

2021 01G-2479

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF DH Group Inc.

AND IN THE MATTER OF an application
for a bankruptcy order pursuant to section
43(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c B-3, as amended

ORIGINATING APPLICATION (INTER PARTES)

Recipe Unlimited Corporation (the “**Applicant**”) hereby petitions the Court that DH Group Inc. (the “**Company**”) be adjudged bankrupt and that a bankruptcy order be made with respect to the property of the Company and says:

1. **THAT** the Company is a body corporate, incorporated under the laws of the Province of Newfoundland and Labrador and having its registered office at 190 Main Road, North River, Newfoundland and Labrador. The Company has, at some time during the six month preceding the filing of this Application, carried on business within the jurisdiction of this Court.
2. **THAT** as of March 17, 2021 the Company is justly and truly indebted to the Applicant in the amount of approximately \$257,797.82 excluding interest and unpaid professional fees (the “**Indebtedness**”).
3. **THAT** the Applicant holds security over certain property of the Company for the payment of the Indebtedness, pursuant to a General Security Agreement providing a security interest over all present and after-acquired personal property of the Company, notice of which was registered at the Personal Property Security Registry for the Province of Newfoundland and Labrador on July 27, 2011 as Registration Number 9267063.

4. **THAT** the Applicant estimates that the collective value of its security is approximately \$27,210.00.

5. **THAT** the Company, within the six months next preceding the date of the filing of this Application for Bankruptcy Order, has committed the following act of bankruptcy, namely that:
 - a. The Company has ceased to meet its liabilities generally as they become due, and, in particular, has ceased to meet their liabilities to the Applicant and thereby committing an act of bankruptcy pursuant to Section 42(1)(j) of the BIA.

6. **THAT** Deloitte Restructuring Inc. ("**Deloitte**") is qualified to act as trustee of the property of the Company, and has agreed to act as such if a bankruptcy order is granted against the property of the Company.

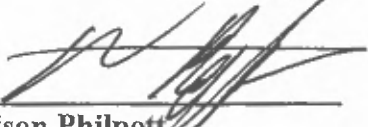
7. **THAT** the Company is also indebted to the following other secured creditors:

Creditor	Amount of Debt
Canadian Imperial Bank of Commerce	\$869,672.50 plus legal costs and interest

8. **THAT** the Company is also indebted to the following other Judgment Creditors:

Creditor	Amount of Debt
CRA (Judgment Creditor)	\$154,337.60
Business Development Bank of Commerce (Judgment Creditor)	\$47,391.24

DATED at St. John's, in the Province of Newfoundland and Labrador this 30th day of March, 2021.

for 
Allison Philpott
COX & PALMER
Counsel for the Applicant
Whose address for service is
1000-235 Water Street
St. John's, NL A1C 1B6

ISSUED at St. John's, in the Province of Newfoundland and Labrador this 31st day of March, 2021

(Sgd) 

COURT OFFICER

SERVICE LIST

TO: DH Group Inc.
190 Main Road
North River, NL

AND TO: Canadian Imperial Bank of Commerce

AND TO: Canada Revenue Agency

AND TO: Business Development Bank of Canada

AND TO: Office of the Superintendent of Bankruptcy
Industry Canada
1505 Barrington St., 16th Floor
Halifax, NS B3J 3K5

2021 _____

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF DH Group Inc.

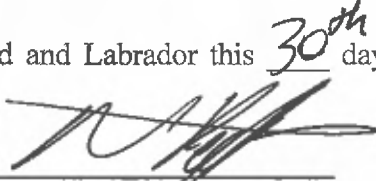
AND IN THE MATTER OF an application
for a bankruptcy order pursuant to section
43(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c B-3, as amended

NOTICE OF HEARING OF APPLICATION

TAKE NOTICE THAT an Application for a bankruptcy order in respect of your property will be heard before a judge of the Supreme Court of Newfoundland and Labrador, sitting in Bankruptcy and Insolvency, in chambers at the Court House, 309 Duckworth Street, St. John's, Newfoundland and Labrador on the 27th day of April, 2021 at the hour of 10 o'clock in the forenoon or so soon after as the Application can be heard.

AND FURTHER TAKE NOTICE THAT if Notice of cause against the Application is not filed in Court and a copy thereof served on the solicitor for the Applicant(s) at least two days before the heading and if you do not appear at the hearing the Court may make a bankruptcy order on such proof of the statement in the Application as the Court shall think sufficient.

