

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

IN THE MATTER OF an application of
Big Erics Inc. and Terra Nova Old Port Foods
Inc.

AND IN THE MATTER OF the *Companies'*
Creditors Arrangement Act R.S.C., 1985 c. C-
36 as amended ("**CCAA**")

**THIRD REPORT OF GRANT THORNTON LIMITED,
IN ITS CAPACITY AS MONITOR
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36
OF BIG ERICS INC. AND TERRA NOVA OLD PORT FOODS INC.**

December 15, 2023



**Grant Thornton Limited,
Court-Appointed Monitor**

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INTRODUCTION

1. On July 11, 2023, Big Erics Inc (“**BEI**”) and Terra Nova Old Port Foods Inc. (“**TNOPI**”) (collectively as, the “**Companies**”) made an application to the Supreme Court of Newfoundland and Labrador (the “**Court**”) to convert previously filed Notices of Intention to Make a Proposal (“**NOIs Proceedings**”) to proceedings under the Companies’ Creditors Arrangement Act, R.S.C., 1985, c. C-36, as amended (“**CCAA Proceedings**”). On July 18, 2023, the Court issued an order (the “**Initial Order**”) and Grant Thornton Limited was appointed as Monitor (in such capacity, the “**Monitor**”) for the Companies.
2. Pursuant to the Initial Order, amongst other things, all creditors were stayed from commencing or continuing any proceedings against the Companies until, and including, July 28, 2023 (“**Stay of Proceedings**”), or until such date as the Court may subsequently order. The Stay of Proceedings was further extended by multiple orders and, most recently, to December 31, 2023 by the amended and restated initial order (“**ARIO**”) issued on September 22, 2023.
3. On October 25, 2023, the Court issued a sales and investment solicitation process order (“**SISP**” and “**SISP Order**”) which directed and empowered Noseworthy Chapman (the “**SISP Advisor**”) to administer a SISP in the CCAA Proceedings.
4. This third report of the Monitor (the “**Third Report**”), as well as the previous reports of the Monitor and all other relevant information in respect of these CCAA Proceedings and the previous NOIs Proceedings has been made available to stakeholders on the Monitor’s case website at www.GrantThornton.ca/BigErics. Readers are encouraged to read the following reports of the Proposed Monitor and of the Monitor, the materials filed with the Court in relation to the applications and the orders of the Court, to provide additional information on these CCAA proceedings:

Reports to the Court

- (a) Pre-Filing Report of Grant Thornton Limited in its capacity as Proposed Monitor dated July 17, 2023;
- (b) First Report of Grant Thornton Limited in its capacity as Monitor dated July 25, 2023;
- and

- (c) Second Report of Grant Thornton Limited in its capacity as Monitor dated September 20, 2023.

Court Orders

- (a) CCAA Initial Order dated July 18, 2023;
- (b) ARIO dated July 28, 2023;
- (c) ARIO dated August 25, 2023;
- (d) ARIO dated September 22, 2023, attached hereto as **Appendix “A”**; and
- (e) SISP Order dated October 25, 2023, attached hereto as **Appendix “B”**.

PURPOSE OF THE THIRD REPORT

- 5. The purpose of the Third Report is to inform the Court of the following:
 - (a) An update on the activities of the Monitor and the Companies since September 20, 2023, the date of the second report (the **“Second Report”**);
 - (b) Provide the Court with information on BEI’s financial capacity to provide an undertaking for damages in its injunction proceeding; and.
 - (c) Provide the Court with the Monitor’s recommendation on the relief sought by the Company on December 18, 2023.

TERMS OF REFERENCE

- 6. In preparing this Third Report, the Monitor has relied upon unaudited internal financial statements, certain other financial information and financial projections of the Companies, discussions with management of the Companies (**“Management”**) and its legal advisors, and discussions with the SISP Advisor (collectively, the **“Information”**). While the Monitor has reviewed the Information for reasonableness and believes that the information provides a fair summary of the transactions and underlying financial position as reflected in the documents of the Companies, the Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Generally Accepted Auditing Standards.

7. Some of the Information used in preparing this Third Report consists of forward-looking information, including the Cash Flow Projections. The Monitor cautions that such information is based on assumptions about future events and conditions that are not yet ascertainable. The actual results with respect to the forward-looking information and the variations thereof could be significant.
8. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, within the context in which the Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Third Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Companies and Management.
9. The Third Report has been prepared for the use of this Honourable Court and the Companies' stakeholders as general information relating to the Companies and these CCAA Proceedings, and to assist the Court in determining whether to grant the relief sought in the Companies' application. Accordingly, the reader is cautioned that this Third Report may not be appropriate for any other purpose. The Monitor does not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Third Report contrary to the provisions of this paragraph.
10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in the ARIO granted by the Court.

ACTIVITIES OF THE MONITOR

11. Since the date of the Second Report, the Monitor has, among other things:
 - (a) Continued to assist the Companies with their communications of these CCAA Proceedings to creditors and other stakeholders;
 - (b) Provided restructuring advice to the Companies, including the orderly wind down of the operations of TNOPFI;

- (c) Provided advice to the Companies and SISP Advisor on the implementation and management of the SISP process;
- (d) Interacting with the Companies' legal counsel and SISP Advisor;
- (e) Monitored the operations of the Companies, including, but not limited to, reviewing sales targets and cash flow reporting, reviewing, and following up with Company on questions when required;
- (f) Continued to assist the Companies and hold conversations with employees, creditors, and suppliers;
- (g) Respond to creditor queries and communications in a timely fashion;
- (h) Provided advice to Management on restructuring options and issues during the proceeding;
- (i) Attend various court hearings including the hearing on the SISP, and various hearings in relation to an application by BEI for an injunction against certain parties;
- (j) Attend various meeting with the Companies and their legal advisors on the Companies restructuring and the CCAA proceeding;
- (k) Continued to maintain the Monitor's case website; and
- (l) Preparation of this Third Report.

ACTIVITIES OF THE COMPANIES

12. Since the date of the Second Report, the Companies have, among other things:
- (a) Continued to maintain the operations of BEI;
 - (b) Continued to engage with the employees of BEI to garner alignment to the restructuring process;
 - (c) Continued to engage with suppliers to maintain support for the restructuring process including negotiating revised credit terms (where applicable), and communicate on the stay of proceeding and its impact on pre-filing balances owing;

- (d) Continued to engage with customers, bid on projects, and win new sales to support the business during the restructuring process, including negotiating revised deposit terms (where applicable) and communicating on the effects of the stay of proceeding;
- (e) Continued to execute on the orderly wind down of TNOPI including, but not limited to, the filing of HST and other government returns, the collection of outstanding accounts receivable, the payment of any remaining invoices and agree to the termination of TNOPI credit cards with the Bank of Montreal ("**BMO**");
- (f) Initiated a court application for an injunction against former employees of BEI;
- (g) Consulted and successfully implemented, in conjunction with SISP Advisor, BEI's SISP;
- (h) Continued communication with the Monitor, creditors, customers, suppliers and other stakeholders;
- (i) Responded to Monitor queries in a timely manner; and
- (j) Provided the Monitor with regular cash flow reporting and related financial reports as required by the Monitor.

LITIGATION

- 13. The Monitor has been made aware of a possible claim from a former employee of BEI pursuant to which either wages or termination pay may be owed. The Monitor has not reviewed the status of this potential claim, or determined if any priority exists. The status of this litigation has not changed since the Second Report.
- 14. The Monitor has also been made aware of ongoing litigation between BEI and Vision 33. The litigation includes a claim and counterclaim. The Monitor has not reviewed the status of this proceeding, or the claim, or determined if any priority exists. The status of this litigation has not changed since the Second Report.
- 15. On October 30, 2023, BEI filed an application pursuant to Rule 22.01 and 22.02 for an interlocutory injunction against certain parties alleging a breach of the ARIO and certain confidentiality and non-compete provisions of employment agreements. The application was filed against 2 former employees, and 2 competitors. After multiple hearings on the matter, the Monitor understands that the current situation is as follows:

- (a) The first employee who was hired by a competitor, has been terminated by that competitor. That employee, through legal counsel, has agreed to a consent injunction;
 - (b) The competitor who hired the first employee has denied any wrongdoing and is defending the injunction application;
 - (c) The second employee, through legal counsel, and BEI are negotiating a consent injunction. Both parties believed that negotiations would result in a consent injunction; and
 - (d) The competitor who hired the second employee, and BEI, are negotiating a consent injunction. Both parties believed that negotiations would result in a consent injunction.
16. The Court has set down January 23, 2024 for a hearing on BEI's application.
17. BEI is required to submit materials supporting its ability to pay damages in the event its application is unsuccessful. That filing is outstanding.
18. The Court has requested BEI consult the Monitor on its ability to fund a damages award. The Monitor has advised the Company that, based on financial results to date, it does not have the financial capacity to fund a damages award.

WAGE EARNER PROTECTION PROGRAM ACT

19. On the ARIO dated September 22, 2023, the Court issued within the order a declaration that the Wage Earner Protection Program Act ("**WEPPA**") applies to TNOPFI in these CCAA Proceedings.
20. The Monitor has been advised by Service Canada that it is unwilling to accept the declaration as issued from the Court as Service Canada requires the order to stipulate that both WEPPA and the WEPPA Regulations apply to TNOPFI.
21. The Monitor has been advised that TNOPFI will request an amendment of this order to satisfy the requirements from Service Canada so that program can be administered to the former employees of TNOPFI.

SALES AND INVESTMENT SOLICITATION PROCESS

22. On October, 25, 2023, the Court granted the SISP Order which empowered BEI and its SISP Advisor to administer a SISP in these CCAA Proceedings. The SISP procedures up to the date of this Third Report, as detailed within the SISP Order, are as follows:

Event	Date
1. Confidential Information Memorandum and Virtual Data Room	
BEI shall as soon as reasonably practicable after approval of the SISP populate and maintain a virtual data room for the bidders.	
BEI shall provide access to all parties having executed an acceptable non-disclosure agreement (Potential Bidders), the Confidential Information Memorandum and virtual data room.	By no later than October 25, 2023, at 5:00 pm.
2. Solicitation Letter	
SISP Advisor to distribute a solicitation letter to potential interested parties.	By no later than October 25, 2023, at 5:00 pm.
3. Phase 1 Qualified Bidders & Bid Deadline	
Phase 1 Bid Deadline of non-binding letters of intent by Phase 1 bidders.	By no later than December 8, 2023, at 5:00 pm.

23. In accordance with the SISP procedures above, the Monitor confirmed with the SISP Advisor that the SISP was successfully initiated on October 25, 2023 as follows:
- (a) The Companies, in consultation with the Monitor and SISP Advisor, prepared a Solicitation Letter to advertise the opportunity to potentially interested parties. A copy of this Solicitation Letter is attached hereto as **Appendix “C”**; and
 - (b) The virtual data room was available to any parties who had fully executed a non-disclosure agreement (“**NDA**”) and were deemed, by the Companies, to be an appropriate party that would have the capacity to submit a non-binding letter of intent (“**LOI**”) by the Phase 1 bid deadline.
24. Also on October 25, 2023, the Monitor made available on its case website the Solicitation Letter, SISP Order, the NDA and contact information for the SISP Advisor.
25. BEI, in consultation with the SISP Advisor, published the following advertisements and press releases pursuant to the SISP Procedures:

- (a) Advertisement published in the Globe and Mail on November 1, 2023. A copy of the tearsheet is attached hereto as **Appendix “D”**;
- (b) Advertisement published in the National Post on November 18, 2023. A copy of the tearsheet is attached hereto as **Appendix “E”**;
- (c) Advertisement published in the Telegram (St. John’s) on November 23, 2023. A copy of the tearsheet is attached hereto as **Appendix “F”**; and
- (d) Press releases published on Canada Newswire on October 26, 2023. A copy of the releases is attached hereto as **Appendix “G”**.

26. A total of 319 potentially interested parties were contacted by the SISP Advisor during Phase 1. The following is a summary of these efforts:

Date	Description	Total Recipients	Successful Deliveries	Emails Opened	Clicks on SISP Letter
October 25, 2023	Initial contact email to potentially interested parties	299	286	162	122
October 31, 2023	Resent to recipients that did not open initial contact email	117	116	29	1
October 31, 2023	New contacts identified from market research	30	28	11	2
November 6, 2023	Resent to any recipients that did not open previous emails	154	143	43	3
November 22, 2023	Resent to all contacts identified	319	312		

- 27. BEI has complied with the SISP order to date.
- 28. The Monitor is of the opinion that the market has been widely canvassed for interest.
- 29. BEI has extended the deadline for the Phase 1 Bid Deadline to December 22, 2023.
- 30. Information on the details of the results of the Phase 1 SISP are attached hereto as **Confidential Appendix “H”**.
- 31. The results of the Phase 1 SISP contains confidential information on the results of the SISP, and the parties who participated. Disclosure of this information at this juncture would be detrimental to both the Companies’ and its creditors. As such, the Monitor recommends it be sealed until such time as a transaction is closed or these proceedings are terminated.

CASH FLOW AND FINANCIAL ANALYSIS - BEI

32. BEI has prepared a budget to actual cash flow from September 11, 2023 to December 1, 2023, relative to the BEI – Cash Flow Period as presented in the Second Report, attached hereto as **Appendix “I”**.
33. The Monitor’s understanding of the key variances in the BEI actual receipts and disbursements as compared to budget are as follows:
- (a) Gross Sales: Behind forecast with an unfavourable variance of \$444,238.
 - (b) Total Cash Receipts: Unfavourable variance of \$110,776, which is slightly behind forecast.
 - (c) Total Operational Disbursements: Net unfavourable variance of \$370,983 primarily due to the following:
 - i. Cost of Sales (Cost of Inventory Purchases) are higher than budget by \$334,097 mostly due to restocking orders and payment in advance to vendors for securing orders;
 - ii. Payroll under budget by \$94,395 due to timing of sales incentive payments and staff vacancies which have not been filled;
 - iii. Warehouse Expenditures over budget by \$125,342 due to higher than forecasted freight rates from couriers;
 - iv. HST over budget by \$58,236 due to higher than budgeted HST payable in Week 18; and
 - v. Administrative and Miscellaneous expenses higher than budget by \$51,132 mostly due to IT consulting for server maintenance.
 - (d) Professional Fees: Favourable variance of \$61,878 primarily due to timing of invoicing from the Monitor, Monitor’s legal counsel and the Companies’ legal counsel. This does not include approximately \$40,000 in outstanding fees to the Monitor and Monitor’s legal counsel. The favourable variance is partially offset by higher than forecasted fees from the SISP Advisor.

34. As of December 1, 2023, BEI had an ending liquidity balance on the BMO operating line of \$575,940, being \$419,881 behind budget, and a deterioration from the October 13, 2023 (Week 15) liquidity position of \$860,000.
35. BEI has subsequently informed the Monitor that the ending liquidity balance on the BMO operating line on December 8, 2023 was further reduced to \$333,037. In addition, accounts receivable collections from December 4-8, 2023 were only \$272,887, which is \$200,879 behind budget for this week.
36. The following is a summary of BEI's accounts receivable balances, net of customer deposits received on order, as of Week 22 compared to Week 10:

Accounts Receivable Summary						
	September 8, 2023 Week 10		December 1, 2023 Week 22		Variance	
	Balance	Percentage	Balance	Percentage		
Current	1,446,791	61%	983,955	38%	(462,836)	23%
30 Days	502,981	21%	657,880	26%	154,899	-4%
60 Days	317,079	13%	497,027	19%	179,948	-6%
90 Days	(31,649)	-1%	315,106	12%	346,755	-14%
120 Days	157,921	7%	80,260	3%	(77,661)	4%
150 Days	(32,741)	-1%	25,091	1%	57,832	-2%
Futures		0%	-	0%	-	0%
Total	2,360,382		2,559,319		198,937	

37. The following is a summary of BEI's accounts payable balances as of Week 22 compared to Week 10:

Accounts Payable Summary						
	September 8, 2023 Week 10		December 1, 2023 Week 22		Variance	
	Balance	Percentage	Balance	Percentage		
Current	139,385	5%	266,600	10%	(127,215)	-5%
30 Days	495,980	18%	11,645	0%	484,335	18%
60 Days	1,353,957	50%	-	0%	1,353,957	50%
90 Days	597,254	22%	59,391	2%	537,863	20%
120 Days	121,522	4%	2,367,025	88%	(2,245,503)	-83%
150 Days		0%	-	0%	-	0%
Futures		0%	-	0%	-	0%
Total	2,708,098		2,704,661		3,437	

38. The following is a summary of BEI's inventory balances as of Week 22 compared to the balances as of Week 10:

Select Weekly Inventory Summary			
	September 8, 2023	December 1, 2023	
	Week 10	Week 22	Variance
Opening Inventory	3,776,965	3,581,022	(195,943)
Purchases	136,516	782,043	645,527
Cost of Sales	(215,556)	(664,239)	(448,683)
Consignment	(32,546)	(72,173)	(39,627)
Ending Inventory	3,665,379	3,626,654	(38,726)

39. On September 26, 2023, the Canada Revenue Agency (“**CRA**”) advised BEI that it intended to reassess BEI for HST input tax credits claimed from unpaid suppliers pursuant to section 296(1)(b) of the Excise Tax Act. The proposed reassessment is \$265,765.53. CRA has provided BEI until January 2, 2024 to make further submissions. The reassessment amount would be an unsecured claim in the proceeding and therefore is not expected to have any material impact. The correspondence is attached hereto as **Appendix “J”**.

