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

ELEVENTH 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.

JANUARY 17, 2025

Doane Grant Thornton

Grant Thornton Limited,
Court-Appointed Monitor

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INTRODUCTION

1. On July 11, 2023, Big Erics Inc. ("**BEI**" or "**Vendor**") and Terra Nova Old Port Foods Inc. ("**TNOPFI**") (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 ("**NOI Proceedings**") to proceedings under the *Companies' Creditors Arrangement Act*, RSC, 1985, c. C-36, as amended ("**CCAA Proceedings**"). On July 18, 2023, the Court issued an order (the "**Initial Order**") and Grant Thornton Limited ("**GTL**") was appointed as Monitor (in such capacity, the "**Monitor**") for the Companies.

2. Pursuant to the Initial Order, amongst other relief, all creditors were stayed from commencing or continuing any proceedings against the Companies until, and including, July 28, 2023 ("**Stay of Proceedings**"), or such date as the Court could direct. The Stay of Proceedings was further extended by multiple orders, most recently, to January 31, 2025 by an order issued on October 25, 2024 ("**October 2024 Stay Extension Order**"). A copy of the October 2024 Stay Extension Order is attached hereto as **Appendix "A"**.

3. On January 15, 2024, the Court issued an order declaring that the *Wage Earner Protection Program Act (Canada)*, SC 2005, c 47, s 1 ("**WEPP**"), applies to TNOPFI in conjunction with the *Wage Earner Protection Program Regulations* ("**WEPP Regulations**"). The declaration was a requirement of Service Canada as communicated to the Monitor. The Monitor has received all but four claims from eligible former employees.

4. Subsequently, on September 12, 2024, the Court issued an order declaring that WEPP applies to BEI in conjunction with the WEPP Regulations as a result of all remaining BEI employees being terminated on the Closing Date. The declaration was a requirement of Service Canada as communicated to the Monitor. The Monitor has received 39 of 55 claims from eligible former employees.

5. 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. The SISP was completed by way of an asset purchase agreement between 94747 Newfoundland and Labrador Inc.

(“**94747**”) and BEI (the “**APA**”). The APA was approved by the Court on April 16, 2024 and the transaction subsequently closed on May 10, 2024 (“**Closing Date**”).

6. Following the Closing Date, a number of disputes and issues arose between 94747 and BEI, (the “**Disputes**”). Several Court applications and hearings occurred, being summarized as follows:

(a) On June 25, 2024, the Monitor issued its eighth report (the “**Eighth Report**”) and made application to the Court for, the following relief:

i. Approval of the activities of the Monitor to the date of the Eighth Report;

ii. Granting of limited enhanced powers to the Monitor to address BEI’s operating line with BMO;

iii. Granting of a claims process to be administered by the Monitor by way of a claims identification order;

iv. Granting of a declaration that BEI is a former employer for the purposes of WEPP;

v. Approval of an extension of the Stay of Proceedings to October 15, 2024;

vi. Approval of the Monitor’s fees and disbursements, and that of its legal counsel, to May 24, 2024 and May 31, 2024, respectively;

vii. Setting of a hearing date for the Court to adjudicate the Disputes; and

viii. Directing 94747 to address various outstanding issues and provide documentation for certain aspects of the Disputes; and seeking guidance for the role of the Monitor in the Disputes, given that BEI had no operations following the Closing Date.

(b) On June 26, 2024, the Court heard the Monitor’s requested relief contained within the Eighth Report whereby the Court granted, amongst other things:

i. Approved an extension of the Stay of Proceedings to November 1, 2024;

ii. Approved an order with the various dates and filing deadlines for the Monitor’s application for a security for costs motion against 94747 to be heard on September 18, 2024, as well as for the Monitor’s application for the Court to resolve the Disputes to be heard on October 24 and 25, 2024 (the "**Procedural Order**"). The Procedural Order was granted by the Court on August 15, 2024;

iii. Approved an order to provide for the closing of BEI's operating line with BMO (the "**BMO Account Closure Order**"). The BMO Account Closure Order was granted on September 12, 2024.

(c) On September 18, 2024, the Court heard the Monitor's application for security for costs motion against 94747. The Court dismissed security for costs with Column 3 costs being awarded to 94747. The Monitor has paid the cost award to 94747 with funds held in trust by the Monitor.

(d) On October 25, 2024, the Monitor withdrew the Court application to resolve the Disputes with respect to Purchase Price Adjustments, as 94747, BEI, BMO and the Monitor came to a settlement of all issues. As a part of the settlement, the Court granted a vesting order for a transaction of certain assets to Metro Food Equipment.

7. The Monitor confirms that the Disputes have been resolved. Given the particular facts of this matter, the Monitor took a significant role in the discussions to resolve the Disputes and played a larger role in the adjudication of the Disputes than would typically be seen.

8. This eleventh report of the Monitor (the "**Eleventh Report**"), as well as the previous reports of the Monitor and all other relevant information in respect of these CCAA Proceedings and the previous NOI Proceedings has been made available to stakeholders on the Monitor's website at www.DoaneGrantThornton.ca/BigErics. Readers are encouraged to read the preceding reports 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. For completeness, the Monitor has prepared a listing of all preceding reports of the Monitor and Court Orders, attached hereto as **Appendix "B"**.