DATED at St. John's, in the Province of Newfoundland and Labrador this 30th day of March, 2021.


for: Allison Philpott
COX & PALMER
Counsel for the Applicant
Whose address for service is
1000-235 Water Street
St. John's, NL A1C 1B6

TO: DH Group Inc.
190 Main Road
North River, NL

AND TO: Canadian Imperial Bank of Commerce

AND TO: Canada Revenue Agency

AND TO: Business Development Bank of Canada

AND TO: Office of the Superintendent of Bankruptcy
Industry Canada
1505 Barrington St., 16th Floor
Halifax, NS B3J 3K5

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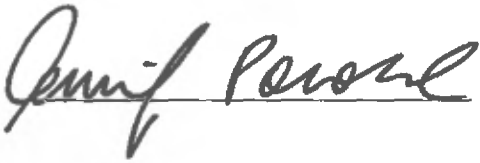
**AFFIDAVIT OF TRUTH OF STATEMENTS IN APPLICATION FOR A BANKRUPTCY
ORDER**

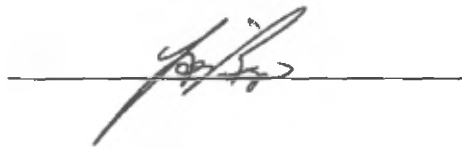
I, Luis Rego, of the City of Vaughan in the Province of Ontario, MAKE OATH AND SAY:

1. THAT I am the Vice President, Restaurant Central Operations with Recipe Unlimited Corporation (the “Applicant”) and as such I have personal knowledge of the facts deposed to herein except as otherwise stated.
2. THAT the Applicant is the successor by amalgamation to Cara Operations Limited.
3. THAT DH Group Inc. (the “Company”) is justly and truly indebted to the Applicant in the sum of \$257,797.82, excluding interest and unpaid professional fees (the “Indebtedness”). A copy of an account receivable statement is attached hereto as Exhibit “A”.
4. THAT the Applicant holds security over certain property of the Company for the payment of the Indebtedness, pursuant to a General Security Agreement providing a security interest over all present and after-acquired personal property of the Company, notice of which was registered at the Personal Property Security Registry for the Province of Newfoundland and Labrador on July 27, 2011 as Registration Number 9267063.

5. THAT I believe that the value of this security to be \$27,210.00. This assessment is based on an Appraisal of the personal property dated August 10, 2020 from Fitzpatrick's Auctioneers, Liquidators and Appraisers to the Applicant.
6. THAT I believe Deloitte Restructuring Inc. ("Deloitte") is qualified to act as trustee of the property of the Company, and has agreed to act as such if a bankruptcy order is granted against the property of the Company. A copy of the Consent to Act signed by Deloitte is attached hereto as Exhibit "B".
7. THAT the Company is also indebted to the Canadian Imperial Bank of Commerce ("CIBC") in the amount of \$869,672.50 plus legal costs and interest. A copy of a Statement of Claim filed by CIBC outlining this indebtedness is attached hereto as Exhibit "C".
8. THAT the facts as alleged in the said Application are within my own knowledge true.
9. THAT I swear this affidavit in support of, *inter alia*, an order adjudging the Company bankrupt, and a bankruptcy order made in respect of the property of the Company and for no other or improper purpose.

SWORN TO at the City of Vaughan
in the Province of Ontario this 25th
day of March, 2021 before me:





This is Exhibit "A" referred to in the affidavit of
Luis Rego _____, sworn before me this
25th day of March, 2021.

Janif Ponce

Notary Public or Commissioner of Oaths
(affix seal)