CASH FLOW AND FINANCIAL ANALYSIS - TNOPI

40. TNOPI has essentially completed the wind up of its operations. It has exited its leased facility, terminated all employees, filed all tax returned required to be filed to date, liquidated all inventory and equipment, and has arranged for BEI to pursue collection of the remaining accounts receivable. TNOPI has prepared a final budget to actual cash flow, relative to the TNOPI – Cash Flow Period as presented in the First Report, attached hereto as **Appendix “K”**.
41. The Monitor’s understanding of the key variances in the TNOPI actual receipts and disbursements as compared to budget are as follows:
- (a) Net Sales: Ahead of forecast by \$126,783 due to increased sales in Weeks 5-8.
 - (b) Total Cash Receipts: Favourable variance of \$47,282 due to higher than forecasted capital asset sales, partially offset by lower than forecasted collection of accounts receivable.
 - (c) Total Operational Disbursements: Net unfavourable variance of \$35,840 primarily due to the following:

- i. Cost of Sales for inventory purchases were overbudget \$38,491 due to TNOPFI purchasing product and selling it to local restaurants during the wind down in operations resulting in increased sales;
- ii. Rent and Municipal Taxes under budget \$23,816 due to lower than budgeted rent and property tax payments in July and August as TNOPFI vacated the leased premises on August 31, 2023, as noted in the Second Report;
- iii. Payroll higher than budget by \$25,916 due to increased labour costs incurred when winding up operations primarily as a result of it taking longer to complete processing of the work in product;
- iv. Freight higher than budget by \$25,819 due to higher than forecasted freight rates;

(d) Professional Fees: Unfavourable variance of \$90,013 due to higher than budgeted Company legal fees. Monitor and Monitor's legal fees are consistent with the forecast.

42. The following is a final summary of the TNOPFI's accounts receivable balances:

Accounts Receivable Summary		
	Balance	Percentage
Current	(3,643)	-3%
30 Days	13,332	12%
60 Days	86,192	74%
90 Days	2,043	2%
120 Days	8,542	7%
150 Days	9,418	8%
Futures		0%
Total	115,883	

43. BEI, on behalf of TNOPFI, has continued to collect on the remaining accounts receivable balance. The Monitor has been informed by TNOPFI that approximately \$69,000 has been collected since preparing the above table, bringing the accounts receivable balance down to \$47,000. The Monitor understands that TNOPFI intends to send the remaining balance to a collection agency for further recovery efforts.

44. The following is a final summary of the TNOPFI's accounts payable balances:

Accounts Payable Summary		
	Balance	Percentage
Current	-	0%
30 Days	(185)	0%
60 Days	35,192	4%
90 Days	860,050	96%
120 Days		
150 Days		
Futures		
Total	895,057	

45. The Monitor understands that TNOPFI has paid all invoices for charges incurred post-filing of the NOI. The above table represents pre-filing amounts owing.
46. As mentioned in the Second Report, TNOPFI had a \$NIL inventory balance due to the winding down of operations.
47. On September 26, 2023, the Canada Revenue Agency (“**CRA**”) advised TNOPFI that it intended to reassess TNOPFI for HST input tax credits claimed from unpaid suppliers pursuant to section 296(1)(b) of the Excise Tax Act. The proposed reassessment is \$105,022.13. CRA has provided TNOPFI until January 2, 2024 to make further submissions. The reassessment amount would be an unsecured claim in the proceeding and therefore is not expected to have any material impact. The correspondence is attached hereto as **Appendix “L”**.
48. BMO has requested that TNOPFI consent to the termination of the TNOPFI credit cards. TNOPFI has consented to this request. BMO has also requested that TNOPFI either terminate, or cap, the TNOPFI outstanding line of credit (initial request was to cap the TNOPFI line of credit at \$500,000). The Companies’ are co-borrowers of the BMO line of credit used by TNOPFI debt which is subject to the ongoing stay of proceedings. TNOPFI has declined this request citing the ongoing proceeding.

NO MATERIAL ADVERSE CHANGE

49. The Monitor is of the opinion that the Companies', and other stakeholders, are acting in good faith and with due diligence.
50. As of the date of this report, the Monitor is not aware of any issue or condition that could be considered a Material Adverse Change pursuant to s.23(1)(d).
51. The Monitor continues to be of the opinion that s.23(1)(h) does NOT apply and it would be more beneficial to the Company's creditors to continue within the CCAA proceeding.

EXTENSION TO THE STAY OF PROCEEDINGS

52. Neither the Monitor, nor any creditors, know the exact relief the Companies' are requesting. As such they have not had an opportunity to consider the Companies' requested relief or review any of the Companies' filings.
53. The Monitor is supportive of a short extension to the stay of proceedings to allow the Monitor and creditors review the filing and consider their positions.
54. As such the Monitor is supportive of the extension of the stay of proceeding to a date in early to mid-January 2023.

RECOMMENDATION

55. Neither the Monitor, or any creditors, know what relief the Companies' are requesting, have had an opportunity to consider the Companies' requested relief, or had an opportunity to review any of the Companies' filings.
56. For the reasons set out in this Third Report, the Monitor respectfully recommends that this Honorable Court:
- (a) Approve the actions, conduct and activities of the Monitor and its legal counsel to the date of this Third Report;
 - (b) Grant a Sealing Order over the Monitors Appendix "H";
 - (c) Grant a revised WEPPA declaration for TNOPI to reference both the act and its regulations; and
 - (d) Grant an extension to the Stay of Proceedings to early to mid-January 2023.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 15th day of December 2023.

**GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS MONITOR OF
BIG ERICS INC. AND TERRA NOVA OLD PORT FOODS INC.
AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY**



Phil Clarke, CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

Amended and Restated Initial Order dated September 22, 2023

2023 01G 3233

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

IN THE MATTER OF the *Bankruptcy and
Insolvency Act* R.S.C., 1985 c. B-3 as Amended
(the "BIA");

AND IN THE MATTER OF the *Companies'
Creditors Arrangement Act* R.S.C., 1985 c. C-
36 as Amended (the "CCAA");

AND IN THE MATTER OF an application of Big
Ericks Inc. ("BEI") and Terra Nova Old Port Foods
Inc. ("TNOPFI")

Estate Nos. 51-2962147 (Terra Nova Old Port Foods Inc.)
51-2962148 (Big Ericks Inc.)

Court Nos. 24543 (Terra Nova Old Port Foods Inc.)
24544 (Big Ericks Inc.)

AMENDED AND RESTATED INITIAL ORDER
(*Companies' Creditors Arrangement Act*, RSC 1985 C-36)

THIS MOTION, made by Big Ericks Inc. and Terra Nova Old Port Foods Inc. (collectively, the "Companies"), pursuant to the CCAA for an order, in part, extending the Stay Period (as defined herein) up to and including December 31, 2023 was heard this 22nd day of September, 2023.

ON READING the affidavit of Nicole Myles Brook sworn September 17, 2023, and the Exhibits thereto, the second report of Grant Thornton Ltd. ("GTL") in its capacity as court-appointed monitor (the "Monitor") dated September 21st, 2023 (the "Second Report"), and on hearing the submissions of counsel for the Companies, the Monitor, and such other counsel that

Filed  22/23

were present, no one else appearing for any party although duly served as outlined in the affidavit of service of Melissa DeCaria filed with this motion (the "Affidavit of Service").

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the materials filed, as set out in the Affidavit of Service, is hereby abridged, and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

STAY OF PROCEEDINGS

2. **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 16 of the Amended and Restated Initial Order dated August 25, 2023 (the "ARIO"), is hereby further extended up to and including December 31, 2023.

AMENDED KERP

3. **THIS COURT ORDERS** that the key employee retention plan ("KERP"), as defined in paragraph 9(c) of the ARIO, is amended to reflect the amended KERP as described in the Second Report.

WEPPA DECLARATION

4. **THIS COURT ORDERS** that the employees of TNOPFI are to be considered "eligible employees" within the meaning of s. 5 of the *Wage Earners Protection Plan Act*.

GENERAL

5. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland Time on the date of this Order.



ISSUED at St. John's, Newfoundland and Labrador this 22nd day of September 2023.



**COURT
OFFICER**



Appendix B

BEI – SISP Order dated October 25, 2023

2023 01G 3233
IN THE SUPREME COURT OF NEWFOUNDLAND AND
LABRADOR IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF the *Bankruptcy and Insolvency Act* R.S.C., 1985 c. B-3 as Amended (the "**BIA**");

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act* R.S.C., 1985 c. C-36 as Amended (the "**CCAA**");

AND IN THE MATTER OF an application of Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc. ("**TNOPFI**")

Estate Nos. 51-2962147 (Terra Nova Old Port Foods Inc.)
51-2962148 (Big Erics Inc.)

Court Nos. 24543 (Terra Nova Old Port Foods Inc.)
24544 (Big Erics Inc.)

SALE AND INVESTMENT SOLICITATION PROCESS ORDER

THE **APPLICANT**, BEI, has applied for an order approving a sale and investment

solicitation process ("**SISP**");

ON READING the materials filed by BEI and the report dated September 20, 2022 (the "Second Report") filed by Grant Thornton Limited in its capacity as monitor of the Applicants (the "Monitor") and on being advised that the Bank of Montreal ("**BMO**") and the mezzanine lenders (the "Mezzanine Lenders") consent to the SISP and order sought;

ON HEARING the submissions of counsel for BEI, counsel for the Monitor, counsel for BMO, and such other parties that were present, no other party appearing although duly

served as outlined in the affidavit of service of Darren O'Keefe dated September 28, 2023;

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the SISP appended hereto as Schedule "A".

SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS AND DECLARES** that the bidding procedures set forth in the SISP are hereby approved.

4. **THIS COURT ORDERS** that Noseworthy Chapman is hereby appointed as a sales advisor (in that capacity, the **Sales Advisor**") and shall have the benefit of the Administration

Charge (as defined in Amended and Restated Initial Order).

5. **THIS COURT ORDERS** that BEI, with the assistance of the Sales Advisor and in consultation with the Monitor, shall implement the SISP and take such steps and execute such documents as may be necessary or incidental to the SISP.

6. **THIS COURT ORDERS** that the Applicants, Sales Advisor, Monitor, and their respective affiliates, partners, directors, employees, agents, advisors, counsel and controlling persons, shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent of such losses, claims, damages or liabilities resulting from gross negligence or willful misconduct of any such person or entity, as applicable, as

determined by this Court.

7. **THIS COURT ORDERS** that BEI, the Sales Advisor, and the Monitor, are authorized and permitted under applicable law to disclose and transfer to Potential Bidders and to their advisors personal information in the custody or control of BEI relating to the operation of its business, including human resources and payroll information, records pertaining to BEI's past and current employees, and information about any consumer or any other individual (collectively, **Personal Information**"), but only to the extent necessary to negotiate, determine whether to proceed with, and attempt to complete a transaction in accordance with the SISP (a **Transaction**"). Each Potential Bidder to whom any Personal Information is disclosed shall maintain and protect the Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial privacy legislation and limit the use of such information to its evaluation of a Transaction, and if it does not complete a Transaction with BEI, shall return all such information to BEI, or in the alternative permanently destroy all such information.

8. **THIS COURT ORDERS** that BEI may from time to time apply to this Court for advice and directions in the conduct of the SISP.

GENERAL

9. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States, or elsewhere to give effect to this Order and to assist the Applicants, the Sales Advisor, and the Monitor, as applicable, and their respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Newfoundland Standard/Daylight Time on the date of this Order.

ERQ

**COURT
OFFICER**

OK

SCHEDULE "A"

Procedures for the Sale and Investment Solicitation Process

On July 11, 2023, Big Erics Inc ("BEI") and Terra Nova Old Port Foods Inc. ("TNOPI") (collectively as, the "**Companies**") made an application to the Supreme Court of Newfoundland and Labrador (the "**Court**") to continue their Notice of Intention to Make a Proposal proceedings pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended, under the *Companies' Creditors Arrangement Act*, R.S.C., 1985, c. C-36, as amended (the "**CCAA**", such proceeding the "**CCAA Proceedings**"). The Court issued an Order dated July 18, 2023 (the "**Initial Order**"), pursuant to which a stay of proceedings was granted and Grant Thornton Limited was appointed as Monitor under the CCAA (in such capacity, the "**Monitor**"). On July 28, 2023, the Court amended and restated the Initial Order (as amended and restated, the "ARIO") making or confirming various provisions for the Companies restructuring and related matters.

On September 22, 2023, the Court granted an order (the "**Bidding Procedures Order**"), authorizing BEI to undertake a Sale and Investment Solicitation Process ("**SISP**") for the investment, restructuring, recapitalization, refinancing, reorganization or sale of all or portions of BEI's various sales channels, operations, business, assets and undertakings (the "**Business**") or some combination thereof, as a going concern.

Among other things, the Bidding Procedures Order authorizes and directs BEI to conduct the SISP with the assistance and support of David Howe, Noseworthy Chapman, Chartered Professional Accountants (the "**SISP Advisor**") BEI, with the assistance of the SISP Advisor, and in consultation with the Monitor, shall conduct the SISP in accordance with the bidding procedures set out herein (the "**Bidding Procedures**") governing the solicitation of offers or proposals (each a "**Bid**").

Defined Terms

1. Capitalized terms used in this document but not otherwise defined have the meanings given thereto in Appendix A.

Bidding Procedures

Opportunity

2. The SISP is intended to solicit interest in, and opportunities for: (i) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of BEI or its Business; and (ii) one or more sales or partial sales of all, substantially all, or certain portions of the Business. Bids considered pursuant to the SISP may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the business and affairs of BEI as a going concern or a sale (or partial sales) of all, substantially all, or certain aspects of the Business, or a combination thereof (the "Opportunity").
3. Upon signing and delivering an acceptable NDA to BEI and the SISP Advisor, all interested parties will be encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP, including as a Sale Proposal or an Investment Proposal.
4. The Bidding Procedures describes the manner in which prospective bidders may gain access to due diligence materials concerning BEI and the Business, the manner in which bidders may participate in the SISP, the requirement of and the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder and the requisite approvals to be sought from the Court in connection therewith.
5. BEI, in collaboration with the SISP Advisor, shall conduct the SISP in the manner set forth herein. BEI, in consultation with the SISP Advisor and the Monitor may, at any time and from time to time, modify, amend, vary or supplement, whether material or immaterial the SISP or the Bidding Procedures, if necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures and the Bidding Procedures Order.
6. BEI shall as soon as practicable post in the data room any such modification, amendment, variation or supplement to the Bidding Procedures and shall inform the bidders impacted by such modifications. The Monitor shall post on the Monitor's website, as soon as practicable, any such non confidential information on any modification, amendment, variation or supplement to the Bidding Procedures.

7. In the event of a dispute as to the interpretation or application of the SISP or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.
8. No bidder may request or receive any form of bid protection as part of any bid made pursuant to the SISP.
9. As more particularly set out herein, a summary of the key dates pursuant to the SISP are as follows (all times are Newfoundland Standard Time):

Event	Date
1. Confidential Information Memorandum and Virtual Data Room BEI shall as soon as reasonably practicable after approval of the SISP populate and maintain a virtual data room for bidders. BEI shall provide access to all parties having executed an acceptable non-disclosure agreement (Potential Bidders), the Confidential Information Memorandum and the virtual data room.	By no later than October 25, 2023, at 5:00 pm.
2. Solicitation Letter SISP Advisor to distribute a solicitation letter to potential interested parties.	By no later than October 25, 2023, at 5:00 pm.
3. Phase 1 Qualified Bidders & Bid Deadline Phase 1 Bid Deadline of non-binding letters of intent by Phase 1 bidders.	By no later than December 8, 2023 at 5:00 pm.