PURPOSE OF THE ELEVENTH REPORT

9. The purpose of the Eleventh Report is to provide an update to the Court with respect to the following:

(a) An update on the activities of the Companies and the Monitor since the tenth report of the Monitor dated October 11, 2024 (the "**Tenth Report**");

(b) An update with regards to the wind-up of the pension plan for the former employees of the Companies; and

(c) A recommendation to this Honourable Court for an order providing for the following relief sought by the Monitor's application:

i. Approval of the activities of the Monitor to the date of the Eleventh Report;

ii. Approval for the Monitor to file any outstanding HST and corporate tax returns with CRA for BEI for the periods subsequent to the Closing Date;

iii. Granting of a sealing order of **Confidential Appendix "O"**;

iv. Approval of a final distribution for BEI and TNOPFI as detailed herein;

v. Approval of the Monitor's fees and disbursements, and that of its counsel, to December 31, 2024, along with an estimate to complete;

vi. Releasing all court ordered charges; and

vii. Granting an order discharging the Monitor of its duties and termination of these CCAA Proceedings.

TERMS OF REFERENCE

10. In preparing this Eleventh 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 financial information provided by other stakeholders (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.

11. Some of the Information used in preparing this Eleventh Report consists of forward-looking information. 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.

12. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, directors of the Companies, and other stakeholders, 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 requests that Management, directors and other stakeholders bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Eleventh Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Companies, Management and other stakeholders.

13. This Eleventh Report has been prepared for the use of this 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 by the Monitor. Accordingly, the reader is cautioned that this Eleventh 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 Eleventh Report contrary to the provisions of this paragraph.

14. 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 Initial Order and subsequent orders granted by the Court, as well as the preceding reports of the Monitor.

ACTIVITIES OF THE COMPANIES

15. Since the date of the Tenth Report, the Monitor understands that the Companies have, amongst other things:

    (a) Addressed questions of the Monitor with respect to the Disputes and the resolution thereon;

    (b) Addressed questions from the Monitor with regards to certain claims received from creditors;

    (c) Assisted with certain tax filings with the Canada Revenue Agency;

    (d) Assisted with the settlement of the Disputes; and

(e) Assisted with a process with Manulife and the Superintendent of Pensions with the Pension Benefit Standards Division of the Province of Newfoundland and Labrador ("**Superintendent of Pensions**") regarding the wind-up of the Companies' pensions.

16. As noted within the Eighth Report and Tenth Report, the Monitor understands that all but one director of BEI has resigned. The sole director remaining is Wayne Myles.

ACTIVITIES OF THE MONITOR

17. Since the date of the Tenth Report, the Monitor has, amongst other things:

(a) Participated and assisted in discussions amongst the stakeholders and their respective legal counsels to resolve the Disputes;

(b) Assisted with finding a third party, Metro Food Equipment, to purchase certain of the assets that formed part of the Disputes and subject to the vesting order dated December 12, 2024, further assisting in the resolution of the Disputes;

(c) Attended the operating premises of 94747 to document the removal of the assets sold to Metro Food Equipment;

(d) Held various communications with BMO and other secured creditors regarding the conclusion of these CCAA Proceedings;

(e) Provided notice to all known creditors of BEI of a planned final distribution to be made in the CCAA Proceedings, and requesting that any claims in priority to BMO, and claims against any of the respective court ordered charges, be filed with the Monitor by December 13, 2024;

(f) Corresponded with BEI creditors regarding claims received by the Monitor;

(g) Corresponded with Manulife and the Superintendent of Pensions regarding the wind-up of the Companies pensions;

(h) Compiled the outstanding HST returns of BEI from April 2024 to December 2024;

(i) Maintaining the Monitor's case management website: www.DoaneGrantThornton.ca/BigErics; and

(j) Preparing this Eleventh Report.

PENSIONS OF FORMER EMPLOYEES

18. The Monitor has been assisting the Companies' and the Superintendent of Pensions in winding up the Companies' defined contribution pension plans administered by Manulife. The Monitor has been assisting with these conversations as there are no remaining employees at the Companies to facilitate the winding up of the plans.

19. The Superintendent of Pensions has directed that a new plan administrator be appointed to facilitate the wind-up, as the current plan administrator is a former employee of BEI. The Superintendent of Pensions has directed that Manulife to be appointed as plan administrator.

20. The Monitor is of the view that, due no employees remaining at the Companies, Manulife and the Superintendent of Pensions are the appropriate parties to facilitate the wind-up of the Companies' pension plans. The assets in these plans are not assets of the estate.

21. The Monitor is further of the view that the current status of the plan, and the process of it being wound-up, is not an issue to affect the Monitor's application for a final distribution of proceeds and the Monitor's discharge, as the Superintendent of Pensions has the statutory authority to direct the winding up of the pension plans.

BEI – HST RETURNS OUTSTANDING

22. Since the Closing Date, BEI has had no remaining employees to compile the outstanding HST returns, being for the months of April 2024 to the date of this Eleventh Report.

23. With regards to the April 2024 and May 2024 returns, the Monitor compiled the required data to file these outstanding HST returns using the books and records of BEI obtained on the Closing Date. The Monitor received approval from BEI's remaining director to file BEI's April 2024 and May 2024 returns, which were filed by the Monitor with CRA on December 6, 2024. The HST owing as a result of these returns is $49,041.06.