3634 - Montana's Torbay & Stavanger N
 Balance as of 2021-Mar-17

Ty	Doc	Doc Co	Loc	Invoice Date	Remark	Open Amount	Gross Amount	G/L Offset
RM	513238	3000	3634	05/23/20	F20-WK12 WE Mar22-Aggreg.CR	(27.05)	(27.05)	ADV
UT	1281779	3000	3634	05/23/20	F20-WK12 WE Mar22-ADV	209.24	209.24	ADV
						182.19	182.19	ADV Total
RM	496350	3000	3634	03/19/20	CAM recovery Adj Jan-Mar, 2020	(1,474.81)	(1,474.81)	ART
RM	496350	3000	3634	03/19/20	CAM provision Adj Jan-Mar,2020	(349.31)	(349.31)	ART
RM	496350	3000	3634	03/19/20	Water Adj Jan to Mar, 2020	(874.85)	(874.85)	ART
						(2,698.97)	(2,698.97)	ART Total
RM	497929	1087	3634	03/22/20	F20-WK12 WE Mar22-GvxRedeem	(375.41)	(375.41)	GVX
						(375.41)	(375.41)	GVX Total
RI	1288924	3000	3634	05/23/20	IT Rental & Support-Apr-20	1,584.13	1,584.13	MIT
RI	1288924	3000	3634	05/23/20	IT Rental & Support Cr.-Apr-20	(792.07)	(792.07)	MIT
RI	1289593	3000	3634	05/23/20	IT Rental & Support-May-20	1,584.13	1,584.13	MIT
RI	1289593	3000	3634	05/23/20	IT Rental & Support Cr.-May-20	(792.07)	(792.07)	MIT
RI	1309561	3000	3634	07/07/20	IT Rental & Support-Jul-20	1,584.13	1,584.13	MIT
						3,168.25	3,168.25	MIT Total
RI	1425655	3000	3634	01/31/21	2018-RT-adjustment	36,962.36	36,962.36	MRT
RI	1425655	3000	3634	01/31/21	2019-RT-adjustment	36,425.72	36,425.72	MRT
RI	1378328	3000	3634	10/31/20	Jan-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1425655	3000	3634	01/31/21	Jan-20-RT-adjustment	35,630.82	35,630.82	MRT

RI	1378329	3000	3634	10/31/20 Feb-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1378330	3000	3634	10/31/20 Mar-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1307896	3000	3634	06/03/20 April-20-50%,Water-MON-13 Stav	302.69	302.69	MRT
RI	1307896	3000	3634	06/03/20 April-20-50%,Minimum Rent-MON-	5,342.71	5,342.71	MRT
RI	1307896	3000	3634	06/03/20 April-20-50%,CAM-MON-13 Stavan	358.65	358.65	MRT
RI	1307896	3000	3634	06/03/20 April-20-50%,CAM-MON-13 Stavan	181.44	181.44	MRT
RI	1378331	3000	3634	10/31/20 Apr-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1307897	3000	3634	06/03/20 May-20-50%,Water-MON-13 Stavan	302.69	302.69	MRT
RI	1307897	3000	3634	06/03/20 May-20-50%,Minimum Rent-MON-13	5,342.72	5,342.72	MRT
RI	1307897	3000	3634	06/03/20 May-20-50%,CAM-MON-13 Stavange	358.66	358.66	MRT
RI	1307897	3000	3634	06/03/20 May-20-50%,CAM-MON-13 Stavange	181.46	181.46	MRT
RI	1378332	3000	3634	10/31/20 May-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1307898	3000	3634	06/03/20 June-20-50%,Water-MON-13 Stava	302.69	302.69	MRT
RI	1307898	3000	3634	06/03/20 June-20-Minimum Rent-MON-13 S	5,342.72	5,342.72	MRT
RI	1307898	3000	3634	06/03/20 June-20-CAM-MON-13 Stavanger	358.66	358.66	MRT
RI	1307898	3000	3634	06/03/20 June-20-CAM-MON-13 Stavanger	181.46	181.46	MRT
RI	1378333	3000	3634	10/31/20 June-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1312458	3000	3634	07/01/20 July-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1312458	3000	3634	07/01/20 July-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1312458	3000	3634	07/01/20 July-20-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1312458	3000	3634	07/01/20 July-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1378334	3000	3634	10/31/20 July-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1331223	3000	3634	08/01/20 Aug-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1331223	3000	3634	08/01/20 Aug-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1331223	3000	3634	08/01/20 Aug-20-CAM-MON-13 Stavanger	362.91	362.91	MRT