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4. Phase 1 Successful Bids	
Notify each Phase 1 bidder in writing as to whether its bid constituted a Phase 1 successful bid.	By no later than December 20, 2023 at 5:00 pm.
5. Phase 2 Bid Deadline & Qualified Bidders	
Phase 2 bid deadline of definitive offers.	By no later than February 16, 2024, at 5:00 pm.
6. Selection of Successful Bidder	
Deadline for selection of final successful bidder.	By no later than February 28, 2024, at 5:00 pm.
7. Definitive Documentation	
Deadline for completion of definitive documentation in respect of successful bidder.	By no later than March 25, 2024, at 5:00 pm.
8. Approval Motion - Successful Bid	
Deadline for filing of Approval Motion in respect of successful bidder.	By no later than April 1, 2024.
9. Closina - Successful Bid	
Anticipated deadline for closing of Successful Bidder being the Target Closing Date.	Five (5) Business Days after the expiration of the appeal period following the issuance of the approval order.

All capitalized terms not already defined are defined further below. Titles in the chart are for presentation purposes only.

Solicitation of Interest: Notice of the SISP

10. As soon as reasonably practicable after the granting of the Bidding Procedures Order, the SISP Advisor shall:

- (a) publish a notice of the SISP and such other relevant information which BEI, in consultation with the SISP Advisor, the Monitor considers appropriate, that shall be published in the National Post, the Telegram (NL) and The Globe & Mail and such other publications as it may consider appropriate;
 - (b) publish a press release setting out the notice and such other relevant information regarding the Opportunity as it may consider appropriate, that shall be issued with Canada Newswire designating dissemination in Canada; and
 - (c) contact any parties that have already reached out to BEI, the SISP Advisor and/or the Monitor, including parties that participated in the ongoing BEI Investor Solicitation Process, initiated prior to the CCAA Proceedings, expressing their interest.
11. As soon as reasonably practicable after the granting of the Bidding Procedures Order, the Monitor shall publish on its website a notice of the SISP.
12. The SISP Advisor shall send a letter describing the Opportunity (a "**Solicitation Letter**") outlining the SISP and inviting recipients of the Solicitation Letter to express their interest pursuant to the SISP, for distribution to prospective bidders as soon as practical.

Virtual Data Room

13. A confidential virtual data room (the "**VDR**") in relation to the Opportunity will be set up, maintained and made available by the SISP Advisor to Potential Bidders that have executed the NDA (as defined below) in accordance with paragraph 14 herein. The VDR will be made available as soon as practicable and in any event no later than 25 October 2023. Following the completion of "Phase 1", but prior to the completion of "Phase 2", additional information may be added to the VDR to enable Phase 2 Qualified Bidders to complete any confirmatory due diligence in respect of BEI and the Opportunity. The SISP Advisor may establish separate VDRs (including "clean rooms"), if BEI, in consultation with the SISP Advisor and the Monitor reasonably determines that doing so would further BEI's and any Potential Bidders' compliance with

applicable antitrust and competition laws or would prevent the distribution of commercially sensitive competitive information. BEI may also, in consultation with the SISP advisor and the Monitor impose limitations on the access of any Potential Bidder to any confidential or commercially sensitive information in the VDR where BEI, in consultation with the SISP Advisor and the Monitor reasonably determines that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business or its value.

PHASE 1: NON-BINDING LOIS

Phase 1 Qualified Bidders and Delivery of Confidential Information Memorandum

14. In order to participate in the SISP, and prior to the distribution of any confidential information to an interested party (including access to the VDR), such interested party must deliver to BEI, via the SISP Advisor at the address specified in Appendix B hereto (including by email) a Non-Disclosure Agreement ("**NOA**"), in substantial conformity to the form of NDA attached as Appendix C (with such changes as BEI shall reasonably approve in consultation with the SISP Advisor and the Monitor), which shall also ensure to the benefit of any Successful Bidder that closes a transaction contemplated by the Successful Bid. Pursuant to the terms of the NDA to be signed by a potential bidder (each potential bidder who has executed an NDA, a "**Potential Bidder**"), each Potential Bidder will be prohibited from communicating with any other Potential Bidder regarding the Opportunity during the term of the SISP, without the consent of BEI. Prior to BEI executing an NDA with any prospective bidder, any prospective bidder may be required to provide evidence, reasonably satisfactory to BEI, in consultation with the SISP Advisor and the Monitor, of its financial wherewithal to complete a transaction in respect of the Opportunity (either with existing capital or with capital reasonably anticipated to be raised prior to closing) and/or to disclose details of their current and proposed ownership and/or investors. For the avoidance of doubt, a party who has executed an NDA or a joinder with a Potential Bidder solely for the purpose of providing financing to a Potential Bidder in connection with the Opportunity (such party a "**Financing Party**") shall not be deemed a Potential Bidder for purposes of the SISP, provided that such Financing Party undertakes to inform the SISP Advisor in the event that it elects to act as a Potential Bidder.

15. A Potential Bidder that has provided any additional information required pursuant to paragraph 14, will be deemed a **"Phase 1 Qualified Bidder"** and will be promptly notified of such classification by the SISP Advisor.
16. The SISP Advisor, in collaboration with BEI and the Monitor, as required, will prepare and send to each Qualified Bidder a Confidential Information Memorandum (**"CIM"**) providing additional information considered relevant to the Opportunity as soon as practicable. The SISP Advisor, BEI and the Monitor and their respective advisors make no representation or warranty as to the information contained in the CIM or otherwise made available pursuant to the SISP.
17. The SISP Advisor shall provide any person deemed to be a Phase 1 Qualified Bidder with access to the VDR. The SISP Advisor, BEI, and the Monitor and their respective advisors make no representation or warranty as to the information contained in the VDR. The VDR shall contain a template letter of intent (the **"Template LOI"**) and a template purchase and sale agreement (**"Template PSA"**).
18. If a Phase 1 Qualified Bidder wishes to submit a bid, it must deliver a non-binding letter of intent (an **"LOI"**) (each such LOI, provided in accordance with paragraph 19 below, a **"Phase 1 Qualified Bid"**), to the SISP Advisor at the address specified in Appendix B hereto (including by email) so as to be received by the SISP Advisor not later than the deadline as outlined herein, or such other date or time as may be agreed by BEI in consultation with the SISP Advisor and the Monitor (the **"Phase 1 Bid Deadline"**). To the extent possible, the Phase 1 Qualified Bid should follow the format as set out in the Template LOI.
19. An LOI submitted by a Phase 1 Qualified Bidder will only be considered a **"Phase 1 Qualified Bid"** if the LOI complies at a minimum with the following:
- (a) it has been duly executed by all required parties;
 - (b) it is received by the Phase 1 Bid Deadline;
 - (c) it provides written evidence, satisfactory to BEI, in consultation with the SISP Advisor and the Monitor, of the ability to consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed

- on closing of the transaction, including, without limitation a specific indication of the sources of capital;
- (d) it identifies all proposed material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such approvals;
 - (e) identifies the Qualified Phase 1 Bidder and representatives thereof who are authorized to appear and act on behalf of the Qualified Phase I Bidder for all purposes regarding the contemplated transaction; and (ii) fully discloses full details of the identity of each entity or person that will be sponsoring, participating in or benefiting from the transaction contemplated by the LOI;
 - (f) an outline of any additional due diligence required to be conducted in order to submit a binding offer;
 - (g) it clearly indicates:
 - (i) that the Phase 1 Qualified Bidder is seeking to acquire all or substantially all of the Business whether through an asset purchase, a share purchase or a combination thereof (either one being, a **"Sale Proposal"**) or some other portion of the Business (a **"Partial Sale Proposal"**); and/or
 - (ii) whether the Phase 1 Qualified Bidder is offering to make an investment in, restructure, recapitalize, reorganize or refinance BEI or its Business (an **"Investment Proposal"**);
 - (h) it contains such other information as may be reasonably requested by BEI in consultation with the SISP Advisor and the Monitor;
 - (i) it does not provide for any break fee or expense reimbursement;
 - (j) in the case of a Sale Proposal, it identifies or contains the following:
 - (i) the purchase price or price range and key assumptions or other factors supporting the valuation and the anticipated amount of cash payable on closing of the proposed transaction;
 - (ii) any contemplated purchase price adjustment;
 - (iii) a description of the Specific assets that are expected to be subject to the transaction and any assets or obligations required to be excluded;
 - (iv) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the

Phase I Qualified Bidder intends to assume and which such liabilities and obligations it does not intend to assume;

- (v) information sufficient for BEI in consultation with the SISP Advisor and the Monitor, to determine that the Phase I Qualified Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above; and
 - (vi) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction; and
- (k) in the case of an Investment Proposal, it identifies the following:
- (i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the BEI or their Business;
 - (iii) the underlying assumptions or other factors regarding the *pro forma* capital structure;
 - (iv) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Phase 1 Qualified Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
 - (v) information sufficient for BEI in consultation with the SISP Advisor and the Monitor, to determine that the Phase 1 Qualified bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above; and
 - (vi) any other terms or conditions of the Investment Proposal that the Phase 1 Qualified Bidder believes are material to the transaction.

20. BEI in consultation with the SISP Advisor and the Monitor, may if appropriate or desirable under the circumstances modify or amend the criteria set out in paragraph 19.
21. Notwithstanding the foregoing, BEI in consultation with the SISP Advisor and the Monitor may waive compliance with any one or more of the requirements in paragraph 19 and deem any such non-compliant LOI to be a Phase 1 Qualified Bid, provided that

doing so shall not constitute a waiver by BEI or the SISP Advisor of the requirements of paragraph 19 or an obligation on the part of BEI or the SISP Advisor to designate any other LOI as a Phase 1 Qualified Bid. Neither BEI nor the SISP Advisor will be under any obligation to negotiate identical terms with, or extend identical terms to, each Qualified Bidder.

Assessment of Phase 1 Qualified Bids and Subsequent Process

22. The SISP Advisor, on behalf of BEI, may, following the receipt of any LOI, seek clarification with respect to any of the terms or conditions of such LOI and/or request and negotiate one or more amendments to such LOI prior to determining if the LOI should be considered a Phase 1 Qualified Bid or a Phase 1 Successful Bid (as defined below).
23. Following the Phase 1 Bid Deadline, BEI shall determine, in accordance with the requirements of paragraph 19 and in consultation with the SISP Advisor, which Phase 1 Qualified Bid(s) shall be deemed a **"Phase 1 Successful Bid(s)"**. All bidders with Phase 1 Successful Bids shall be deemed a **"Phase 2 Qualified Bidder"**. For greater certainty, there can be more than one Phase 1 Qualified Bid that may be deemed to be a Phase 1 Successful Bid, and accordingly there may be more than one Phase 2 Qualified Bidder.
24. Only Phase 2 Qualified Bidders - being those that have submitted a Phase 1 Successful Bid - shall be permitted to proceed to Phase 2 of the SISP.
25. On behalf of BEI, the SISP Advisor shall notify each Phase 1 Qualified Bidder in writing as to whether its Phase 1 Qualified Bid constituted a Phase 1 Successful Bid and deem it to be a Phase 2 Qualified Bidder within the timeframe outlined herein, or at such later time as BEI deems appropriate in consultation with the SISP Advisor.
26. Without limiting the provisions governing amendment of the SISP set out in paragraph 37 below, and notwithstanding the process and timeline for Phase 1, the process to identify and designate Phase 2 Qualified Bidders and the terms upon which Phase 2

may be continued as described below, BEI, in consultation with the SISP Advisor, may at anytime before or after the Phase 1 Bid Deadline, determine that Phase 2 is not required and may proceed to execute a definitive agreement (which shall be subject to Court approval) with respect to a transaction contemplated in a Phase 1 Qualified Bid submitted at any time on or before the Phase 1 Bid Deadline.

PHASE 2: FORMAL OFFERS AND REMOVAL OF CONDITIONS

Formal Binding Offers

27. Any Phase 2 Qualified Bidder that wishes to make a formal offer with respect to a Sale Proposal or Investment Proposal shall submit a binding offer (a "**Binding Offer**"): (a) in the case of a Sale Proposal, in the form of the Template PSA provided in the VDR, along with a marked version showing edits to the original form of Template PSA provided in the VDR; or (b) in the case of an Investment Proposal, a plan or restructuring support agreement in form and substance satisfactory to BEI, in consultation with the SISP Advisor and the Monitor, such Binding Offer submitted in accordance with paragraph 28 below, a "**Phase 2 Qualified Bid**") in each case to the SISP Advisor, at the address specified in Appendix B hereto (including by email) so as to be received by the SISP Advisor not later than the time and date outlined herein, or such other date or time as may be agreed by BEI in consultation with the SISP Advisor (as may be extended, the "**Phase 2 Bid Deadline**").
28. A Binding Offer will only be considered as a Phase 2 Qualified Bid if the Binding Offer:
- (a) has been received by the Phase 2 Bid Deadline;
 - (b) is a Binding Offer: (i) to purchase all, substantially all, or a portion of the Business; and/or (ii) to make an investment in, restructure, recapitalize, reorganize or refinance BE or their business, on terms and conditions reasonably acceptable to BEI and the Monitor;
 - (c) identifies all executory contracts of BEI that the Phase 2 Qualified Bidder will assume and clearly describes, for each contract or on an aggregate basis, how all monetary defaults and non-monetary defaults will be remedied, as applicable;
 - (d) is not subject to any financing condition;

- (e) is unconditional, other than upon the receipt of the Approval Order(s) (as defined below) and satisfaction of any other conditions expressly set forth in the binding offer;
- (f) includes acknowledgments and representations of the Phase 2 Qualified Bidder that it:
 - (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer;
 - (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Binding Offer;
 - (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and
 - (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities;
- (g) the Binding Offer must be accompanied by a letter that confirms that the Binding Offer:
 - (i) may be accepted by BEI by countersigning the Binding Offer, and
 - (ii) is irrevocable and capable of acceptance until the earlier of (A) two business days after the date of closing of the Successful Bid; and (B) the Target Closing Date;
- (h) does not provide for any break fee or expense reimbursement;
- (i) is accompanied by a deposit payable to BEI legal counsel in trust, in immediately available funds, in the amount of not less than 10% of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the "**Deposit**"), along with acknowledgement that if the Phase 2 Qualified Bidder is selected as the Successful Bidder (as defined below), that the Deposit will be non-refundable subject to approval of the Successful Bid (as defined below) by the Court and the terms described in paragraph 36 below;

- U) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein as soon as practicable after Q1 April 2024, or such earlier date as is practical for the parties to close the contemplated transaction, following the satisfaction or waiver of the conditions to closing (the "**Target Closing Date**"); and
- (k) contains an agreement that the Phase 2 Qualified Bidder submitting such bid, if not chosen as the Successful Bidder, shall serve, without modification to such bid, as an alternate bidder ("**Backup Bidder**"), in the event the Successful Bidder fails to close.
29. BEI, in consultation with the SISP Advisor and the Monitor, may if appropriate or desirable under the circumstances modify or amend the criteria set out in paragraph 28.

Selection of Successful Bid

30. The SISP Advisor, on behalf of and in collaboration with BEI and the Monitor, may, following the receipt of any Binding Offer, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered a Phase 2 Qualified Bid.
31. Notwithstanding the foregoing, BEI in consultation with the SISP Advisor and the Monitor, may waive compliance with any one or more of the requirements in paragraph 28 and deem any such non-compliant Binding Offer to be a Phase 2 Qualified Bid, provided that doing so shall not constitute a waiver by BEI or the SISP Advisor of the requirements of paragraph 28 or an obligation on the part of BEI or the SISP Advisor to designate any other Binding Offer as a Phase 2 Qualified Bid. Neither BEI nor the SISP Advisor will be under any obligation to negotiate identical terms with, or extend identical terms to, each Phase 2 Qualified Bidder.
32. BEI in consultation with the SISP Advisor and the Monitor, will review and evaluate each Phase 2 Qualified Bid and may negotiate such Phase 2 Qualified Bids with the Phase 2 Qualified Bidders in order to modify, vary or improve such Phase 2 Qualified Bid as a result of such negotiations.