24. With regards for the June 2024 returns to present, BEI will have incurred ITC's ("**Input Tax Credits**") with regards to the professional fees charged for these CCAA Proceedings. However, as these professional fees were incurred after the Closing Date, the Monitor is requesting of the Court the limited power to file BEI's outstanding HST returns with CRA

from June 2024 onwards, and any outstanding corporate tax returns, until the conclusion of these CCAA Proceedings, in order to capture the ITC's.

25. The Monitor has prepared the below summary of the net amount owing to BEI from CRA if all remaining outstanding HST returns are filed:

Monitor's Summary of HST Refund Owed to BEI		
Filing Month		Owing (Refund)
April 2024	$	62,527.82
May 2024		(13,486.76)
June 2024		(25,233.27)
July 2024		(6,686.86)
August 2024		(1,162.79)
September 2024		(4,253.66)
October 2024		(4,932.57)
November 2024		(16,741.59)
December 2024		(5,751.64)
Net Refund Expected from CRA	**$**	**(15,721.32)**

26. In addition to the expected refund from CRA of $15,721.32, the Monitor would anticipate a further refund for subsequent returns filed to the date of the Monitor's discharge. The Monitor notes that the $15,721.32 estimated refund, and any future refunds, do not form a part of the Monitor's proposed distribution. The Monitor proposed that on receipt of any HST refunds, they would be remitted directly to BMO.

COURT ORDERED CHARGES

27. The Court had previously approved three (3) charges that would rank ahead of all creditors, an Administrative Charge, a Directors Charge, and a charge for the Key Employee Retention Plan ("**KERP**").

28. The ARIO set the Administrative Charge at $150,000 and the Directors Charge at $150,000. The KERP was also approved in the ARIO, dated July 28, 2023, as described in the First Report and sealed by order of the Court until further order of the Court.

29. On November 12, 2024, the Monitor provided to all known creditors the Notice of Final Distribution by way of ordinary mail. A copy of a mailing affidavit of the Monitor and the

Notice of Final Distribution is attached hereto as **Appendix "C"**. That notice requested creditors who had claims ranking in priority to BMO to file claims with the Monitor.

30. Those claims included Post Filing Claims, Restructuring Claims, Director and Officer claims, and Pre-Filing Priority Claims.

31. The Monitor has not received a claim against the Directors Charge. The Monitor is unaware of a possible claim against the Director and see no reason why the Directors Charge should continue.

32. The Proposed Distribution, as defined herein this Eleventh Report, contemplates the payment of the professionals covered by the Administration Charge and is therefore no longer required.

33. The Monitor is proposed to pay out the KERP payments totalling $72,161.92 to eligible employees. The Monitor has reviewed the terms of the KERP and has consulted with Companies' management to confirm eligibility of the employee's receiving payment. A detailed listing of employees receiving the KERP payment is attached hereto as **Confidential Appendix "O"**.

34. The Monitor is of the view that the details of the KERP are sensitive to the eligible employees. The Monitor respectfully recommends that this Court provide a sealing order of **Confidential Appendix "O"**, in accordance with the granted sealing order for the KERP details dated July 28, 2023.

NOTICE TO KNOWN CREDITORS OF FINAL DISTRIBUTION

35. Following the resolution of the Disputes, the Monitor discussed with BMO an approach to provide for a final distribution of the funds held in trust with the Monitor and conclude these CCAA Proceedings.

36. As noted within the Eighth Report and the Monitor's accompanying application dated June 21, 2024, the Monitor requested the Court's approval for the Monitor to administer a claims process for the purposes of identifying any claims in priority to BMO. At the Court hearing on June 26, 2024, BMO was not in favour of a claims process. The Court never approved a claims process.

37. In November 2024, the Monitor advised BMO that it would be providing advance notice to all known creditors of BEI of the Monitor's intention to make an application to approve a final distribution.

38. The Monitor's legal counsel completed a review of BMO's security and determined it has a first ranking valid and enforceable security. Given the proceeds from the proceeding are insufficient to pay the priority charge and pay out BMO it is only necessary to determine what claims rank in priority to BMO in order to make a final distribution.

39. BMO will suffer a significant deficiency on its claim.

40. The Monitor requested that any creditors who believe they have a priority claim to file a claim with the Monitor for its review and consideration, and if accepted, to be included in the final distribution (the "**Notice of Final Distribution**").

41. On November 12, 2024, the Monitor provided to all known creditors the Notice of Final Distribution by way of ordinary mail. A copy of a mailing affidavit of the Monitor and the Notice of Final Distribution is attached hereto as **Appendix "C"**.

42. Those claims included Post Filing Claims, Restructuring Claims, Director and Officer claims, and Pre-Filing Priority Claims.