RI	1331223	3000	3634	08/01/20 Aug-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1378335	3000	3634	10/31/20 Aug-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1348012	3000	3634	09/01/20 Sep-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1348012	3000	3634	09/01/20 Sep-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1348012	3000	3634	09/01/20 Sep-20-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1348012	3000	3634	09/01/20 Sep-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1378336	3000	3634	10/31/20 Sep-20-RT-MON-13 Stavanger D	750.38	750.38	MRT
RI	1361797	3000	3634	10/01/20 Oct-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1361797	3000	3634	10/01/20 Oct-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1361797	3000	3634	10/01/20 Oct-20-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1361797	3000	3634	10/01/20 Oct-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1445986	3000	3634	03/12/21 Nov-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1445986	3000	3634	03/12/21 Nov-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1445986	3000	3634	03/12/21 Nov-20-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1376558	3000	3634	11/01/20 Nov-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1391318	3000	3634	12/01/20 Dec-20-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1391318	3000	3634	12/01/20 Dec-20-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1391318	3000	3634	12/01/20 Dec-20-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1391318	3000	3634	12/01/20 Dec-20-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1445909	3000	3634	03/12/21 Oct to Dec 2020-RT	2,251.13	2,251.13	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-Deferred Rent Payment	2,671.36	2,671.36	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-CAM-MON-13 Stavanger	179.33	179.33	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-CAM-MON-13 Stavanger	90.72	90.72	MRT

RI	1407196	3000	3634	01/01/21 Jan-21-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1407196	3000	3634	01/01/21 Jan-21-Water-MON-13 Stavange	151.36	151.36	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-Deferred Rent Payment	2,671.36	2,671.36	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-CAM-MON-13 Stavanger	179.33	179.33	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-CAM-MON-13 Stavanger	90.72	90.72	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1425159	3000	3634	02/01/21 Feb-21-Water-MON-13 Stavange	151.36	151.36	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-Minimum Rent-MON-13 S	10,685.42	10,685.42	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-Deferred Rent Payment	2,671.36	2,671.36	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-CAM-MON-13 Stavanger	717.31	717.31	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-CAM-MON-13 Stavanger	179.33	179.33	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-CAM-MON-13 Stavanger	362.91	362.91	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-CAM-MON-13 Stavanger	90.72	90.72	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-Water-MON-13 Stavange	605.38	605.38	MRT
RI	1438620	3000	3634	03/01/21 Mar-21-Water-MON-13 Stavange	151.36	151.36	MRT
					183,809.41	145,927.45	MRT Total
RI	1267254	3000	3634	03/22/20 WK12 Recipe Del & Pickup Fees	43.69	43.69	OFF
					43.69	43.69	OFF Total
RM	498657	3000	3634	03/22/20 Pepsi EquipAccru Q4 2019	(86.74)	(86.74)	OTH
RI	1268567	3000	3634	03/27/20 Purolator 443728330	19.47	19.47	OTH
RI	1275015	3000	3634	05/03/20 SDM Promo 2020 Feb23-Mar22	62.10	62.10	OTH
RI	1275015	3000	3634	05/03/20 SDM Promo 2020 Roy Credit	(3.10)	(3.10)	OTH
RI	1275015	3000	3634	05/03/20 SDM Promo 2020 Adv Credit	(1.87)	(1.87)	OTH

RI	1382175	3000	3634	10/30/20 TPH 78105318	17.25	17.25	OTH
					<u>7.11</u>	<u>7.11</u>	OTH Total
UT	1281779	3000	3634	05/23/20 F20-WK12 WE Mar22-ROY	278.99	278.99	ROY
					<u>278.99</u>	<u>278.99</u>	ROY Total
RM	497292	1087	3634	03/22/20 F20-WK12 WE Mar22-SCE BON	4.49	4.49	SCE
RM	497292	1087	3634	03/22/20 F20-WK12 WE Mar22-SCE Red	(11.51)	(11.51)	SCE
RM	497292	1087	3634	03/22/20 F20-WK12 WE Mar22-SCE Fee	1.50	1.50	SCE
					<u>(5.52)</u>	<u>(5.52)</u>	SCE Total
					<u>257,797.82</u>	<u>257,797.82</u>	Grand Total

This is Exhibit "B" referred to in the affidavit of
Luis Rego, sworn before me this 25th day
of March, 2021.



Notary Public or Commissioner of Oaths
(affix seal)



Via email

March 12, 2021

Griffith Roberts
Partner
Cox and Palmer
Suite 1100 Scotia Centre, 235 Water Street
St. John's, NL A1C 1B6

Dear Griff,

Subject: DH Group Inc. ("DH")

We understand that your client, Recipe Unlimited Corporation ("**Recipe**"), intends to make an application to the Supreme Court of Newfoundland and Labrador General Division in Bankruptcy and Insolvency (the "**Court**") for an order (the "**Bankruptcy Order**") having DH adjudged bankrupt.