33. On or before 28 February 2024, BEI in consultation with the SISP Advisor, the Monitor shall select the highest and best Binding Offer as a successful bid (the "**Successful Bid**", and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**"). For greater certainty, BEI, in consultation with the SISP Advisor, the Monitor, may select more than one Successful Bid and more than one Successful Bidder if Binding Offers are made for portions, but not all, of the Business. Any Successful Bid shall be subject to approval by the Court.

Approval of Successful Bid

34. BEI shall apply to the Court (the "**Approval Motion**") for one or more orders:
- (i) approving the Successful Bid(s) and any alternate bid ("**Backup Bid**") (as applicable) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and
 - (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid(s) or Backup Bid(s), as applicable, so as to vest title to any purchased assets in the name of the Successful Bidder or the Backup Bidder (as applicable) and/or vesting out unassumed liabilities (collectively, the "**Approval Order(s)**"). The Approval Motion will be held on a date to be scheduled by BEI, following consultation with the Monitor, and confirmed by the Court upon application by BEI, who shall use their best efforts to schedule the Approval Motion on or before the date outlined herein, subject to Court availability. The Approval Motion may be adjourned or rescheduled by BEI, following consultation with the Monitor, without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list of the CCAA Proceedings prior to the Approval Motion.
35. All Phase 2 Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of BEI or the SISP Advisor to any unsuccessful Phase 2 Qualified Bidders.

Deposits

36. The Deposit(s):

- (a) shall, upon receipt from the Phase 2 Qualified Bidder(s), be retained by BEI legal counsel and deposited in a non-interest-bearing trust account.
- (b) received from the Successful Bidder, shall: (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order(s), upon closing of the approved transaction; and (ii) shall otherwise be held and refundable in accordance with any applicable terms of the definitive documentation in respect of any Successful Bid, provided that all such documentation shall provide that the Deposit shall be retained by BEI legal counsel and forfeited by the Successful Bidder if the Successful Bidder fails to close by the Target Closing Date, and such failure is attributable directly to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid;
- (c) received from the Backup Bidder, unless it is subsequently selected as the Successful Bidder, shall be fully refunded, to the Backup Bidder on or before two (2) Business Days after the date of the closing of the Successful Bid; and
- (d) received from the Phase 2 Qualified Bidder(s) that are not the Successful Bidder or the Backup Bidder shall be fully refunded, to the Phase 2 Qualified Bidder(s) that paid the Deposit(s) as soon as practicable following the selection of the Successful Bidder.

Amendments

37. BEI, in consultation with the SISP Advisor and the Monitor shall have the right at any time, to make material amendments to the SISP (including by extending the Phase 1 Bid Deadline or the Phase 2 Bid Deadline); and (ii) make non-material amendments to the SISP, in each case if, in BEI's reasonable judgment, in consultation with the SISP Advisor and the Monitor, such material or non-material amendment will enhance the procedure for conducting the SISP or maximize the value of a transaction pursuant to the SISP. BEI legal counsel shall advise the Service List in the CCAA Proceedings within 24 hours of any material amendment to the SISP.
38. Without limiting the foregoing and notwithstanding the process and timeline for Phase I and the continuation of the SISP into Phase 2, BEI in consultation with the SISP Advisor

and the Monitor may at any time during Phase 1 or Phase 2 (i) enter into a stalking horse agreement involving a transaction with respect to some or all of the Business with a party identified through the SISP or otherwise, subject to Court approval; or (ii) subject to Court approval, enter into a definitive agreement with respect to a transaction involving some or all of the Business with a party identified through the SISP or otherwise and suspend or terminate the SISP.

"As is, Where is"

39. Any sale (or sales) of the Business will be on an "as is, where is" basis except for representations and warranties that are customarily provided in "as is, where is" purchase agreements for a company subject to CCAA proceedings and any such representations and warranties provided for in the definitive documents shall not survive closing.

Free of Any and All Claims and Interests

40. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of BEI in and to all or any portion(s) of the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the **"Claims and Interests"**) pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such portions of the Business (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder.

Credit Bidding

41. Any party or parties holding a valid, enforceable, and properly perfected security interest in the Business may, subject in all respects to such party's compliance with the Bidding Procedures, credit bid the amount of debt secured by such lien as part of any transaction contemplated by the Bidding Procedures; provided however that any such credit bid must be communicated to BEI and the SISP Advisor in writing by no later than the Phase 2 Bid Deadline.

42. Any credit bid shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing to any DIP Lender, if any; (ii) owing pursuant to any charges granted by the Court in the CCAA Proceedings; and (iii) secured by a prior-ranking security interest in the Business unless the holder or indenture trustee or agent of any such senior security interest otherwise agrees.
43. Nothing contained in the SISP or any order approving the SISP is intended to, or shall, alter or amend the rights, terms or obligations under any intercreditor agreement or other form of agreement in respect of existing indebtedness of BEI.

Confidentiality

44. Other than as shall be required in connection with any Approval Motion, neither BEI nor the SISP Advisor will share: (i) the identity of any Potential Bidder, or Phase 1 Qualified Bidder; or (ii) the terms of any bid, LOI, Phase 1 Qualified Bid, Sale Proposal, Investment Proposal or Phase 2 Qualified Bid, without the consent of such party (including by way of email). For greater certainty, BEI shall be entitled to share the foregoing information with the Monitor and the secured creditors.

Further Orders

45. At any time during the SISP, BEI may apply to the Court for advice and directions with respect to any aspect of this SISP and the Bidding Procedures including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Additional Terms

46. In addition to any other requirement of these Bidding Procedures:
- (a) The SISP Advisor and BEI, as applicable, shall at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as high-potential

- bidders in a process of this kind or who may be reasonably proposed by any of the Monitor, or BEI's stakeholders as a high-potential bidder.
- (b) Any consent, approval or continuation to be provided by BEI and/or the SISP Advisor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email shall be deemed to have been provided in writing for the purposes of this paragraph.
 - (c) All Phase 1 Qualified Bidders and Phase 2 Qualified Bidders shall at all times be granted information, access and facilitation that is no less complete and timely than is granted by BEI or the SISP Advisor to other Phase 1 Qualified Bidders and Phase 2 Qualified Bidders pursuant to the SISP, subject in each case to the provisions of the applicable NOA. This may include, without limitation, reasonable access to BEI's books, records, financial information, management, advisors and business partners. The SISP Advisor shall review all information and materials provided by BEI and to the extent that BEI, in consultation with the SISP Advisor and the Monitor, is of the view that any such information or materials are materially relevant to a Potential Bidder or Phase 1 Qualified Bidder or Phase 2 Qualified Bidder, then such information or materials shall be promptly posted to the VDR or otherwise made available to all Potential Bidders, Phase 1 Qualified Bidders and Phase 2 Qualified Bidders. Nothing in this paragraph creates binding obligations on third parties.
 - (d) Nothing in this SISP shall interfere with the powers and discretion of the Court. The Court at all times retains the discretion to direct the clarification, termination, extension or modification of the SISP and Bidding Procedures on application of any interested party.
 - (e) Prior to the seeking of Court approval for any transaction or bid contemplated by this SISP, the Monitor will provide a report to the Court on the SISP process, parts of which may be filed under seal, including in respect of any and all bids received.

APPENDIX A DEFINED TERMS

- "Approval Motion"** shall have the meaning set forth in paragraph 34.
- "Approval Order(s)"** shall have the meaning set forth in paragraph 34.
- "Backup Bid"** shall have the meaning set forth in paragraph 34.
- "Backup Bidder"** shall have the meaning set forth in paragraph 28.
- "Bid"** shall have the meaning set forth in the preamble.
- "Bidding Procedures"** shall have the meaning set forth in the preamble.
- "Bidding Procedures Order"** shall have the meaning set forth in the preamble.
- "Binding Offer"** shall have the meaning set forth in paragraph 27.
- "Business"** shall have the meaning set forth in the preamble.
- "Business Day"** means a day on which banks are open for business in St. John's, Newfoundland and Labrador but does not include a Saturday, Sunday or statutory holiday in the Province of Newfoundland and Labrador.
- "CCAA"** shall have the meaning set forth in the preamble.
- "CCAA Proceedings"** shall have the meaning set forth in the preamble.
- "CIM"** shall have the meaning set forth in paragraph 16.
- "Claims and Interests"** shall have the meaning set forth in paragraph 40.
- "Companies"** shall have the meaning set forth in the preamble.
- "Court"** shall have the meaning set forth in the preamble.
- "Deposit"** shall have the meaning set forth in paragraph 28.
- "DIP Lender"** shall mean any person having advanced funds pursuant to section 11.2 of the CCM and having the benefit of a super-priority charge to secure such advances, as approved by the Court;
- "Financing Party"** shall have the meaning set forth in paragraph 14.
- "Initial Order"** shall have the meaning set forth in the preamble.
- "Investment Proposal"** shall have the meaning set forth in paragraph 19.
- "LOI"** shall have the meaning set forth in paragraph 18.
- "Monitor"** shall have the meaning set forth in the preamble.
- "NDA"** shall have the meaning set forth in paragraph 14.

"Opportunity" shall have the meaning set forth in paragraph 2.

"Partial Sale Proposal" shall have the meaning set forth in paragraph 19.

"Phase 1 Bid Deadline" shall have the meaning set forth in paragraph 18.

"Phase 1 Qualified Bid" shall have the meaning set forth in paragraph 18.

"Phase 1 Qualified Bidder" shall have the meaning set forth in paragraph 15.

"Phase 1 Successful Bid" shall have the meaning set forth in paragraph 23.

"Phase 2 Bid Deadline" shall have the meaning set forth in paragraph 27.

"Phase 2 Qualified Bid" shall have the meaning set forth in paragraph 27.

"Phase 2 Qualified Bidder" shall have the meaning set forth in paragraph 23.

"Potential Bidder" shall have the meaning set forth in paragraph 14.

"Sale Proposal" shall have the meaning set forth in paragraph 19(g).

"SISP" shall have the meaning set forth in the preamble.

"SISP Advisor" shall have the meaning set forth in the preamble.

"Successful Bid" shall have the meaning set forth in paragraph 33.

"Successful Bidder" shall have the meaning set forth in paragraph 33.

"Target Closing Date" shall have the meaning set forth in paragraph 280).

"Solicitation Letter" shall have the meaning set forth in paragraph 12.

"Template LOI" shall have the meaning set forth in paragraph 17.

"Template PSA" shall have the meaning set forth in paragraph 17.

"VDR" shall have the meaning set forth in paragraph 13.

04

SCHEDULE "A" TO THE BEI SISP PROCEDURES

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NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made effective as of the XX day of:XXXX 2023 between:

BIG ERICS INC., a body corporate with an office at 99 Blackmarsh Road, St. John's NL A1C 5X8 ("BEI")

-and-

XXXX, a corporation with an office at ("XXXX")

WHEREAS BEI and XXXX (each, a "Party" and, collectively, the "Parties") have agreed to engage in discussions concerning or otherwise explore the possibility of one Party (directly or indirectly) investing in, acquiring some of the shares, business operations or assets of the other Party or through some combination of one or more of the Parties' businesses (the "Transaction"). During such discussions, one or more of the Parties shall, directly or through its advisors, in that Party's sole discretion, provide to the other Party (the "RECIPIENT") certain information which is non-public, confidential, commercially sensitive, personal or proprietary in nature on or after the date of this Agreement in connection with the business and affairs of any one or more of the Parties ("Information") as may be relevant for the consideration, evaluation, negotiation and documentation of any Transaction (the "Permitted Purposes"). Nothing in this Agreement obligates either Party to make any disclosure of specific Information.

The term "Information" includes, without limitation: (a) any information provided hereunder or as part of the process contemplated, of whatever nature relating to one or more of the Parties, its affiliates, or the Transaction, regardless of whether the Information was communicated orally, in writing or by electronic transmission; (b) any information provided orally or in a slideshow or otherwise at any presentation or meeting in connection with the Transaction; (c) any information included or otherwise provided (directly or indirectly) in internal or external financial records in connection with a Party; and (d) the portion of any information in any analysis, compilation, study or other record that contains or otherwise reflects (directly or indirectly) or has been generated, wholly or partly, or derived from such Information.

In consideration of the receipt of such Information, the Parties have agreed to the following:

1. Each RECIPIENT shall use the Information solely for the Permitted Purposes.
2. Each RECIPIENT shall protect the Information against unauthorized use, publication or disclosure, and keep it confidential, exercising no less than the same degree of care it uses in respect of its own confidential information. All right, title and interest in and to the Information shall remain the exclusive property of the relevant Party disclosing it to a RECIPIENT or any relevant affiliate. No interest, license or any right respecting the Information, other than as may be expressly set out herein, is granted to RECIPIENT

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under this Agreement by implication or otherwise. RECIPIENT shall not directly or indirectly disclose, allow access to, transmit or transfer the Information to a third party (except as permitted in this Agreement and other than its Representatives, as defined herein) without securing the disclosing Party's prior written consent. RECIPIENT shall disclose the Information only to those Representatives who have a need to know the Information for the Permitted Purposes. RECIPIENT shall:

- (a) prior to initially disclosing Information to any such Representatives, instruct such Representatives to use the Information on a confidential basis on the same conditions as contained in this Agreement and to otherwise comply with the terms hereof; and
 - (b) only reproduce or take such copies of any Information as are reasonably necessary for the Permitted Purposes and as are approved by the disclosing Party in its sole discretion; and
 - (c) be responsible for and indemnify and hold harmless the disclosing Party and any relevant affiliate for any breach or failure to strictly comply with this Agreement by any of its Representatives.
3. In respect of the Information requests or any other matters concerning the Information, each RECIPIENT agrees to communicate only with designated Representatives from the other Party, or with such other individual or individuals as a Representative of such Party may authorize.
4. Each RECIPIENT shall promptly advise the other Party if it determines not to proceed with the Transaction. At any time upon the written request of disclosing Party, RECIPIENT shall destroy or return to the disclosing Party, at such disclosing Party's sole discretion, all Information and all copies thereof in any form whatsoever under the power or control of RECIPIENT or its Representatives and delete the Information from all retrieval systems and data bases (except to the extent the Information is imbedded in RECIPIENT'S main computers or back up memory or otherwise retained in its computerized archival systems) or destroy same as directed by the disclosing Party and if requested by such Party, furnish to it a certificate by a senior officer or authorized representative of RECIPIENT of such deletion or destruction; provided RECIPIENT's solicitor only may retain one copy solely for use in case of a dispute in connection with this Agreement or to comply with Applicable Laws provided such Information shall remain protected by the terms of this Agreement while in the RECIPIENT solicitor's possession, custody or control.

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5. The term "Information" shall not include such portions of the Information which (i) are, or prior to the time of disclosure or utilization become, generally available to the public other than as a result of a disclosure by RECIPIENT or its Representatives in violation of this Agreement, or (ii) are received from an independent third party who had obtained the Information lawfully and without any breach of any confidentiality obligation by such third party, or (iii) RECIPIENT can show to the disclosing Party's satisfaction were in its lawful possession before it received such Information from the disclosing Party, or (iv) RECIPIENT can show were independently developed by it or on its behalf by personnel having no access to the Information at the time of its independent development.
6. Each RECIPIENT acknowledges that neither the other Party nor any of its affiliates makes any representation and warranty as to the accuracy of or completeness of the Information. Each RECIPIENT agrees that the Information may include certain assumptions, statements, estimates and projections with respect to the anticipated future performance of a Party or its affiliates or its or their business or with respect to particular aspects of such Party's or such affiliate or its business. RECIPIENT agrees that neither of the other Party nor its affiliates nor Representatives make any representation or warranty as to the accuracy or reasonableness of such assumptions, statements, estimates or projections. Each RECIPIENT also agrees that neither of the other Party nor its affiliates nor its Representatives shall have any liability, direct or indirect, to RECIPIENT or to any of its Representatives as a result of errors in, omissions from, or the use of, Information by RECIPIENT or its Representatives and, in any event, only those particular representations and warranties which may be made to a RECIPIENT in a definitive agreement, if, as and when one is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.
7. Both Parties acknowledge and agree that neither Party nor any of its Affiliates nor its Representatives shall be under any legal obligation or have any liability of any nature whatsoever with respect to the Transaction by virtue of this Agreement or the disclosure of any Information.
8. Each RECIPIENT agrees that because of the unique and commercially sensitive nature of the Information, any breach of this Agreement may cause one or more of the Companies and its Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach and it would not be adequate to compensate the relevant Party or its affiliates for any such breach. Accordingly, each of the Parties and each affiliate shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including, without limitation, injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available at law or in equity to the relevant Party or an affiliate.

