, for greater certainty, this Court orders and declares that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets and are non-enforceable and non-binding as against the Purchaser.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead

of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documentation Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchase all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. The Purchase shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

7. **THIS COURT ORDERS** that, notwithstanding:

- (1) the pendency of these proceedings;
- (2) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (3) any assignment in bankruptcy made in respect of the Debtor,

the vesting of the Purchased Assets in the Purchaser, pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or

voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

8. **THIS COURT ORDERS** that the unredacted APA be and is hereby sealed pending the closing of the Transaction, and the filing of the Receiver's Certificate.

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

SCHEDULE "A"

COURT FILE NO. CV-17-588349-00CL

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

BETWEEN:

HSBC BANK CANADA

APPLICANT

- AND -

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

RESPONDENT

RECEIVER'S CERTIFICATE

RECITALS

- I. Pursuant to order of Justice Wilton-Siegel dated December 21, 2018 (the "Receivership Order"), Deloitte Restructuring Inc. was appointed as receiver (in such capacity, the "Receiver"), without security, of among other things, the property of Blue Goose Pure Foods Ltd. (the "Debtor") defined as the Purchased Assets in an asset purchase agreement between Export Packers Company Ltd., as purchaser, (the "Purchaser") and the Receiver as vendor date as of May • 2018 (the "APA")

- II. Pursuant to an Order of the Court dated May 1, 2018, the Court approved the APA, and provided for the vesting in the Purchaser, in accordance with the APA, of all the Receiver's and the Debtor's right, title and interest in and to the Purchased Assets (as defined in the APA), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the purchase price for the Purchased Assets; (ii) that the conditions to closing as set out in the APA have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction has been completed to the satisfaction of the Receiver.
- III. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the APA.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the purchase price for the Purchased Assets payable on the closing date pursuant to the APA;
2. The conditions to closing as set out in the APA have been satisfied or waived by the Receiver and the Purchaser;
3. The transaction has been completed to the satisfaction of the Receiver; and

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ May • 2018.

DELOITTE RESTRUCTURING INC.
solely in its capacity as the Court-appointed receiver of the Debtor, and not in its personal capacity or in any other capacity

Per: _____
Name:
Title:

SCHEDULE "B"

Registrations Pursuant to the
Personal Property Security Act (Ontario)

AGAINST

BLUE GOOSE PURE FOODS LTD.
(File Currency: January 9, 2018)

	Secured Party	Debtor(s)	Registration No. / File No.	Registration Period	Collateral Classification	Collateral Description
1.	Penske Truck Leasing Canada Inc.	Blue Goose Pure Foods Ltd.	20170509 1406 1462 7736 / 727450992	7 year	Equipment, Motor Vehicle Included	2018, Freightliner, X12564ST, 1FUJGEDV3JLJK8051 2018, Freightliner, X12564ST, 1FUJGRDV5JLJK8052 Together with all attachments accessories substitutions replacements and improvements thereto, including, but not limited to Xata and Qualcomm systems, and all proceeds in any form derived directly or indirectly from any sale and or dealings with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral.
2.	HSBC Bank Canada, as agent	Blue Goose Pure Foods Ltd.	20160229 0952 1590 4108 / 714344031	8 year	Inventory, Equipment, Accounts, Other, Motor Vehicle	

HSBC BANK CANADA and BLUE GOOSE PURE FOODS LTD.
O/A TENDER CHOICE FOODS

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced TORONTO

APPROVAL AND VESTING ORDER
(Export Packers Company Ltd.)

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

Mario Forte (LSUC #27293F)

Tel: 416-597-6477

Email: forte@gsnh.com

Lawyers for the Receiver

TAB 7

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE ___) FRIDAY, THE 25th
JUSTICE _____)
DAY OF MAY, 2018

HSBC BANK CANADA

Applicant

-and-

BLUE GOOSE PURE FOODS LTD. O/A TENDER CHOICE FOODS

Respondent

**ORDER
(Approval of Receiver Fees and Other Relief)**

THIS MOTION made by Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as receiver (the “**Receiver**”) of Blue Goose Pure Foods Ltd. o/a Tender Choice Foods (the “**Debtor**”), for an Order substantially in the form enclosed in the Motion Record, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Receiver's Motion Record in respect of this motion, including the notice of motion and the second report of the Receiver dated May • , 2018 (the “**Second Report**”).

AND UPON hearing the submissions of counsel for the Receiver, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service of Katie Parent sworn May • , 2018; filed;

NOTICE AND SERVICE

1. THIS COURT ORDERS that the time for service of the Motion Record in respect of this motion and the Second Report is hereby abridged and validated so that the motion is properly returnable today, and that further service thereof is hereby dispensed with.

ASSIGNMENT IN BANKRUPTCY ETC.

2. THIS COURT ORDERS that the Receiver is hereby authorized and upon receipt of the consent of HSBC Bank Canada, to assign the Debtor into bankruptcy or to file a proposal in respect of the Debtor, as the Receiver deems appropriate in the circumstances and Deloitte Restructuring Inc. shall be appointed as trustee in bankruptcy, or proposed trustee as the case may be.

3. THIS COURT ORDERS that the trustee in bankruptcy is hereby authorized to rely on the pre-existing security opinion delivered by counsel to the Receiver in this proceeding.

4. THIS COURT ORDERS AND DECLARES that in accordance with paragraph 6 of the Order of Justice Wilton-Siegel dated December 21, 2017 (the “**Appointment Order**”) and the corresponding endorsement, the trustee in bankruptcy is not in occupation of the Leased Premises (as defined in the Second Report) and in no event shall the trustee in bankruptcy be required to pay occupation rent in respect of any required access to the Leased Premises as provided for in paragraph 6 of the Appointment Order.

RECEIVER’S ACTIVITIES AND PROFESSIONAL FEES

5. THIS COURT ORDERS that the activities of the Receiver to date as outlined in the Second Report and the Receiver’s interim statement of receipts and disbursements are hereby approved.

6. THIS COURT ORDERS that the professional fees and disbursements of the Receiver in the amount of \$83,070 are hereby approved.

7. THIS COURT ORDERS that the insurance advisory fees incurred by the Receiver for services provided by Deloitte’s Insurance Advisory practice in the amount of \$61,934 are hereby approved.

8. THIS COURT ORDERS that the professional fees and disbursements of the Goldman Sloan Nash & Haber LLP, as independent counsel of the Receiver, in the amount of \$10,336 are hereby approved.

9. THIS COURT ORDERS that the Receiver is authorized to pay all such fees and disbursements from the available funds.

MISCELLANEOUS

10. THIS COURT ORDERS AND REQUESTS the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and the Federal Court of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province to act in aid of and to be complementary to this Court 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 as may be necessary or desirable to give effect to the Order or to assist the Receiver and its agents in carrying out the terms of this Order.

HSBC BANK CANADA and BLUE GOOSE PURE FOODS LTD.
O/A TENDER CHOICE FOODS

ONTARIO

**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced TORONTO

ORDER

(Approval of Receiver Fees and Other Relief)

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Lawyers for the Receiver

HSBC BANK CANADA and BLUE GOOSE PURE FOODS LTD.
O/A TENDER CHOICE FOODS

Court File No.: CV-17-588349-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
Proceeding commenced TORONTO

MOTION RECORD
(Approval and Vesting Order and Other Relief)
(returnable May 25, 2018)

GOLDMAN SLOAN NASH & HABER LLP
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Lawyers for the Receiver