43. On November 15, 2024, Canada Post commenced a nationwide strike which provided for an interruption in mail service. To ensure that creditors received the Notice of Final Distribution, the Monitor endeavored to gather email and facsimile contact information for the known creditors to provide service electronically. Details of the Monitor's electronic service of the Notice of Final Distribution is as follows:

(a) The Monitor is aware of a population of 280 potential creditors of BEI (the "**Known Creditors**"), gathered from BEI's books and records upon the filing of the NOI, those obtained throughout the CCAA Proceedings, the accounts payable listing of BEI for unpaid invoices prior to the Closing Date, and the Monitor's various communication with creditors throughout the NOI and CCAA Proceedings;

(b) A copy of the listing of the Known Creditors is attached hereto as **Appendix "D"**;

(c) The Monitor was able to identify email or facsimile contact information for 259 of the 280 Known Creditors (93% of the Known Creditors);

(d) Of the 259 Known Creditors provided electronic service, the Monitor received a bounce-back of the email or facsimile from 17 Known Creditors. Of these 17 Known Creditors, the Monitor is not aware of any significant potential priority claim that could be filed;

(e) Factoring in the returned emails or facsimiles, the Monitor successfully delivered the Notice of Final Distribution to 242 Known Creditors by way of electronic means (86% of the Known Creditors); and

(f) A copy of the sent emails providing this electronic service is attached hereto as **Appendix "E"**.

44. The Canada Post strike concluded on December 17, 2024. Canada Post has since provided an update with regards to mail and postal services being back to full-service levels for domestic parcels effective January 7, 2025, with affected mail halted by the strike now being delivered.

Claims Received by the Monitor

45. The Monitor received 33 proof of claim forms from creditors following the issuance of the Notice of Final Distribution. The Monitor has prepared a summary of the proof of claim forms received, attached hereto as **Appendix "F"**.

46. Of the 33 claims received by the Monitor, the Monitor has identified 6 claimants with a priority claim to that of BMO, as well as 2 claims from Service Canada with regards to a super priority claim following BEI and TNOPFI's WEPP administration (collectively, the "**Priority Claimants**"). A summary of the 8 Priority Claimants is as follows:

Priority Claimants		
Creditor		Priority Claim
Service Canada - BEI WEPP Super Priority	$	47,536.82
Service Canada - BEI TNOPFI Super Priority		19,236.69
51011 Newfoundland and Labrador (Boom I.T.)		4,639.99
Day and Ross Inc.		1,909.04
Eastern Building Cleaners Inc.		1,427.73
Scotia Recycling Limited		4,312.50
Venor Recruitment Limited		5,750.00
Cal LeGrow Insurance Limited		6,765.09
Total Priority Claimants	**$**	**91,577.86**

47. Upon request, the Monitor can make available to the Court, or any party, the proof of claim forms received, as well as the Monitor's response to each.

48. The amount payable to Service Canada with regards to BEI's WEPP Super Priority claim is an estimate based on the Monitor's reconciliation of the claims received by the former employees of BEI. As of the date of this Eleventh Report, Service Canada has not provided to the Monitor a statement or confirmation of this amount.

49. The Monitor is unaware of any further priority claims. The Monitor noted the following with regards to the Notice of Final Distribution and service to the Known Creditors:

(a) The Monitor has provided services to the Known Creditors by way of ordinary mail, as well as email and facsimile in light of the Canada Post strike;

(b) The Monitor did not receive a bounce back email or facsimile notification from 86% of the Known Creditors, with all Known Creditors likely having now received service by way of ordinary mail by the date of this Eleventh Report;

(c) The Monitor has maintained a listing of suppliers that have contacted the Monitor following the Closing Date who made any indication they had outstanding amounts owing from BEI. The Monitor included within its service by ordinary mail and electronic means these suppliers who notified the Monitor that balances were owing;

(d) The Notice of Final Distribution included a deadline to file a proof of claim with the Monitor by December 13, 2024. The Monitor has only received two requests from the

Known Creditors for an extension of this deadline, to which the Monitor agreed to extend to January 6, 2025. These will be discussed later in the report; and

(e) The Monitor has continued to receive, review and respond to any proof of claims received by the Known Creditors subsequent to the December 13, 2024 deadline up to the date of this Eleventh Report.

50. The Monitor will be providing to the Known Creditors, by way of ordinary mail, email and facsimile a copy of this Eleventh Report and a letter describing the purpose of the application, and the date, time and location of the hearing on the application. Should any additional priority claims be identified by the Monitor prior to the hearing, the Monitor will amend its application to include these claims within the Priority Claimants.

51. The Monitor will provide to the Court an affidavit of service to the Known Creditors of its application.

52. Additionally, the Monitor notes that the Notice of Final Distribution was an effort by the Monitor to engage with stakeholders with possible priority claims and provide sufficient time for those parties to submit a claim for review and inclusion in a final distribution. Should a creditor disagree with the Monitor's view of their claim as provided to the Monitor, or had not filed a claim with the Monitor, creditors have the option to file materials in the application for final distribution and/or oppose the Monitor's application and attend the hearing for distribution.

Potential Claim of Lighthouse Realty Atlantic Inc.

53. The Monitor has received correspondence from counsel to Lighthouse Realty Atlantic Inc. ("**LRAI**") of a potential claim against BEI. LRAI was the landlord to BEI's St. John's, Newfoundland and Labrador location until May 15, 2024. LRAI requested an extension of time to file a claim. An extension to January 6, 2025 was provided. A copy of the correspondence is attached as **Appendix "G"**.

54. As of the date of this Eleventh Report, the Monitor has not received a claim from LRAI with respect any amounts owing by BEI.