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9. If RECIPIENT or its Representatives become legally compelled or are required by regulatory authorities having appropriate jurisdiction (including without limitation pursuant to applicable securities laws, request by bank regulatory authority, regulations or rules) to disclose any of the Information, RECIPIENT will, unless expressly prohibited by such court order or Applicable Law, promptly provide written notice to the disclosing Party giving it reasonable opportunity so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; provided RECIPIENT shall not be required to provide such notice with respect to routine requests and disclosure obligations pursuant to federal, provincial and securities laws and regulations ("Applicable Laws") to which RECIPIENT is subject. RECIPIENT will cooperate with the disclosing Party on a reasonable basis and at RECIPIENT's sole expense to obtain a protective order or other remedy. If such protective order or other remedy is not obtained in a reasonable timeframe, or the disclosing Party waives compliance with the provisions of this Agreement, RECIPIENT or its Representatives will furnish only that portion of the Information which they are advised by counsel is legally required to be provided.
10. Without impairing any other provision of this Agreement, RECIPIENT will promptly advise the other Party of any prohibited disclosure or other breach of this Agreement, promptly upon discovery of such prohibited disclosure or breach.
11. Notwithstanding any other provision of this Agreement to the contrary, each RECIPIENT hereby covenants and agrees with the other Party that for a period of two (2) years from the date of this Agreement, such RECIPIENT shall not, directly or indirectly, either alone or in conjunction with any individual, firm, corporation, association or other entity, whether as principal, agent, consultant, employee, shareholder, or in any other manner whatsoever, in the Provinces of Newfoundland and Labrador or Nova Scotia:
- (a) solicit (or attempt to solicit), encourage to leave the employment of the other Party, employ in any capacity, or retain as a consultant, any person, including any employee, agent or independent contractor, who was employed or retained in connection with the business by such other Party or its affiliates; or
 - (b) solicit (or attempt to solicit), any suppliers or customers of such other Party away from such other Party or its affiliates; or
 - (c) in any way interfere with or disrupt the business, business relationships or activities of such other Party with respect to its customers or prospective customers; or
 - (d) take any act that as a result of which the relations between such other Party and its suppliers, employees or customers may be impaired or which may otherwise be detrimental to such other Party or its affiliates;
- provided that each of the Provinces and each of the clauses (a) through (d) hereof are intended and shall reflect separate covenants and shall be severable one from the other.

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12. This Agreement terminates two years from the date hereof or upon execution of a definitive written agreement with respect to the Transaction providing otherwise, and all Information disclosed during such term shall remain subject to the confidentiality obligations hereunder.
13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and Canada without regard to its conflicts of law provisions. The Parties hereby irrevocably (a) submit to the exclusive jurisdiction of the courts of competent jurisdiction in the federal and provincial courts in Newfoundland and Labrador in respect of any actions or proceedings ("**Proceedings**") relating in any way to this Agreement and the transactions contemplated hereby (and each Party agrees not to commence any Proceeding relating thereto except in such courts); and (b) waive any objection to the venue of any Proceeding relating to this Agreement or the transactions contemplated hereby in the courts of competent jurisdiction in St. John's, Newfoundland and Labrador, including the objection that any such Proceeding has been brought in an inconvenient forum.
14. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement.
15. If any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction and without affecting its application to other parties or circumstances.
16. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understanding and agreements between the parties hereto and respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.
17. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto, provided that this Agreement may not be assigned by either Party without the prior written consent of the other Party.
18. The Parties agree that unless otherwise provided in this Agreement, for the purposes of this Agreement, one body corporate shall be deemed an "**affiliate**" of another body corporate if, but only if, one of them is the subsidiary of the other or both are subsidiaries of the same body corporate or each of them is controlled by the same person(s); and "**Representatives**" refer to the affiliates, officers, directors, employees, attorneys and

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consultants of the respective Parties who have been designated by the Party to be directly involved in the Transaction analysis teams and that may be amended from time to time. Whenever used herein, the term "**person**" means any individual, corporation, partnership, joint venture, association, trust, unincorporated organization, governmental authority or any agency or instrumentality thereof or any other entity; and an entity is a "**subsidiary**" as used herein of another body corporate if, but only if,

- (a) it is controlled by,
 - (i) that other, or
 - (ii) that other and one or more bodies corporate each of which is controlled by that other, or
 - (iii) two or more bodies corporate each of which is controlled by that other; or
- (b) it is a subsidiary of a body corporate that is that other's subsidiary.

19. Any notice, consent or approval required or permitted to be given in connection with this Agreement ("**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by email as follows:

- (a) to XX.XX at the address on page 1 to the attention of:

XXXX,XXXX

Or by Email to:

XXXX

- (b) to **BEI** at the address on page 1, to the attention of:
Nicole Myles Brook, President
Or by Email to:
nbrook@bigerics.com

With a copy to the attention of: Wayne Myles, chair of the Board
Email to:

wayne@mylesandcompany.com

Any Notice delivered or transmitted as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day, then the Notice shall be deemed to have been given and received on the next business day. The Parties may, from time to time, change respective addresses by giving Notice to the other party in accordance with the provisions of this section.

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20. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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The undersigned hereby agree to the foregoing as of the date set forth above,

BIG ERICS INC.

By:

Name: Nicole Myles Brook
Title: President

XXXX

By:

Name:XXXX
Title: XXXX

Appendix C

BEI – SISP Solicitation Letter



NOSEWORTHY CHAPMAN
chartered professional accountants

BIG ERICS

Proudly serving our
customers for over *75 years*

**BIG ERICS INC.
("BEI" or the "Company")
OPPORTUNITY FOR
INVESTMENT, RESTRUCTURING, RECAPITALIZATION,
REFINANCING, REORGANIZATION or SALE
Solicitation of Interest
October 25, 2023**



Prepared by Noseworthy Chapman in its capacity as the SISP Advisor to Big Erics Inc. and not in its personal or corporate capacity.

THE OPPORTUNITY

BEI is undertaking a Sale and Investment Solicitation Process (“**SISP**”) for the investment, restructuring, recapitalization, refinancing, reorganization or sale of all or portions of BEI’s various sales channels, operations, business, assets and undertakings or some combination thereof, as a going concern.

Noseworthy Chapman (NC) has been engaged by the Company as its SISP Advisor and is managing the transaction process to solicit proposals from qualifying parties to be submitted to the Company.

The SISP is intended to solicit interest in, and opportunities for: (i) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of BEI or its Business; and (ii) one or more sales or partial sales of all, substantially all, or certain portions of the Business.

The SISP provides an opportunity to obtain an interest in a well-recognized Atlantic Canadian based brand with Canada wide and long-standing key customer and key supplier relationships, a skilled team, and many avenues for continued growth, efficiencies, and a broad-based business primed for investment and expansion.

THE COMPANY AND INDUSTRY

The Company is a leading business to business (“B2B”) and business to consumer (“B2C”) solutions provider.

Products and Services	
Kitchen and Dining Equipment & Supplies	All aspects and needs of kitchens and dining facilities including large kitchen equipment, appliances, smallwares, glassware, tabletop, furniture, back of house kitchen tools as well as retail-focused appliances, tabletop, and other products.
Cleaning Chemical Supplies	Chemical supplies used in various applications including disinfectants, floor care, ware wash, laundry, car care, as well as eco-friendly cleaning alternatives.
Janitorial Equipment & Supplies	All aspects and needs of cleaning equipment and consumables, including paper towel, toilet paper, microfibers, floor scrubbers, vacuums, mops, brooms, and janitorial carts.
Concession Equipment & Supplies	Complete lineup of concessions requirements including large equipment and appliances, popcorn, coffee, coffee syrups, chicken breeding, slushie, candy floss and smoothie and other beverage mixes.
Design & Build Services	Full design and set-in place kitchens including consultation and AutoCAD drawings.

The Company offers its services and products primarily throughout Atlantic Canada, with showrooms and warehouses located in Dartmouth, NS and St. John’s, NL., with specialty design services and related product sales being offered throughout Canada and the United States of America.

Sale Channels



DIRECT SALES:
SALES CONDUCTED
BY MOBILE TEAM
OF SALES
REPRESENTATIVES



DESIGN & BUILD:
FULL DESIGN AND
SET-IN PLACE
SERVICES FOR NEW
BUILDS AS WELL AS
MANAGEMENT
AND RESPONSE TO
RFP AND TENDERS
ISSUED.



INSIDE SALES:
PROACTIVE
OUTBOUND CALLS
TO SMALLER
CUSTOMERS AND
TO AUGMENT
SALES PROGRAMS
AND CAMPAIGNS
AS WELL AS ACTIVE
RESPONSE TO
CUSTOMER EMAILS
AND CALLS.



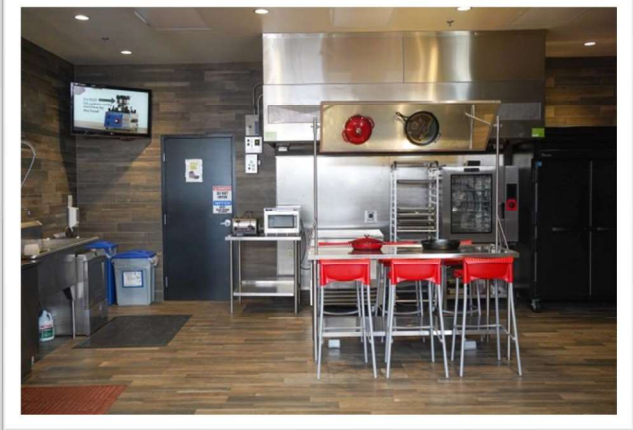
RETAIL SALES:
SALES TO
CUSTOMERS IN
ONE OF THE
COMPANY'S TWO
RETAIL LOCATIONS.
INCLUDES B2B AND
B2C CUSTOMER
BASE.



**E-COMMERCE
SALES:**
SHOPIFY SALES
PLATFORM SELLING
ACROSS CANADA.

———— Channels are organized from highest to lowest concentration in sales. —————→

Showrooms & Test Kitchen



BENEFITS FOR COMPLEMENTARY / SYNERGISTIC PARTIES

Prospective investors or acquirors operating in businesses, industries, and markets complementary to BEI may have the opportunity to achieve the following:

- Obtain an interest in, on a going-concern basis, a turnkey B2B and B2C equipment and consumables distribution and retail business with five active sales channels.
- Access to retail stores, and efficient distribution warehouses centrally located in metropolitan city centers near major highways, international ports, and major concentrations of key customers.
- Expansion of sales territory and/or market share into the Atlantic Region, including the Maritime provinces, Newfoundland, and Labrador and/or Ontario, Quebec, and Western Canada.
- Add or diversify product segments, markets, and customer verticals in the B2B or B2C, Restaurant/Bar/Pub, Building Service Contractors, Health and Long-Term-Care, Hospitality, Concession, Convenience, Government, and Education sectors.
- Integration of both generalized commercial kitchen/entertaining/dining/quick-service restaurants, commercial environments, and niche (high and specialized security clearance) Contracts, Design, Build, and Project Management services.
- Expansion into the USA and other markets with contract-design projects, already established as niche service provider for Airport Food Service and Food Court developments.
- Integration and consolidation of supply chain inputs and standard processes, increased volume purchase discounts, deviated pricing and rebates from top vendors.

Additional information about the Company can be found here: www.bigerics.com

FINANCIAL PROFILE AND INVESTMENT

The Company continues to have a significant presence in its market, having the strong support of its customers, vendors and employees. Actual sales year to date September 2023 have exceeded \$18.5 million, with projected sales to the end of 2023 to exceed \$25 million.

Annual sales, prior to the COVID 19 pandemic, reached as high as \$42 million. Sales are projected to materially exceed \$50 million by 2027.

A restructured balance sheet or a sale, in whole or in part, will result in the Company's business realizing on its profitability potential through enhanced and accelerated growth and expansion initiatives. These initiatives are already underway and aim to increase sales, streamline inventory, and expand market share both domestically and internationally, building on the design-build projects experience in the USA pre-pandemic.

PROCESS AND CONTACT INFORMATION

The Company is currently under Companies Creditors Arrangement Act ("CCAA") proceedings.

On September 29, 2023, the Supreme Court of Newfoundland and Labrador granted an order authorizing BEI to undertake the SISP.

Parties wishing to participate in the SISP may receive further information, including a Confidential Information Memorandum (“**CIM**”), by executing and a delivering a Non-Disclosure Agreement (“**NDA**”) to the SISP Advisor at BigEricks@nccpas.ca.

Copies of the SISP procedures, NDA in the Court approved form, and various other documents related to the CCAA proceedings are available at www.GrantThornton.ca/BigEricks

The key SISP milestones and timeline is as follows (subject to change):

- December 8, 2023: Phase 1 deadline to deliver non-binding letters of intent
- February 16, 2024: Phase 2 deadline to deliver definitive offers by Phase 2 Qualified Bidders
- April 1, 2024: Deadline to seek Court approval with respect to successful offer

All inquiries should be directed to: David Howe, FCPA, FCA and Jeanette Wade, CPA, CA, CBV via email: BigEricks@nccpas.ca

Disclaimer

This document has been prepared from information provided by the Company, none of which has been independently verified by the SISP Advisor.

The SISP is intended to solicit interest in, and opportunities for: (i) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of BEI or its Business; and (ii) one or more sales or partial sales of all, substantially all, or certain portions of the Business. Proposals considered pursuant to the sale and investment solicitation process may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the business and affairs of the Company as a going concern or a sale (or partial sales) of all, substantially all, or certain aspects of the Company, or a combination thereof (the “Opportunity”). This document is not intended to form the basis of any decision of the Opportunity. Distribution of this document is limited to specific parties who may have an interest in the Opportunity.

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Appendix D

SISP Advertisement in the Globe and Mail

Canadian Tire buys back financial-services stake

Scotiabank sells share of division as it works to cut costs as part of strategic overhaul

SUSAN KRASHINSKY ROBERTSON
STEFANIE MAROTTA

Canadian Tire Corp. Ltd. has bought back a minority stake in its financial services division from **Bank of Nova Scotia**, restoring full ownership of the credit-card business in an all-cash \$895-million deal.

Scotiabank bought a 20-per cent stake in Canadian Tire Financial Services in 2014 for \$500-million. Scotiabank is selling the stake as it works to cut costs as part of a broader strategic overhaul under the new leadership of chief executive officer Scott Thomson.

In a news release announcing the deal on Tuesday, the Toronto-based retailer also said it will “evaluate strategic alternatives” for the financial services arm in 2024, hiring Goldman Sachs to advise Canadian Tire on “the optimal ownership structure” for the business.

The deal was reached as consumers tighten their wallets under the pressure of high interest rates, while banks set aside more provisions for loans that could default and reduce their work forces in an attempt to cool rising expenses.

Expanding Canadian Tire’s Triangle Rewards loyalty program – including 2.3 million holders of Triangle-branded credit cards – is a major focus of the growth strategy, dubbed Better Connected, that the retailer launched last year. The four-year, \$3.4-billion investment plan includes a goal to boost the number of purchases made by loyalty members at its stores and online, and to build the program so that



Expanding Canadian Tire’s Triangle Rewards loyalty program is a major focus of a growth strategy, dubbed Better Connected, that the retailer launched last year. FRED LUM/THE GLOBE AND MAIL

Canadian Tire can deliver more personalized ads to customers based on their shopping patterns.

Like other retailers that issue store-branded credit cards, Canadian Tire encourages customers to “stack” their loyalty memberships by using its credit cards to earn more points at its stores. Those cards represent roughly three-quarters of all Canadian Tire Money issued to members annually, even though credit cardholders account for roughly 21 per cent of Triangle’s 11 million active loyalty members.

While the financial services segment makes up less than 10 per cent of Canadian Tire’s annual revenue, it is a contributor to profit: In fiscal 2022, financial services accounted for 28.7 per

cent of the company’s income before taxes.

The business has expanded in recent years, with credit-card receivables growing more than 60 per cent since 2014, according to Canadian Tire. The retailer says it is the seventh-largest issuer of credit cards in Canada by receivables outstanding. In its most recent quarter, the three months ended July 1, Canadian Tire’s gross average accounts receivable totaled nearly \$7.1-billion.