Deloitte consents to act as the licensed insolvency trustee (the "**Trustee**") pursuant to the draft Bankruptcy Order provided to the Court.

Sincerely,

DELOITTE RESTRUCTURING INC.

Per:



James Foran
Senior Vice President

This is Exhibit "C" referred to in the affidavit of
Luis Rego, sworn before me this 25th day
of March, 2021.

Quint Perce

Notary Public or Commissioner of Oaths
(affix seal)



2020 01G 4501

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

PLAINTIFF

AND:

**DH GROUP INC. o/a MONTANA'S
COOKHOUSE**

FIRST DEFENDANT

AND:

DIANNE ANTHONY

SECOND DEFENDANT

AND:

DAVID WINSTON ANTHONY

THIRD DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff, Canadian Imperial Bank of Commerce, is a chartered bank with its head office in Toronto, Province of Ontario, and was at all material times duly authorized to carry on business in Newfoundland and Labrador.
2. The First Defendant, DH Group Inc. (the "Borrower"), is a Newfoundland and Labrador corporation with a registered address at 190 Main Road, North River, Newfoundland and Labrador.
3. The Second Defendant, Dianne Anthony ("Dianne"), is an individual with a last known address at 190 Main Road, North River, Newfoundland and Labrador and a guarantor of the Borrower.
4. The Third Defendant, David Winston Anthony ("David"), is an individual with a last known address at 190 Main Road, North River, Newfoundland and Labrador and a guarantor of the Borrower (and, collectively with the First, Second, and Third Defendant, the "Defendants").

Defendants Indebtedness

5. On or about February 8, 2016, the Plaintiff entered into a loan agreement (the "Loan Agreement") with the Borrower wherein the Plaintiff agreed to provide Credit Facilities (defined below) to the Borrower.

6. Pursuant to the terms of the Loan Agreement referenced above in paragraph 5, the Plaintiff provided the Defendants with the following credit facilities (collectively, the "Credit Facilities"):
 - (a) Facility A \$100,000.00 Revolving Line of Credit;
 - (b) Facility B \$916,000.00 Term Facility;
 - (c) Facility C \$216,000.00 Term Facility; and,
 - (d) Facility D \$50,000.00 Corporate Classic Visa.
7. Pursuant to the terms of the Loan Agreement, Dianne and David executed guarantees and postponements of claims for the Credit Facilities.

David and Dianne's Guarantees

8. On or about February 8, 2012, David guaranteed the payment, on demand, to the Plaintiff of all debts and liabilities of the Borrower's pursuant to the Credit Facilities up to a maximum of **\$1,000,000.00**, with interest thereon to accrue in accordance with the Credit Facilities.
9. On or about January 25, 2012, Dianne guaranteed the payment, on demand, to the Plaintiff of all debts and liabilities of the Borrower's pursuant to the Credit Facilities to an unlimited amount, with interest thereon to accrue in accordance with the Credit Facilities.

Defendants Default and Plaintiff's Demands

10. The Defendants have defaulted on their payment obligations under the Credit Facilities.
11. On July 31, 2020, the Plaintiff served upon the Defendants:
 - (a) a demand for payment of all monies owing to the Plaintiff under the Credit Facilities in the total amount of **\$864,759.46** as of July 21, 2020; and
 - (b) a Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*, R.S.C., c. B-3.
12. Despite demand, to date, none of the Defendants have paid the outstanding balances due and owing to the Plaintiff under the Credit Facilities or the corresponding guarantees.

Outstanding Amounts

13. The amount due as of **August 31, 2020**, from the Defendants to the Plaintiff under the Credit Facilities is **\$869,672.50**, which is calculated as follows:
 - (a) Facility A:
 - (i) Principal outstanding: **\$108,575.15**
 - (ii) Accrued interest: **\$688.33** (Interest accrues at the Bank's prime rate of interest plus 2.000% per year)

- (b) Facility B:
 - (i) Principal outstanding: **\$579,807.13**
 - (ii) Accrued interest: **\$4,308.37** (Interest accrues at the rate of 4.24% per year)
- (c) Facility C:
 - (i) Principal outstanding: **\$138,315.25**
 - (ii) Accrued interest: **\$979.88** (Interest accrues at the rate of 4.24% per year)
- (d) Facility D:
 - (i) Principal outstanding: **\$36,048.30**
 - (ii) Accrued interest: **\$950.09** (Interest accrues at the rate of 19.99% per year)