Potential Claim of Imagination Capital Inc. (**"ICI"**) and Myles and Co. Inc (**MCI**").

55. The Monitor has received correspondence from counsel to ICI and MCI indicating it may advance a claim for priority over BMO. ICI and MCI requested an extension of time to file a claim. An extension to January 6, 2025 was provided. A copy of the correspondence is attached as **Appendix "H"**.

56. As of the date of this Eleventh Report, the Monitor has not received a claim from ICI or MCI with respect any amounts owing in priority to BMO.

SECURED CREDITORS

57. The Monitor notes that BEI has two primary secured creditors

    (a) BMO; and

    (b) Certain mezzanine lenders, being Wayne Myles and Joan Myles as collateral agents to Myles & Company Inc., as well as Lighthouse Capital Atlantic Inc. (collectively, the "**Mezzanine Lenders**"). The Monitor notes that the Mezzanine Lenders are related parties to the Companies.

58. The Monitor requested of its counsel, Stewart McKelvey (the "**Monitor's Counsel**") to conduct an independent security review of BMO's registered security against the Companies. A copy of this security review is attached hereto as **Appendix "I"**.

59. The Monitor's Counsel is of the view that BMO's security is first-ranking, valid and enforceable against the Companies.

60. The Monitor notes that within the Affidavit of Martine Langlois of BMO, dated March 11, 2024 as filed with the Court, as at March 11, 2024, the Companies were indebted to BMO of approximately $9,857,000, inclusive of accumulated interest at that time. A copy of this affidavit is attached hereto as **Appendix "J"**.

61. The Monitor further notes that in a supplemental Affidavit of Martine Langlois of BMO, dated March 18, 2024, a copy of which is attached hereto as **Appendix "K"**, provides for the following support of BMO's position as being the first-ranking secured creditor of the Companies:

(a) Exhibit D is a letter dated December 20, 2019 signed by Wayne Myles and Joan Myles, being the collateral agents to the Mezzanine Lenders, agreeing to a subordination of funds advanced to the Companies by the Mezzanine Lenders in favour of BMO; and

(b) Exhibit C is a portion of the financial statements of BEI, whereby Note 9 contains a disclosure of the subordination of the Mezzanine Lenders debt in favour of BMO.

62. The Monitor is of the view that BMO is the first-ranking secured creditor against the Companies, given:

(a) The Monitor's Counsel's review of the registered security against the Companies concludes the BMO is the first-ranking secured creditor of the Companies; and

(b) the support as filed by BMO with the Court in the Affidavit of Martine Langlois of BMO dated March 18, 2024.

FINAL STATEMENT OF RECEIPTS AND DISBURSEMENTS

63. The Monitor has prepared a final statement of receipts and disbursements dated January 7, 2025 ("**Final SRD**"), attached hereto as **Appendix "L"**. The Monitor notes that total funds in trust as of January 7, 2025 are approximately $2,269,089 ("**Funds in Trust**").

MONITOR'S PROPOSED FINAL DISTRIBUTION

64. As detailed within the Final SRD, the Monitor is requesting of this Honourable Court to approve a final distribution of the Funds in Trust (the "**Proposed Distribution**") as follows:

Monitor's Proposed Distribution			
Creditor	BEI	TNOPFI	Distribution
Professional Fees			
Monitor's Fees - Unpaid	$ 18,059.31	$ -	$ 18,059.31
Monitor's Legal Counsel Fees - Unpaid	11,690.59	-	11,690.59
Companies' Legal Counsel Fees - Unpaid	45,999.44	-	45,999.44
Estimate to Complete	56,500.10	-	56,500.10
Court Ordered Charges			
Key Employee Retention Plan	72,161.92	-	72,161.92
Priority Claimants			
Service Canada - BEI WEPP Super Priority	47,536.82	-	47,536.82
Service Canada - BEI TNOPFI Super Priority	-	19,236.69	19,236.69
51011 Newfoundland and Labrador (Boom I.T.)	4,639.99	-	4,639.99
Day and Ross Inc.	1,909.04	-	1,909.04
Eastern Building Cleaners Inc.	1,427.73		1,427.73
Scotia Recycling Limited	4,312.50	-	4,312.50
Venor Recruitment Limited	5,750.00		5,750.00
Cal LeGrow Insurance Limited	6,765.09	-	6,765.09
Secured Creditors			
Bank of Montreal	1,972,549.37	1,237.90	1,973,787.27
Total Proposed Distribution	**$ 2,249,301.90**	**$ 20,474.59**	**$ 2,269,776.49**

65. In addition to the above noted Proposed Distribution, the Monitor notes that there will be additional interest accrued to the Funds in Trust, and the anticipated HST refunds from CRA. The Monitor has included within its application to authority to flow any funds received subsequent to this report to BMO to a maximum of $9,857,000.

PROFESSIONAL FEES

66. Pursuant to paragraph 27 of the Initial Order, the Monitor and the Monitor's Counsel are to be paid their reasonable fees and disbursements at their standard rates and charge. Pursuant to paragraph 28 of the Initial Order, the Monitor and the Monitor's Counsel shall pass their accounts from time to time.

67. The Court has approved certain of the Monitor's and the Monitor Counsel's fees, as detailed within the Eighth Report, on the October 2024 Stay Extension Order.