Taking back full control of that business will give Canadian Tire “much greater control and flexibility in building out our loyalty program,” CEO Greg Hicks said in a statement on Tuesday.

Canadian Tire will record a charge related to the transaction of \$328-million or \$5.88 a share

in its third-quarter financial results, which the company will report next week.

Scotiabank said in a press release that it will post an after-tax gain of approximately \$319-million in its fourth-quarter earnings, and that the sale will bolster its common equity tier 1 ratio, or CET1 – a measure of a lender’s ability to absorb losses – by about 16 basis points. (A basis point is one-hundredth of a percentage point.)

It will continue to provide a committed credit facility of \$1.1-billion to Canadian Tire Financial Services for the next 18 months.

While Scotiabank’s turnaround plan will not be unveiled until December, the lender has already started culling expenses.

In mid-October, Scotiabank said it is cutting 3 per cent of its global work force, adding to a string of job reductions on Bay Street this year. It also said that it is consolidating its real estate footprint, and that it wrote down the value of its 18-per cent investment in China-based Bank of Xi’an Co. Ltd.

The bank said at the time it expects the \$590-million in charges to affect its fourth-quarter earnings per share by about 49 cents and its CET1 ratio by approximately 10 basis points. But it expects to book the cost savings from these cuts by 2025.

Royal Bank of Canada analyst Darko Mihelic said he views this “transaction as another small step in the right direction.” He said that the gain from selling its stake in the retailer’s financial services unit will partly offset the charges announced a few weeks ago.

“We do not believe that a 20-per-cent stake in CTFS was critical to [Scotiabank’s] long-term strategy,” Mr. Mihelic said in a note to clients.

In the release on Tuesday, Canadian Tire’s Mr. Hicks noted that loyalty programs have “evolved” since the 2014 deal with Scotiabank. That includes Scotiabank’s move to expand its own loyalty program, Scene+, which has grown from a partnership with Cineplex Inc. to add more retail partners – including Sobeys parent company, grocery retailer Empire Co. Ltd., which became a co-owner of the program last year.

“Accelerating issuance of eCTM [Canadian Tire Money], including through opportunities with new partners such as Petro-Canada, is key to driving value for members in a rapidly evolving loyalty marketplace,” Mr. Hicks said in the statement.

Shares of Canadian Tire closed down 1.91 per cent on the Toronto Stock Exchange.

Origin Energy’s top shareholder opposes Brookfield takeover offer

SCOTT MURDOCH
LEWIS JACKSON

Origin Energy’s largest shareholder said on Tuesday it plans to vote against a Brookfield-led consortium’s 15.35-billion Australian dollars (around \$13.5-billion) takeover offer for the company, casting doubt on the bid’s future weeks ahead of a shareholder vote on the deal.

AustralianSuper, the country’s largest pension fund, owns a 13.68 per cent stake in Origin Energy and said the consortium’s offer was “substantially below” its estimate of long-term value for Australia’s biggest energy retailer.

The 300-billion Australian dollar pension fund said the assumptions used in the independent expert’s report created an “unrealistically low” valuation, including on its stakes in British renewable energy group Octopus and Australia Pacific LNG, with valuation multiples well below recent relevant deals.

The deal requires 75 per cent support from the votes cast at a shareholder meeting, scheduled for Nov. 23, meaning AustralianSuper’s holding could be enough to scupper the bid if not all shareholders vote.

AustralianSuper, which first went public with its concerns about the price in September, is not alone. That month, fund manager Perpetual told local media the deal undervalued Origin. Perpetual did not respond to a request for comment on Tuesday.

Origin shares were down 0.4 per cent early afternoon on Tuesday at 9.14 Australian dollars, but remained well above the 8.81 Australian dollar offer price. The stock has been trading above the offer price since the deal won approval from the country’s competition regulator on Oct. 10.

The high-profile intervention into one of the biggest takeovers this year comes as Australia’s 2.4-trillion Australian dollars pension sector increasingly flexes its muscle at home and overseas thanks to its burgeoning size in financial markets.

The Brookfield consortium’s offer price has been deemed fair by an independent expert’s report, however, it outlined a “roll forward” calculation that says Origin’s shares could be worth an additional 40 Australian cents by the time a potential takeover is due to occur.

The Brookfield-led consortium has given no indications publicly it is considering upping the value of its bid ahead of the shareholder vote.

“No doubt the negotiations between the bidders and key shareholders like AustralianSuper are ongoing,” said Max Vickerson, analyst at stockbroker Morgans.

“Given that AusSuper felt the need to go public it suggests that maybe they’re not that close to a deal. It’s hard to say definitively that the takeover won’t happen as someone could still blink before the vote but it’s not a good sign.”

In opposing the offer, AustralianSuper cited factors including Origin’s 27.5 per cent stake in Australia Pacific Liquefied Natural Gas (APLNG), which it said positioned the company to take advantage of “strong global demand” for the super-chilled fuel.

Origin Energy on Tuesday reported a 5 per cent fall in first quarter revenue from APLNG due to lower prices for its LNG.

Brookfield and Origin Energy both declined to comment. Consortium partner EIC’s MidOcean Energy did not immediately respond to a Reuters request for comment.

REUTERS

EURO ZONE INFLATION LOWEST IN MORE THAN TWO YEARS

Euro zone inflation dropped to its lowest level in over two years in October, as energy prices fell and the high interest rates set by the European Central Bank dampened demand, a preliminary reading showed on Tuesday.

The data seems likely to cement the market’s view that the ECB is done with raising rates as part of its fight against

high inflation, which had been supported by more expensive fuel, supply disruptions and a recovery in demand following the COVID-19 pandemic.

Prices grew by 2.9 per cent year on year in October, the slowest pace since July, 2021, from 4.3 per cent a month earlier, according to Eurostat’s flash estimate. REUTERS

TENDERS

INVITATION FOR OFFERS

iSPAN Systems LP

MANUFACTURER OF COLD-FORMED STEEL FLOOR JOIST AND DECKING SYSTEMS

The Fuller Landau Group Inc. in its capacity as Court appointed Receiver of the property, assets and undertaking (the “Assets”) of iSPAN Systems LP (the “Company” or “iSPAN”) is soliciting offers for the Assets on an en-bloc basis or individual parcel basis.

The Company which is located in Princeton, Ontario is a manufacturer of proprietary, cold-formed steel floor joist and decking systems for residential, commercial and industrial building projects located in North America. Assets being offered for sale include: inventory, machinery and equipment, and intellectual property.

The Assets will be sold on an “as is, where is”, basis and offers will be subject to court approval. Written offers for the Assets must be received by 2:00 pm (Eastern Standard Time - Toronto) on December 1, 2023 and must be accompanied by a bank draft or certified cheque payable to “The Fuller Landau Group Inc. in Trust” for 15% of the offering price as a deposit.

A non-disclosure agreement and information package regarding the particulars of the Assets being offered, terms and conditions of sale are available from the Receiver. Please contact Mr. Adam Erlich at (416) 645-6560 or via email aerlich@fullerllp.com to obtain further information and to arrange an appointment to view the Assets.

The Fuller Landau Group Inc.

Court Appointed Receiver of

iSPAN Systems LP

151 Bloor St. W., 12th Floor

Toronto, Ontario, M5S 1S4

Tel: (416) 645-6560

Fax: (416) 645-6501

Fuller

Landau

Audit

Tax

Advisory

LEGALS

NEWFOUNDLAND AND LABRADOR SUPREME COURT (BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE COMPANIES’ CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 92834 NEWFOUNDLAND AND LABRADOR INC.

PLEASE TAKE NOTICE by Order of the Supreme Court of Newfoundland and Labrador dated October 25, 2023 (the “**Claims Identification Order**”), Grant Thornton Limited, in its capacity as the Court appointed monitor (in such capacity, the “**Monitor**”) of 92834 Newfoundland and Labrador Inc. (“**92834**”) has been authorized to conduct a claims identification process (the “**Claims Identification Process**”), with respect to claims against 92834, Canada Fluorspar (NL) Inc., Canada Fluorspar Inc., CFI Newspaper Holdings Inc. and Newspaper (a General Partnership) (collectively, “**CFI**”) that have a priority to the first secured creditor Bridging Finance Inc. and Bridging Income Fund LP (formerly Sprott Bridging Income Fund LP).

The Claims Identification Process requires that any claimant shall file their claim with the Monitor before the claims bar date of **November 25, 2023, and by 5:00 PM Newfoundland Standard Time**, failing which a creditor will be forever barred from advancing a claim against 92834 and CFI.

Copies of the claims process materials, including claims form, as well as other relevant materials associated with these CCAA proceeding can be access on the Monitor’s case website www.GrantThornton.ca/CFI. If you require further information, please contact a representative of the Monitor (Ben Chisholm, T: 902-417-2829, E: CanadaFluorspar@ca.gt.com).

Grant Thornton

DIVIDENDS

Dividend

Computershare

Notice is hereby given that the following dividend has been declared. All amounts shown are in Canadian dollars unless otherwise specified.

Issuer	Issue	Record Date	Payable Date	Rate
Waste Connections, Inc.	Common	Nov. 8, 2023	Nov. 28, 2023	\$0.285 US

BUSINESS TO BUSINESS

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Big Erics Inc. (BEI) is undertaking a Sale and Investment Solicitation Process (SISP) for the investment, restructuring, recapitalization, refinancing, reorganization or sale of all or portions of BEI's various sales channels, operations, business, assets and undertakings or some combination thereof, as a going concern.

The Company is currently operating under Company Creditor Arrangement Act (CCAA) proceedings. Parties wishing to participate in the SISP may receive further information, including a Confidential Information Memorandum (CIM), by completing, executing and a delivering a Non-Disclosure Agreement (NDA) to the SISP Advisor, Noseworthy Chapman, at BigErics@nccpas.ca. Copies of the SISP procedures, NDA in the Court approved form, and various other documents related to the CCAA proceedings are available at www.GrantThornton.ca/BigErics.

A non-binding Letter of Intent is due by 5:00 PM Newfoundland Time on December 8, 2023.

FOR FULL DETAILS SEE PRESS RELEASE OR SCAN THE QR CODE ABOVE <https://bit.ly/BEIPR1023>

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Appendix E

BEI – SISP Advertisement in the National Post

“WE’VE BEEN DOING THINGS LIKE LINING UP EARLY IN THE MORNING AT COSTCO AND TRYING TO GET IN FIRST THING TO SEE WHAT’S AVAILABLE THERE. ... I’M WORRIED WE WON’T BE ABLE TO FULFIL OUR ORDERS.

— TANYA MULLER, OWNER OF LE GATEAU BAKE SHOP IN VANCOUVER

MANUFACTURING

EV battery plant subsidies to cost \$5.8B more than expected: PBO

MARISA COULTON

The government’s electric vehicle battery plant projects will likely cost a lot more than expected, the parliamentary budget officer said in a report released Friday.

The government recently announced \$37.7 billion in funding toward the plants, with \$13.2 billion going toward Volkswagen AG, \$15 billion toward Stellantis NV-LG Energy Solution, and \$4.6 billion for Northvolt AB. But parliamentary budget officer Yves Giroux said the numbers were announced in “isolation” and that the true cost had not been released to the public.

“We estimate the total cost of government support for EV battery manufacturing by Northvolt, Volkswagen and Stellantis-LGES to be \$43.6 billion over 2022-23 to 2032-33, which is \$5.8

billion higher than the \$37.7 billion in announced costs,” Giroux noted in a press release.

The report comes as the fight for turf in the emerging EV industry heats up, led by aggressive U.S. subsidies.

The introduction of the U.S. Inflation Reduction Act in August 2022, which featured hundreds of billions of dollars of new spending and tax breaks to encourage clean energy industries in the U.S., has “vastly accelerated the clean energy arms race,” said Michael Bernstein, executive director of Clean Prosperity, a Toronto-based think tank that researches Canadian climate policy.

Countries around the world, including Canada, are vying for a piece of the green energy supply chain, with EV battery manufacturing being one of the most heavily contested.

Canada’s funding has

drawn criticism from industry-watchers. Greig Mordue, a professor of engineering at McMaster University in Hamilton, Ont., and former general manager of Toyota Motor Manufacturing Canada, said in August that he thinks the subsidies are “over-the-top.”

The PBO, who provides economic and financial analyses to parliament, released the report to “increase transparency” around the EV battery plant announcements.

The PBO estimated that more than half of the costs will be borne by the federal government, while the rest will fall to the provincial governments of Ontario and Quebec.

The government expected to make its money back on the Northvolt plant in nine years, but Giroux said the number is closer to 11.

In June, Finance Minister Chrystia Freeland said the PBO’s estimates on the Volkswagen plant were inaccurate. The PBO had said that the Volkswagen subsidy would be around \$2.8 billion more than the government expected, due to the tax implications of the deal.

Financial Post



ETHAN CAIRNS / THE CANADIAN PRESS

Small business owners like Tanya Muller of Le Gateau Bake Shop in Vancouver are facing sugar shortages and higher costs amid a strike at a Rogers Sugar refinery.

LABOUR

Rogers Sugar strike impacts supply ahead of holiday season

Bakeries, candy makers scramble

AMANDA STEPHENSON

A bitter strike at the Rogers Sugar refinery in Vancouver is taking some of the sweetness out of the holiday season for bakers and candy-makers.

Across Western Canada, small businesses that depend on sugar are struggling with shortages and higher costs as labour action at one of the country’s few sugar processing facilities stretches into a seventh week.

At Le Gateau Bakeshop in Vancouver, owner Tanya Muller is growing increasingly concerned.

During the busy Christmas season, she typically goes through 150 to 200 kilograms of sugar per week making the 20 different varieties of holiday cookies her bakery specializes in.

But right now, the maximum amount of the sweet stuff her wholesale supplier can give her is two bags, or 40 kilograms, per week.

“We’ve been doing things like lining up early in the morning at Costco and trying to get in first thing to see what’s available there. And sometimes that works, and sometimes, you know, Costco doesn’t have anything either,” Muller said.

“I’m worried we won’t be able to fulfil our orders, which obviously isn’t ideal

for the holiday season.”

According to the Canadian Sugar Institute, Canada produces approximately 1.2 million tonnes of refined sugar annually — around 94 per cent of which is refined from raw cane sugar imported in bulk to three refining operations in Vancouver, Toronto and Montreal.

The Toronto refinery is owned by Redpath Sugar, while the Vancouver and Montreal refineries are operated by Rogers Sugar Inc., which markets its products under the brand names Rogers and Lantic.

The sugar supply issues being experienced in Western Canada stem from the Vancouver refinery, where 138 striking workers have been off the job since Sept. 28.

Adrian Soldera, president of Public and Private Workers of Canada Local 8, said the union is at odds with Rogers Sugar over issues like wages, benefits and the company’s proposal to increase refinery operations to 24 hours a day, 365 days per year.

“Right now, they do about 120 hours a week, which is Monday to Friday, 24 hours a day,” Soldera said. “So they’re encroaching on our weekends.”

Soldera said he’s aware the strike is impacting customers — even at the grocery store level, where customers are experiencing sporadic shortages just as demand from home bakers begins to spike.

“I mean, this must be the highest sugar demand time of the year,” Soldera said, adding he does not know when the strike will end as

the union and employer positions remain far apart.

“Even if we went back tomorrow, the sugar won’t really be hitting the shelves in full capacity until the first or second week of December,”

While the most severe supply problems appear to be in B.C., the strike’s effects are being felt across the western provinces.

Sarah Foy, candy-maker and owner of Volio’s Confections in Calgary, said she has been buying all the sugar she can get for weeks.

“I’ve been stocking up ever since my father-in-law called and said, ‘Do you know there’s a sugar shortage?’ And then another friend of mine who owns a business also called to warn me,” Foy said.

“So we’re trying to be prepared.”

Tasha Henderson, manager at Sinfully Sweet Cathedral Bakery in Regina, said while she thinks she has enough sugar right now to make it through the holiday season, the strike at the Rogers refinery has already doubled her wholesale costs.

“We used to pay \$24 to \$28 a bag, and now we’re paying about \$50 to \$62 a bag,” Henderson said, adding she expects the bakery will need to increase its own prices in the new year as a result.

Rogers Sugar said its Vancouver refinery continues to operate, but at a reduced level, and the company is using its other facilities to support its customers in Western Canada.

In an email, Rogers Sugar chief financial officer JS Couillard acknowledged the strike has resulted in localized supply impacts in Western Canada, particularly for brown sugar and some packaged white sugar.