Plaintiff's Collateral Security

- 14. As collateral security to the indebtedness described above, the Borrower granted:
 - (a) a general security interest to the Plaintiff on January 25, 2012 in respect of all of Borrower's present and after-acquired personal property and all proceeds thereof. The Plaintiff registered a financing statement pursuant to the *Personal Property Security Act*, SNL 1998, c P-7. (the "PPSA") with the Personal Property Registry (Newfoundland & Labrador), in respect thereof on March 16, 2012. The Plaintiff pleads and relies upon the PPSA and, in particular, s. 59 thereof.
 - (b) a collateral realty mortgage dated March 14, 2012, that was registered on March 15, 2012 with the Registry of Deeds (Newfoundland & Labrador) with respect to the lands and property interests described therein.
- 15. Each security interest described above is a valid security interest and the Plaintiff is entitled to possession of the security by reason of the Plaintiff's demand for repayment of the indebtedness.

Relief Sought

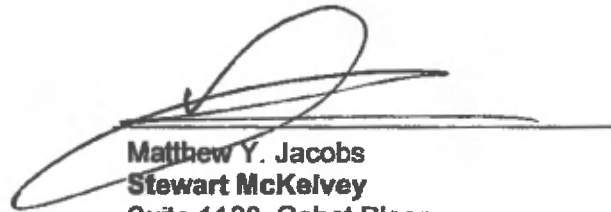
- 16. As against the Defendants on a joint and several basis, the Plaintiff repeats and relies upon the foregoing and claims an Order for Judgment in the amount of **\$869,672.50**, plus disbursements, agreed interest after the Demand Date to the date of judgment as well as professional fees and legal costs.

AND the Plaintiff therefore claims against the Defendants:

- (a) **\$869,672.50;**
- (b) Pre-judgment interest from August 31, 2020 pursuant to the terms of the Credit Facilities and the guarantees;

- (c) Post-Judgment Interest pursuant to the *Judgment Interest Act*;
- (d) Costs; and
- (e) Such other relief as this Honourable Court deems just.

DATED at St. John's, Newfoundland and Labrador this 18th day of September, 2020.



Matthew Y. Jacobs
Stewart McKelvey
Suite 1100, Cabot Place
100 New Gower Street
St. John's, NL A1C 6K3
Solicitors for the Plaintiff

TO: **DH Group Inc. o/a Montana's Cookhouse**
190 Main Road
P.O. Box 37
North River, NL A0A 3C0
First Defendant

AND TO: **Dianne Anthony**
P.O. Box 37
North River, NL A0A 3C0
Second Defendant

AND TO: **David Winston Anthony**
P.O. Box 37
North River, NL A0A 3C0
Third Defendant

AND TO: **Supreme Court of Newfoundland and
Labrador General Division**
309 Duckworth Street
St. John's, NL A1C 5M3

ISSUED at St. John's, Newfoundland and Labrador, this 22nd day of September, 2020.

(Sgd) 
COURT OFFICER

2021_____

**IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF DH Group Inc.

AND IN THE MATTER OF an application
for a bankruptcy order pursuant to section
43(1) of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c B-3, as amended

ORDER

BEFORE THE HONOURABLE _____ JUSTICE _____ :

UPON THE APPLICATION of Recipe Unlimited Corporation (the “**Applicant**”);

AND UPON READING the application of the Applicant, the Affidavit of Luis Rego, and upon hearing Allison Philpott, counsel for the Applicant, and it appearing to the Court that the following acts of bankruptcy have been committed by DH Group Inc., a company duly incorporated under the laws of the Province of Newfoundland and Labrador (the “**Company**”);

(a) The Company has ceased to meet its liabilities generally as they become due;

IT IS ORDERED THAT

1. The Company is hereby adjudged bankrupt and a bankruptcy order is hereby made against the Company;
2. Deloitte Restructuring Inc. is hereby appointed trustee of the estate of the Company (the “**Trustee**”);

3. The Trustee shall forthwith give security in cash or by bond for the due accounting for, the payment and the transfer of all property received by the Trustee as trustee and for the due and faithful performance of the Trustee's duties in accordance with subsection 16(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended; and
4. The costs of the Applicant shall be paid out the estate of the Company upon taxation thereof.

DATED at St. John's, Newfoundland and Labrador this ____ day of March, 2021.