68. The Monitor is requesting of this Honourable Court to have its fees approved for the period of May 25, 2024 through to December 31, 2024. The Monitor has maintained detailed records of their professional time and costs.

69. The total fees of the Monitor for the period of May 25, 2024 to December 31, 2024 amount to professional fees of $229,916.25, disbursements of $4,005.88 and HST of $35,088.34, for a total of $269,010.47. Approximately 649.35 hours were incurred during this period, at an hourly rate of approximately $354.07 before disbursements and HST. The Monitor has prepared a summary of the significant issues addressed, the time and average hourly rate by staff rank, attached hereto as **Appendix "M"**. Copies of the Monitor's invoices will be made available to the Court, upon request.

70. The Monitor is also requesting of this Honourable Court to have the Monitor's Counsel's fees approved for the period of June 1, 2024 through to December 31, 2024. The Monitor's Counsel has maintained detailed records of their professional time and costs.

71. The total fees of the Monitor's Counsel for the period of June 1, 2024 through to December 31, 2024 amount to professional fees of $82,241.50, disbursements of $986.45 and HST of $12,437.26, for a total of $95,665.21. Approximately 192.2 hours were incurred during this period, at an hourly rate of approximately $244.38 before disbursements and HST. The Monitor's Counsel has prepared a summary of the significant issues addressed, the time and average hourly rate by staff rank, attached hereto as **Appendix "N"**. Copies of the Monitor's Counsel's invoices will be made available to the Court, upon request.

72. The Monitor notes that the average hourly rate for the professionals is comparable to the rates charged by other professional firms in Atlantic Canada for the provision of similar services regarding significant complex commercial restructuring matters.

73. The Monitor is of the view that there was an extraordinary amount of work undertaken by the Monitor and the Monitor's Counsel from the date of the Eighth Report, including, amongst other things:

(a) Several court applications and hearings regarding extensions to the Stay of Proceedings, the Monitor's security for costs application and the Monitor's application to the Court for an adjudication of the Disputes;

(b) Communications and several meetings with BMO, BEI and 94747 and their respective legal counsels with regards to the Disputes;

(c) Communications with 94747, 94747's legal counsel and 94747's Financial Advisor regarding the Disputes;

(d) Maintained an accounting of the post-closing issues and BEI's operating line with BMO;

(e) Reviewed the property claim and engaged in various communications with legal counsel for Sallyport Commercial Finance ULC;

(f) Facilitated discussions and communications with BMO, BEI and 94747 towards a resolution of the Disputes, including assisting with identifying a purchaser of the expired products;

(g) Administering the WEPP process for BEI former employees;

(h) Provided notice to all known creditors of BEI of the Monitor's intention to request the Court's approval of a final distribution, requesting a proof of claim be filed with the Monitor should a creditor have a Priority Claim;

(i) Reviewed proof of claims submitted to the Monitor, providing a response to each;

(j) Preparation of the Eighth Report, Ninth Report and the Tenth Report; and

(k) Attendance at various Court hearings on June 26, 2024 to hear the Monitor's application as described within the Eighth Report, on September 18, 2024 to hear the Monitor's application for a security for costs against 94747 and on October 25, 2024 to hear the Monitor's application to the Court for an adjudication of the Disputes.

74. Details of these activities have been noted by the Monitor in its preceding reports to the Court. As noted in this Eleventh Report, the Monitor was obligated to be significantly involved in discussions with the Parties in relation to the Disputes, to an extent which would not always be typical in a CCAA Proceeding. This involvement was necessary as the Companies has ceased operations and had no employees. The Monitor respectfully requests that the Court approve the above noted fees of the Monitor and its counsel, inclusive of the disbursements and HST.

75. In addition to the above noted fees of the Monitor and the Monitor's Counsel, the Monitor is requesting of the Court to approve an estimate to complete these CCAA Proceedings to cover the fees of the Monitor and the Monitor's Counsel of $56,500 (the "**Estimate to Complete**"). The Estimate to Complete has been included within the Monitor's Proposed Distribution.

76. The Monitor notes that the significant activities of the Monitor and the Monitor's Counsel, both as of the date of this Eleventh Report and subsequent to, include, amongst other things:

(a) Preparation of this Eleventh Report and the Monitor's application;

(b) Communications with BMO regarding the Monitor's application;

(c) Communications with the Mezzanine Lenders, LRAI and the other Priority Claimants;

(d) Prepare for, and attendance at, a Court hearing for the Monitor's application; and

(e) Complete the Monitor's Proposed Distribution, should it be approved by the Court.

77. The Monitor notes that should a creditor file an opposition to the Monitor's Proposed Distribution, and should the Monitor be required to review and respond any opposing applications, or attend any subsequent hearings scheduled to hear any opposing applications, the Monitor and the Monitor's Counsel may incur increased professional fees above the Estimate to Complete. Should this occur, the Monitor would apply to the Court for its increased professional fees to be approved, prior to a distribution to any creditor.

CONCLUSION AND RECOMMENDATION

78. As stated herein this Eleventh Report, the Monitor is of the view that all objectives as set out by the Companies when initiating these CCAA Proceedings has now concluded, with the final matter being a distribution of the Funds in Trust.