However, he said there is “ample supply” of the company’s other products, including bulk sugars used by bigger food processors and liquid sugars.

The Canadian Press

ALAN CA INC.

LETTERS PATENT OF CONTINUANCE

Notice is hereby given, in accordance with paragraph 32(2) of the Insurance Companies Act (Canada), that Alan CA Inc., an entity incorporated under the Ontario Business Corporations Act, intends to file with the Superintendent of Financial Institutions an application for the Minister of Finance to issue letters patent continuing the company under the Insurance Companies Act (Canada), as a life insurance company operating within the following classes of insurance: accident and sickness insurance and life insurance.

The company carries on business in Canada under the name of Alan CA Inc. and its head office is located in Toronto, Ontario. It is a subsidiary of Alan SA, an entity incorporated and formed under the laws of France.

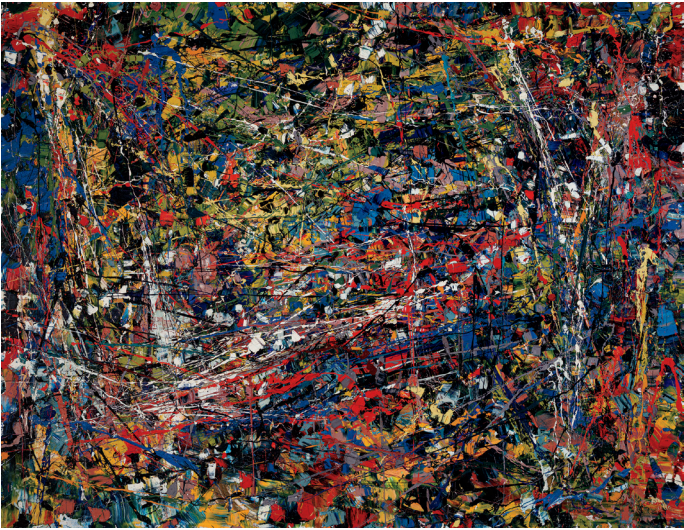
Any person who objects to the proposed continuance may submit an objection in writing to the Office of the Superintendent of Financial Institutions, 255 Albert Street, 12th Floor, Ottawa, Ontario K1A 0H2, on or before January 9, 2024.

Note: The publication of this notice should not be construed as evidence that the letters patent will be issued. The granting of the letters patent will be dependent upon the normal Insurance Companies Act (Canada) application review process and the discretion of the Minister of Finance.

November 18, 2023

Alan CA Inc.
Toronto, Ontario

Heffel



JEAN PAUL RIOPELE Sans titre (Composition #2)
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A non-binding Letter of Intent is due by 5:00 PM Newfoundland Time on December 8, 2023.

FOR FULL DETAILS SEE PRESS RELEASE OR SCAN THE QR CODE ABOVE <https://bit.ly/BEIPR1023>

CANADIAN NATURAL RESOURCES LIMITED

DIVIDEND NOTICE

NOTICE is hereby given that a quarterly dividend of C\$1.00 (one dollar) per common share on the outstanding common shares of the Corporation will be paid on January 5, 2024 to common shareholders of record at the close of business on December 8, 2023.

By Order of the Board
Stephanie A. Graham
Corporate Secretary
Calgary, Alberta
November 1, 2023

Appendix F

SISP Advertisement in the Telegram

POLITICS

Issues highlighted on National Housing Day

THE TELEGRAM

✉ telegram
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In recognizing National Housing Day on Wednesday, the provincial government said access to safe and affordable housing is an important factor in an individual's overall health and well-being and why it continues to work to advance community partnerships to meet the changing demands for housing.

A housing crisis in this province and across the country has been a constant issue facing governments.

A "tent city" was set up across from Confederation Building in St. John's earlier this fall to protest homelessness. Many who took part now occupy tents near the Colonial Building.

The provincial government last month announced a five-point plan designed to increase the supply of housing that is affordable in Newfoundland and Labrador by helping stimulate private-sector development and stabilize or reduce housing prices.

At a cost of more than \$65 million, it is expected that upwards of 500 new housing options will be added to the market.

According to a news release, actions from the plan are underway and so far in November the government



Tents at the Colonial Building in St. John's. **TELEGRAM FILE**

released an inventory of vacant provincial land in the St. John's metro region that can be made available for the development of purpose-built rental housing that is affordable. Also, a new first-time homebuyers program was launched to support transition to homeownership.

The release states that other measures include: more than \$80 million in the Affordable Rental Housing Program, which will support 91 private and

community sector projects that will result in the construction of more than 900 new affordable rental homes; continued work to support future construction of a new \$30-million integrated health, housing, and supportive services hub in Happy Valley-Goose Bay; a request for quotations for repairs and renovations to 143 provincially owned vacant units through funding of close to \$6 million; expanded non-profit staffed shelters

to support people who are homeless, including ongoing funding of \$2 million for the 40-bed staffed Safe Haven Shelter; continued implementation of the Canada-Newfoundland and Labrador Housing Benefit, which has expanded access to affordable housing in the private rental market to over 420 new households; and advanced or completed affordable housing projects in Pleasantville, Gander, Labrador West, and Happy Valley-Goose Bay.

The Opposition parties have questioned the Liberal government's commitment to resolving the housing crisis.

In a news release Wednesday, the NDP says the housing crisis shows no signs of improving.

"Day after day we've seen more unhoused people put up tents at the Colonial Building in St. John's and (Wednesday morning) they woke up to snow on the ground," NDP Leader Jim Dinn stated. "It's inspiring to see so many people from the community come together to offer support, but solving this shouldn't fall on the shoulders of caring neighbours."

"The answer can't be 'it takes time to build houses' when we have people sleeping with a tent. It's grossly unacceptable for government to roll the dice on all of these people surviving through winter on a wing and a prayer."

PC Leader Tony Wakeham has said the Liberal government has done more to confuse people about the housing crisis than taking steps to resolve it.

"The housing crisis facing Newfoundlanders and Labradorians did not start two weeks ago," Wakeham stated in a news release. "It did not start two months ago. As housing advocates and those experiencing homelessness have said again and again, it has been brewing for years."

Partnership highlighted with launch of salmon processing

THE TELEGRAM

✉ telegram
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Quinlan Brothers Ltd. and Grieg Seafood Newfoundland officially launched salmon processing at the Quinlan Bay de Verde plant with an event on Tuesday, Nov. 21.

Robin Quinlan, president of Quinlan Brothers Ltd., said the event marked the beginning of an international partnership between Quinlan and Grieg to process aquaculture salmon from Placentia Bay.

"With this new processing line, we have opportunities for employment and growth," Quinlan said.

"Full, year-round employment in rural Newfoundland is no small feat. Processing aquaculture through Grieg Seafood Newfoundland provides us with improved stability and planning, to better



A worker grades a salmon at the official opening of the Quinlan Brothers Ltd. fish plant in Bay de Verde Tuesday. **KEITH GOSSE • THE TELEGRAM**

support our employees and communities.

"We owe the success of this launch to the loyalty and productivity of our employees and their willingness to welcome new Canadians and international workers to

achieve this goal."

Earlier this month, Grieg Seafood Newfoundland announced a successful harvest of a healthy first generation of salmon, according to a news release.

Knut Skeidsvoll, manag-

ing director of Grieg Seafood Newfoundland, said they are pleased to be partnering with Quinlan Brothers.

"It is exciting to finally be able to deliver fish grown in Placentia Bay to customers all over North America," Skeidsvoll said.

"I strongly believe that a growing industry of sustainable salmon farming will create jobs and value to the local communities in Newfoundland for many years to come."

The Bay de Verde processing plant was fitted for salmon processing earlier this year. After a devastating fire in 2016, Quinlan's state-of-the-art facility was designed to ensure healthy workplaces and food safety.

Salmon processing will support year-round employment in the community.

"Our shared values of innovation and sustainability are the strength of our part-

nership," Quinlan said. "Grieg holds the same commitment to quality products and processes as Quinlan. Together, we are investing in a bright future in aquaculture in our region."

Tuesday's event comes on the heels of news announced last week that Quinlan Brothers' operation in Bay de Verde received \$6 million in the latest round of funding from the Atlantic Fisheries Fund.

The money is to be used for the purchase and installation of "state-of-the-art technology, including robotics and automated mechanical evisceration systems for salmon processing."

The overall project cost is estimated at \$16,360,648, according to a news release.

The federal government provides 70 per cent of the funding, with the remaining 30 per cent coming from the province.



Boats on the dock at Jerseyside, Placentia. **THE TELEGRAM FILE**

Fish and work boat show held

THE TELEGRAM

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Organizers say the North Atlantic Fish and Workboat Show held at the Mary Brown's Centre in St. John's over the weekend was a success with crowds attending the annual marine event held in Newfoundland and Labrador this year.

"This year's show buzzed

with a lively atmosphere as exhibitors and attendees came together to discuss industry news and showcase new products and tech," show manager Shawn Murphy said in a news release.

The two-day event, held Nov. 17-18, brought together a diverse array of industry members, from seasoned professionals to emerging businesses. On display were the latest technologies and products in the industry.

"This edition of the North Atlantic Fish and Workboat Show was one of the best we've had," said Bais Blois from Blois Automation Ltd.

A ceremony was also held honouring this year's Atlantic Canada Marine Hall of Fame inductees, who were: the late Tom Best, Petty Harbour Co-op, in the mariner category; Martin Sullivan of Ocean Choice in the processor category; and Derrick Jackson of Jackson's Shipyard in the builder category.

BIG ERICS
Proudly serving our customers for over 75 years



OPPORTUNITY FOR INVESTMENT, RESTRUCTURING, RECAPITALIZATION, REFINANCING, REORGANIZATION or SALE

Big Erics Inc. (BEI) is undertaking a Sale and Investment Solicitation Process (SISP) for the investment, restructuring, recapitalization, refinancing, reorganization or sale of all or portions of BEI's various sales channels, operations, business, assets and undertakings or some combination thereof, as a going concern.

The Company is currently operating under Company Creditor Arrangement Act (CCAA) proceedings. Parties wishing to participate in the SISP may receive further information, including a Confidential Information Memorandum (CIM), by completing, executing and a delivering a Non-Disclosure Agreement (NDA) to the SISP Advisor, Noseworthy Chapman, at BigErics@nccpas.ca. Copies of the SISP procedures, NDA in the Court approved form, and various other documents related to the CCAA proceedings are available at www.GrantThornton.ca/BigErics

A non-binding Letter of Intent is due by 5:00 PM Newfoundland Time on December 8, 2023.

FOR FULL DETAILS SEE PRESS RELEASE OR SCAN THE QR CODE ABOVE <https://bit.ly/BEIPR1023>

Appendix G

BEI – SISP Press Releases in the Canada Newswire



FOR IMMEDIATE RELEASE | ST. JOHN'S, OCTOBER 26th, 2023 BIG ERICS INC. TO FIELD INTEREST IN, INVESTMENT OPPORTUNITIES, OR SALE THROUGH FORMAL PROCESS

Big Erics Inc., the almost 80 year old hospitality, sanitation and janitorial commercial distribution and sales organization, with strong roots in Newfoundland and more broadly based in the Atlantic Region of Canada, obtained an order from the Supreme Court of Newfoundland and Labrador on September 29th, 2023, approving the implementation of a Sale and Investment Solicitation Process ("SISP") to be conducted by a SISP advisor, accounting firm Noseworthy Chapman.

This is an opportunity for potential investors and purchasers to invest or acquire interests in a historic company with turnkey operations and a proven track record for strong topline performance and brand recognition in Atlantic Canada.

The SISP is intended to solicit interest in, and opportunities for: (i) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of BEI or its Business; and (ii) one or more sales or partial sales of all, substantially all, or certain portions of the Business.

The key SISP milestones and timeline is as follows (subject to change):

- December 8, 2023: Phase 1 deadline to deliver non-binding letters of intent
- February 16, 2024: Phase 2 deadline to deliver definitive offers by Phase 2 Qualified Bidders
- April 1, 2024: Deadline to seek Court approval of a successful offer

The Company has commenced Companies' Creditors Arrangement Act ("CCAA") proceedings. Copies of the SISP procedures, SISP NDA in the Court approved form, and various other documents related to the CCAA proceedings can be accessed at the Court-appointed Monitor's website: www.GrantThornton.ca/BigErics

Parties wishing to participate in the SISP process will need to execute the Court-approved Non-Disclosure Agreement ("NDA") as found on the Grant Thornton website and deliver it to the SISP Advisor by email at BigErics@nccpas.ca.

#



About Big Erics Inc.

Big Erics Inc. is a leading provider of end-to-end products in the commercial kitchen equipment, sanitation, janitorial, concessions/convenience equipment and consumable foods and cleaning products to commercial B2B and residential B2C customers across Canada. Big Erics at Home, a store-within-a-store welcomes home chefs and home entertainers to shop the quality-centric offering of residential small appliances, gadgets, cooking, cleaning, and entertaining wares at reasonable prices.

Big Erics started with humble roots as *Sani Pro*, in Newfoundland and Labrador in 1945, and then grew throughout the Atlantic as many family operations were combined, over the last 18 years, becoming an industry leader throughout Atlantic Canada. Now Big Erics has evolved further and is a household name to many, both within and beyond the Atlantic region, through its e-store bigerics.com.

Boasting a strong history in business of 78 years, a wide product offering, and a skilled projects team have Big Erics positioned to deliver to satisfy customers everyday needs as well as executing on commercial installation projects across Canada and into the US. Big Erics has two brick and mortar retail stores in both Dartmouth, NS and St. John's NL, as well as a large distribution warehouse boasting 60,000 cubic feet of space housing over 50,000 products ready for same and next-day delivery service in the Atlantic Region.

For more information visit www.bigerics.com

Contact Information:

All inquiries related to the SISP process only should be directed to: David Howe, FCPA, FCA and Jeanette Wade, CPA, CA, CBV via email: BigErics@nccpas.ca

Big Erics Inc. to field interest in investment opportunities or sale through formal process



NEWS PROVIDED BY
Grant Thornton LLP →
26 Oct, 2023, 16:03 ET

ST. JOHN'S, NL, Oct. 26, 2023 /CNW/ - Big Erics Inc., the almost 80-year-old hospitality, sanitation, and janitorial commercial distribution and sales organization, with strong roots in Newfoundland and more broadly based in the Atlantic Region of Canada, obtained an order from the Supreme Court of Newfoundland and Labrador on September 29th, 2023, approving the implementation of a Sale and Investment Solicitation Process ("SISP") to be conducted by a SISP advisor, accounting firm Noseworthy Chapman.

This is an opportunity for potential investors and purchasers to invest or acquire interests in a historic company with turnkey operations and a proven track record for strong topline performance and brand recognition in Atlantic Canada.

The SISP is intended to solicit interest in, and opportunities for: (i) an investment in, restructuring, recapitalization, refinancing, or other form of reorganization of BEI or its Business; and (ii) one or more sales or partial sales of all, substantially all, or certain portions of the Business.

The key SISP milestones and timeline is as follows (subject to change):

- December 8, 2023: Phase 1 deadline to deliver non-binding letters of intent
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- April 1, 2024: Deadline to seek Court approval of a successful offer

The Company has commenced Companies' Creditors Arrangement Act ("CCAA") proceedings. Copies of the SISP procedures, SISP NDA in the Court approved form, and various other documents related to the CCAA proceedings can be accessed at the Court-appointed Monitor's website: www.GrantThornton.ca/BigEricks

Parties wishing to participate in the SISP process will need to execute the Court-approved Non-Disclosure Agreement ("NDA") as found on the Grant Thornton website and deliver it to the SISP Advisor by email at BigEricks@nccpas.ca.

About Big Ericks Inc.

Big Ericks Inc. is a leading provider of end-to-end products in the commercial kitchen equipment, sanitation, janitorial, concessions/convenience equipment, consumable foods, and cleaning products to commercial B2B and residential B2C customers across Canada. Big Ericks at Home, a store-within-a-store, welcomes home chefs and home entertainers to shop the quality-centric offering of residential small appliances, gadgets, cooking, cleaning, and entertaining wares at reasonable prices.

Big Ericks started with humble roots as Sani Pro, in Newfoundland and Labrador in 1945, and then grew throughout the Atlantic as many family operations were combined, over the last 18 years, becoming an industry leader throughout Atlantic Canada. Now Big Ericks has evolved further and is a household name to many, both within and beyond the Atlantic region, through its e-store bigericks.com.

Boasting a strong history in business of 78 years, a wide product offering, and a skilled projects team have Big Ericks positioned to deliver to satisfy customers everyday needs as well as executing on commercial installation projects across Canada and into the US. Big Ericks has two brick and mortar retail stores in both Dartmouth, NS and St. John's, NL, as well as a large distribution warehouse boasting 60,000 cubic feet of space housing over 50,000 products ready for same and next-day delivery service in the Atlantic Region.

For more information visit www.bigericks.com



About Grant Thornton LLP in Canada

Grant Thornton LLP is a leading Canadian accounting and advisory firm providing accounting, audit, tax, and advisory services to private and public organizations. We help dynamic organizations unlock their potential for growth by providing meaningful, actionable advice through a broad range of services. Grant Thornton LLP is a Canadian member of Grant Thornton International Ltd, whose member and correspondent firms operate in over 130 countries worldwide. To learn more visit www.grantthornton.ca.

SOURCE Grant Thornton LLP

For further information: Lindsay Barnes, Senior Manager, Media Relations and External Communications, Grant Thornton LLP, E: Lindsay.Barnes@ca.gt.com, T: 905 999 6448; Phil Clarke, Partner, Grant Thornton LLP, E: Phil.Clarke@ca.gt.com, T : 902 420 7191

Appendix H

SISP Update (Confidential)

Appendix I

BEI Actual to Forecast to December 1, 2023

Big Erics Inc. - Cash Flow				
Weeks 11-22				
	July 2 to Sept 8, 2023	September 11 to December 1, 2023		
	Weeks 1-10	Weeks 11-22		
	Actual	Budget	Actual	Variance
Gross Sales	4,745,136	5,713,450	5,269,212	(444,238)
<i>Cash Receipts</i>				
Collection of Accounts Receivable	5,780,867	6,301,493	6,230,717	(70,776)
Miscellaneous	96	40,000	-	(40,000)
Total Cash Receipts	5,780,963	6,341,493	6,230,717	(110,776)
<i>Operational Disbursements</i>				
Cost of Sales	(3,409,239)	(4,317,939)	(4,652,036)	(334,097)
Rent & Municipal Taxes	(176,779)	(204,863)	(177,510)	27,353
Utilities	(14,126)	(34,704)	(22,450)	12,254
Insurance	(23,555)	(9,708)	(26,130)	(16,422)
Payroll	(783,523)	(985,000)	(890,605)	94,395
Key Employee Retention Payments	(32,300)	-	-	-
Warehouse Expenses	(205,953)	(204,840)	(330,182)	(125,342)
Selling Expenses	(24,424)	(63,727)	(29,647)	34,080
Bank Charges and POS Transaction Fees	(47,085)	(59,402)	(13,238)	46,164
HST Payable/Refund	2,584	(156,329)	(214,565)	(58,236)
Administrative and Miscellaneous	(57,366)	(39,341)	(90,473)	(51,132)
Total Operational Disbursements	(4,771,766)	(6,075,853)	(6,446,836)	(370,983)
Professional Fees	(93,849)	(185,600)	(123,722)	61,878
Total Disbursements	(4,865,615)	(6,261,453)	(6,570,558)	(309,105)
Net Cash Flow	915,348	80,040	(339,841)	(419,881)
Operating Line - Opening	(4,930,567)	(4,015,219)	(4,015,219)	-
Net Cash Flow	915,348	80,040	(339,841)	(419,881)
Operating Line - Closing	(4,015,219)	(3,935,179)	(4,355,060)	(419,881)
Less: Borrowing Base	(4,931,000)	(4,931,000)	(4,931,000)	-
Line of Credit Liquidity	915,781	995,821	575,940	(419,881)

Appendix J

Canada Revenue Agency' Proposed Reassessment – BEI



September 26, 2023

COPY

Cory Hines
Grant Thornton Limited
Monitor for Big Erics Inc.
1675 Grafton St, Suite 1000
Halifax NS B3J 0E9

Dear Cory Hines:

**Subject: Proposed change to the goods and services tax/harmonized sales tax
(GST/HST) return from July 13, 2023 to July 20, 2023
Account number: 87956 9010 RT0001**

Further to our telephone conversation on September 22, 2023, the GST/HST return of Big Erics Inc. (the "registrant") for the above period was chosen for audit. Our records show that Grant Thornton Limited was appointed as Monitor, when an Initial Order under the Companies' Creditors Arrangement Act (CCAA) was filed on July 20, 2023.

Based on information in the list of creditors filed for Big Erics Inc., we are proposing to make a (re)assessment as shown below.

Adjustments have been made to the proposed amount since our telephone call on September 22, 2023.

Under section 165 of the Excise Tax Act, every recipient of a taxable supply made in Canada is required to pay the GST/HST charged for that supply. The registrant has not paid the GST/HST owed to their suppliers, based on the list of creditors that was filed. Under paragraph 296(1)(b) of the Act, we are proposing to increase the registrant's tax payable by the amount of GST/HST owed on taxable supplies that they received where the tax was not paid to their suppliers.

Period ending	Description	Proposed change
2023-07-20	Increase to tax payable under 296(1)(b)	\$ 265,765.53

The proposed amount of \$265,765.53 is based on calculations we made in the enclosed Schedule A – Calculation of GST/HST Included in Unpaid Amounts. Our calculations are based on the list of creditors dated July 3, 2023, which was the most recent list available to us.

If you have any questions or concerns during the audit, please call me at 587-338-9081. My team leader, Lori-Ann Thomson, can be reached at 587-335-3420 if I am not available.

Sincerely,

M. Ward

Maegan Ward
GST/HST Audit Division
Alberta Tax Services Office

Telephone: 587-338-9081
Facsimile: 418-566-2853
Address: Suite 10 9700 Jasper Avenue
Edmonton AB T5J 4C8
Website: **canada.ca/taxes**

Enclosures

c.c.: Normand Mensour
PO Box 6090 Station C
St. John's NL A1C 5X8

I agree to the proposed change and waive the 30-day proposal period.

(Signature of Authorized Officer)

Registrant:	Big Erics Inc.	Date: September 26, 2023
Business Number:	87956 9010 RT0001	
Audit Period:	July 13, 2023 to July 20, 2023	
Prepared by:	Maegan Ward	

COPY

Calculation of proposed audit adjustment for Big Erics Inc.:

The registrant's physical and mailing addresses are in Newfoundland & Labrador. We found no evidence to show that registrant operated from any other province. The below calculations were completed under the assumption that all supplies from unsecured creditors were made in Newfoundland & Labrador and were taxable at 15%. We also assumed that no amounts from the listing were paid and that no amounts were approved by the monitor to be paid at some future date. We made adjustments where unpaid amounts related to supplies that were zero-rated, exempt, or relieved from GST/HST.

Total amount unpaid to suppliers	8,764,237.58
Less: Total amount where GST/HST was not charged or owed (A)	6,726,701.83
Total amount unpaid to suppliers where GST/HST was charged	2,037,535.75
Calculate GST/HST included at 15%	x 15/115
Total GST/HST included in unpaid amounts	265,765.53

List of unsecured creditors where no GST/HST was charged or owed:

Name of supplier	Unpaid amount
Bank of Montreal - Mastercard	44,610.38
Belleco Foodservice Equip	1.00
Betco Corporation Ltd	23,282.34
Cambro Manufacturing Co. - Esi	22,889.54
Captiveaire Systems Inc. - Us	264.00
Chester's International, llc	23,506.08
City of St. John's c/o Tax Department	1.00
CRA - Tax - Atlantic	2.00
Due to Shareholders	311,685.00
Epicurean Cutting Surfaces	436.59
Fds Usa Inc.	3,590.40
Foodware Llc - Esi (G.E.T)	320.22
Franklin Machine Products	252.12
Gold Medal Products Co.	4,521.00
Great Western Products	15,622.99
Grosfillex Incorporated - Esi	3,309.79
Halifax Regional Municipality - Property Taxes	1.00
Joy, Anthony	1,464.20
Legacy Companies, The	1.00
Lighthouse Capital Atlantic Inc.	4,393,302.91
Lighthouse Realty Atlantic Inc.	1,449,745.00
Manulife Financial	2.00
Microplane	742.90
Minuteman International	1.00
Myles & Co. Inc.	350,000.00
Onyx Environmental Solutions I	4,330.85

COPY

Schedule B – List of Recommended Representations

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Big Erics Inc. for the audit period July 13, 2023 to July 20, 2023

You can include information from this list with your representations. If possible, please send electronic files in spreadsheet format (.xls or .xlsx) or as a text file (.csv) for listings, and in PDF format for all other documents.

1. If you want to claim input tax credits (ITCs) that might be eligible for purchases made up to July 20, 2023, and they were not claimed previously, give a detailed listing that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. amount of GST/HST charged
2. An updated listing of all accounts payable as of July 20, 2023, for Big Erics Inc.
3. Copies of original purchase documents for transactions from your listing of accounts payable where GST/HST was not charged, that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. explanation of why GST/HST was not charged
4. Information about payments made after July 20, 2023, that would affect your listing of accounts payable, including proof of payments.
5. Information about accounts that you expect will be paid after July 20, 2023, and the sources of funds for those payments. Please include a schedule of payments to be made at certain intervals that were approved by the Monitor.
6. List of suppliers to be paid that are considered critical for continuing business operations.

Appendix K

TNOPFI - Actual to Forecast - Final

Terra Nova Old Port Foods Inc.
Final Budget to Actual Reporting

	Budget	Actual	Variance
Net Sales	795,200	921,983	126,783
<i>Cash Receipts</i>			
Collection of Accounts Receivable	1,247,592	1,208,472	(39,120)
Remaining Inventory Sales	52,700	40,113	
Capital Asset Sales	50,000	128,921	
Miscellaneous	-	20,068	20,068
Total Cash Receipts	1,350,292	1,397,574	47,282
<i>Operational Disbursements</i>			
Cost of Sales	-	(38,491)	(38,491)
Rent & Municipal Taxes	(89,910)	(66,094)	23,816
Utilities	(21,000)	(6,403)	14,597
Insurance	(7,500)	(1,866)	5,634
Payroll	(163,433)	(189,349)	(25,916)
Key Employee Retention Payments	(18,000)	(6,865)	11,135
Freight	(22,500)	(48,319)	(25,819)
Administration and Miscellaneous	(13,000)	(13,797)	(797)
Total Operational Disbursements	(335,343)	(371,183)	(35,840)
Professional Fees	(91,000)	(181,013)	(90,013)
Total Disbursements	(426,343)	(552,197)	(125,854)
Net Cash Flow	923,949	845,377	(78,572)
Operating Line - Opening	(1,355,000)	(1,355,000)	-
Net Cash Flow	923,949	845,377	(78,572)
Operating Line - Closing	(431,051)	(509,623)	(78,572)
Less: Borrowing Base	(1,355,000)	(1,341,000)	14,000
Line of Credit Liquidity	923,949	831,377	(92,572)

Appendix L

Canada Revenue Agency' Proposed Reassessment – TNOPI



September 26, 2023

Cory Hines
Grant Thornton Limited
1675 Grafton St, Suite 100
Halifax NS B3J 0E9

COPY

Dear Cory Hines:

**Subject: Proposed change to the goods and services tax/harmonized sales tax
(GST/HST) return to July 13, 2023 to July 20, 2023
Account number: 72014 6281 RT0001**

Further to our telephone conversation on September 22, 2023, the GST/HST return of Terra Nova Old Port Foods Inc. (the "registrant") for the above period was chosen for audit. Our records show that Grant Thornton Limited was appointed as Monitor, when an Initial Order under the Companies' Creditors Arrangement Act (CCAA) was filed on July 20, 2023.

Based on information in the list of creditors filed for Terra Nova Old Port Foods Inc., we are proposing to make a (re)assessment as shown below.

Adjustments have been made to the proposed amount since our telephone call on September 22, 2023.

Under section 165 of the Excise Tax Act, every recipient of a taxable supply made in Canada is required to pay the GST/HST charged for that supply. The registrant has not paid the GST/HST owed to their suppliers, based on the list of creditors that was filed. Under paragraph 296(1)(b) of the Act, we are proposing to increase the registrant's tax payable by the amount of GST/HST owed on taxable supplies that they received where the tax was not paid to their suppliers.

Period ending	Description	Proposed change
2023-07-20	Increase to tax payable under 296(1)(b)	\$ 105,022.13

The proposed amount of \$105,022.13 is based on calculations we made in the enclosed Schedule A – Calculation of GST/HST Included in Unpaid Amounts. Our calculations are based on the list of creditors dated July 3, 2023, which was the most recent list available to us.

If you have any questions or concerns during the audit, please call me at 587-338-9081. My team leader, Lori-Ann Thomson, can be reached at 587-335-3420 if I am not available.

Sincerely,

M. Ward

Maegan Ward
GST/HST Audit Division
Alberta Tax Services Office

Telephone: 587-338-9081
Facsimile: 418-566-2853
Address: Suite 10 9700 Jasper Avenue
Edmonton AB T5J 4C8
Website: **canada.ca/taxes**

Enclosures

c.c.: Joan Myles
Terra Nova Old Port Foods Inc.
PO Box 1418 Station C
St. John's NL A1C 5N8

I agree to the proposed change and waive the 30-day proposal period.

(Signature of Authorized Officer)

Registrant:	Terra Nova Old Port Foods Inc.	Date:	September 26, 2023
Business Number:	72014 6281 RT0001	COPY	
Audit Period:	July 13, 2023 to July 20, 2023		
Prepared by:	Maegan Ward		

Calculation of proposed audit adjustments for Terra Nova Old Port Foods Inc.:

The registrant's physical and mailing addresses are located in Newfoundland & Labrador. We found no evidence to show that the registrant operated from any other province. Calculations were completed under the assumption that all supplies from unsecured creditors were made in Newfoundland & Labrador and were taxable at 15%. We also assumed that no amounts from the listing were paid and that no amounts were approved by the monitor to be paid at some future date. We made adjustments where unpaid amounts related to supplies that were zero-rated, exempt, or relieved from GST/HST.

Total amount unpaid to suppliers (unsecured creditors only)	1,368,360.61	
Less: Total amount where GST/HST was not charged or owed (A)	563,190.98	
Total amount unpaid to suppliers where GST/HST was charged	805,169.63	
Calculate GST/HST included at 15%	x 15/115	
Total GST/HST included in unpaid amounts		105,022.13

List of creditors where no GST/HST was charged or owed:

Name of supplier	Unpaid amount
Bank of Montreal - Mastercard	1,000.00
Big Erics Inc.	336,504.97
Cal LeGrow Insurance & Financial Group	1.00
Canadian Food Inspection Agency -	1,307.61
National Centre For Accounts Receivable c/o Receiver	-
CRA - Tax - Atlantic	1.00
Due to Shareholders	1.00
Lighthouse Realty Atlantic Inc.	178,401.80
Manulife Financial	8,288.52
Province of NL - HAPSET	1.00
Union Dues	862.00
WorkplaceNL	36,822.08
Total amount where GST/HST was not charged or owed	563,190.98 (A)

COPY

Schedule B – List of Recommended Representations

Subject: Proposed change to the goods and services tax/harmonized sales tax (GST/HST) return for Terra Nova Old Port Foods Inc. for the audit period July 13, 2023 to July 20, 2023

You can include information from this list with your representations. If possible, please send electronic files in spreadsheet format (.xls or .xlsx) or as a text file (.csv) for listings, and in PDF format for all other documents.

1. If you want to claim input tax credits (ITCs) that might be eligible for purchases made up to July 20, 2023, and they were not claimed previously, give a detailed listing that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. amount of GST/HST charged
2. An updated listing of all accounts payable as of July 20, 2023, for Terra Nova Old Port Foods Inc.
3. Copies of original purchase documents for transactions from your listing of accounts payable where GST/HST was not charged, that includes this information for each purchase:
 - a. date of transaction
 - b. name of supplier
 - c. description of goods or services purchased
 - d. purchase amount
 - e. explanation of why GST/HST was not charged
4. Information about payments made after July 20, 2023, that would affect your listing of accounts payable, including proof of payments.
5. Information about accounts that you expect will be paid after July 20, 2023, and the sources of funds for those payments. Please include a schedule of payments to be made at certain intervals that were approved by the Monitor.
6. List of suppliers to be paid that are considered critical for continuing business operations.