79. The Monitor respectfully requests of the Court to grant the relief sought by the Monitor in its application, being:

(a) Approval of the Monitor to file the HST returns with CRA for BEI for the periods subsequent to the Closing Date;

(b) Approval of the activities of the Monitor to the date of the Eleventh Report;

(c) Granting of a sealing order of **Confidential Appendix "O"**;

(d) Approval of the Proposed Distribution totalling $2,269,088.74;

(e) Approval of the Monitor's fees and disbursements, and that of the Monitor's Counsel, to December 31, 2024;

(f) Approval of the Estimate to Complete, being $56,500, to cover the professional fees of the Monitor, the Monitor's Counsel and BEI's Counsel through to the conclusion of these CCAA Proceedings;

(g) Releasing all court ordered charges; and

(h) Granting the discharge of the Monitor of its duties and responsibilities, and termination of these CCAA Proceedings.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 17th day of January 2025.

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

OCT 25 '24 12:13

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. and Terra Nova Old Port Foods Inc.

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.)

ORDER

UPON IT APPEARING THAT the Monitor, Grant Thornton Limited, has applied for an order approving the activities and fees of the Monitor and its counsel as set out in the Monitor's Eighth Report, dated June 25, 2024, and for an order extending the stay of proceedings;

AND UPON READING the materials filed by the parties and the Monitor;

AND UPON HEARING the submissions of Joe Thorne, counsel for the Monitor; Darren O'Keefe, counsel for the Applicants; Geoff Spencer, counsel for the Bank of Montreal; Joshua Santimaw, counsel for 94747 Newfoundland and Labrador Inc.; and such other counsel as may appear;

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.

Filed Oct 25/24 SW

2. **THIS COURT ORDERS** that the activities and fees of the Monitor and its counsel are approved as set out in the Monitor's Eighth Report, dated June 25, 2024, at Appendixes M and N.

3. **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 16 of the Amended and Restated Initial Order dated July 28, 2023 as amended, is further extended up to and including January 31, 2025.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 25th day of October, 2024.

Stephanie Hynes
Court Officer/Officer de Cour

Appendix B

Listing of Preceding Reports of the Monitor and Court Orders

Reports to the Court

(i) Pre-Filing Report of GTL in its capacity as Proposed Monitor dated July 17, 2023;

(j) First Report of the Monitor dated July 25, 2023;

(k) Second Report of the Monitor dated September 20, 2023;

(l) Third Report of the Monitor dated December 15, 2023;

(m) Fourth Report of the Monitor dated January 19, 2024;

(n) Fifth Report of the Monitor dated February 22, 2024;

(o) Sixth Report of the Monitor dated March 18, 2024;

(p) Supplement to the Sixth Report of the Monitor dated March 19, 2024;

(q) Seventh Report of the Monitor dated April 11, 2024;

(r) Eighth Report of the Monitor dated June 25, 2024;

(s) Ninth Report of the Monitor dated August 9, 2024; and

(t) Tenth Report of the Monitor dated October 11, 2024.

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;

(e) SISP Order dated October 25, 2023;

(f) Consent Order dated December 18, 2023;

(g) Consent Order dated January 11, 2024;

(h) TNOPFI WEPP Order dated January 15, 2024;

(i) January 2024 Order dated January 25, 2024;

(j) Order approving Transaction with 94747 dated April 16, 2024;

(k) June 2024 Order dated June 26, 2024;

(l) Procedural Order dated August 15, 2024;

(m) BMO Account Closure Order dated September 12, 2024;

(n) BEI WEPP Order dated September 12, 2024;

(o) Dismissal of Monitor's Application for Security for Costs dated September 25, 2024;

(p) October 2024 Stay Extension Order dated October 25, 2024; and

(q) Vesting Order dated December 12, 2024.

District of Newfoundland and Labrador
Division No. 01 Newfoundland and Labrador
Court No. 2023 01G 3233

AFFIDAVIT OF MAILING

In the Matter of the

***Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended ("CCAA")**

and in the Matter of

Big Erics Inc.

I, Jennifer Mahoney, of the offices, Grant Thornton Limited, the Monitor of these CCAA proceedings as appointment by the Supreme Court of Newfoundland and Labrador, hereby make oath and say:

That on the 12th day of November 2024, I did cause to be mailed by ordinary mail a notice of an application by the Monitor for a distribution (the "**Notice**") in these CCAA proceedings to be made at a later date to all known creditors of Big Erics Inc. A copy of the Notice and the mailing list of creditors is attached hereto.

SWORN TO at the City of Halifax, in the Province of Nova Scotia this 13th day of November, 2024 before me:

A COMMISSIONER OF OATHS

Corey Hines
A Commissioner of the
Supreme Court of Nova Scotia
Expiry: October 13, 2026

Jennifer Mahoney

2023 01G 3233

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Grant Thornton Limited, as Court-appointed Monitor 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

NOTICE OF DISTRIBUTION

On July 18, 2023 Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc. ("**TNOPFI**") were granted relief by the Supreme Court of Newfoundland and Labrador (the "**Court**") to convert proceedings filed under Notices of Intention to Make a Proposal to a proceeding under the *Companies Creditors' Arrangement Act*, R.S.C. 1985, c. C-36, as amended ("**CCAA**"). The Court issued an order granting for, amongst other things, the appointment of Grant Thornton Limited as Monitor (in such capacity as, the "**Monitor**") and for a stay of proceedings to July 28, 2023. The stay of proceedings has been subsequently extended throughout the CCAA proceedings, most recently to January 31, 2025.

THE MONITOR IS HEREBY PROVIDING NOTICE TO YOU OF ITS INTENTION TO MAKE APPLICATION TO THE COURT FOR A FINAL DISTRIBUTION ORDER

The funds held in trust with the Monitor are with regards to the sale of certain assets (the "**Purchased Assets**") of BEI only. **The objective of this process is to identify creditor(s) and amounts of claim that have priority to the first secured creditor, the Bank of Montreal**. This notice is only applicable to the creditors of BEI. No distribution is available to the creditors of TNOPFI.

The sale proceeds of the Purchased Assets of BEI are insufficient to repay the secured creditors of BEI. This notice is provided to the creditors of BEI who may have a priority claim against BEI, which would be limited as follows:

1. **Post Filing Claim** – Claims against BEI for services performed after July 3, 2023 to or before May 10, 2024;
2. **Restructuring Claim** – Claims against BEI for the disclaimer or resiliation of agreements pursuant to Section 32 of the CCAA, or for BEI contracts not assumed by the purchaser of the Purchased Assets and in priority to the secured claim of the Bank of Montreal;

3. **Director and Officer Claim** – Claims against the current, or former, directors and/or officers of BEI; and
4. **Pre-filing Priority Claim** – Claims against BEI for services performed prior to July 3, 2023, but in priority to the secured claim of the Bank of Montreal.

Request of the Monitor

The Monitor is hereby requesting creditors to file a proof of claim with the Monitor to advance a Post Filing Claim, Restructuring Claim, Director and Officer Claim and/or a Pre-Filing Priority Claim (collectively the "**Priority Claim(s)**") and provide support thereof. The Monitor will review each Priority Claim received to determine if it is in priority to BEI's secured creditors. The Monitor intends to request that the Court issue an order, in conjunction with the distribution order, **barring any claims submitted to the Monitor after December 13, 2024**. The Monitor is requesting creditors to provide its notice of a Priority Claim prior to this date to avoid their claim from being statute barred, should the Court grant the Monitor's intended requested relief.

If you believe you have a Priority Claim you **MUST** file a proof of claim with the Monitor. All proof of claims must be received by the Monitor **before 5:00pm (Newfoundland and Labrador Standard Time)** on **December 13, 2024**.

The former employees of BEI who are beneficiaries to the key employee retention plan ("**KERP**") charge granted by the Court on July 28, 2023 need not notify the Monitor of this Priority Claim. The Monitor will be seeking in its application a distribution of the Court approved KERP payments to these former employees.

Submission of a Claim to the Monitor does not guarantee acceptance and/or inclusion to the Monitor's intended application for a distribution order. Should a creditor disagree with the Monitor's determination of its Priority Claim, the creditor can file materials and appear at the hearing, after seeing the distribution order. Notices of dispute are to be provided to the Monitor no later than 10 days prior to the date set to hear the motion:

Grant Thornton Limited
Court Appointed Monitor of Big Erics Inc. and Terra Nova Old Port Foods Inc.
1675 Grafton Street, Suite 1000
Halifax, NS, B3J 0E9
Email: Corey.Hines@doane.gt.ca and Ben.Chisholm@doane.gt.ca

Creditors are encouraged to review the relevant materials to these CCAA proceedings as provided for on the Monitor's website: www.DoaneGrantThornton.ca/BigErics.

Additional proof of claim forms can be obtained by contacting the Monitor at the telephone number and address indicated above and providing particulars as to name, address and facsimile number or email address. Proofs of claims and related materials may also be accessed from the Monitor's Website at www.DoaneGrantThornton.ca/BigErics.

DATED at Halifax, Nova Scotia this 13 day of November, 2024.

Grant Thornton Limited
Solely in its capacity as Monitor of
Big Erics Inc. and Terra Nova Old Port Foods Inc.
and not in its personal nor corporate capacity

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

Attachments – Proof of Claim Form with Instructions

Grant Thornton Limited
Nova Centre, North Tower
1675 Grafton Street, Ste. 1000
Halifax NS B3J 0E9
Phone: (902) 421-1734

District of:	Newfoundland and Labrador
Division No.	01 - St John's
Court No.	2023 01G 3233
Estate No.	51-2962148

FORM 31
Proof of Claim
(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the *Companies Creditors' Arrangement Act* Proceedings of
Big Erics Inc.
of the City of St. John's, in the Province of Newfoundland and Labrador

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: ______________________
Facsimile: ______________________
Email: ______________________
Contact person name or position: ______________________
Telephone number for contact person: ______________________

In the matter of the *Companies Creditors' Arrangement Act* ("CCAA") proceedings of Big Erics Inc. of the City of St. John's in the Province of Newfoundland and Labrador and the claim of ______________________, creditor.
I, ______________________ *(name of creditor or representative of the creditor)*, of ______________ *(city and province)*, do hereby certify:

1. That I am a creditor of the above named debtor (or that I am ______________________ *(state position or title)* of ______________________, *(name of creditor or representative of the creditor)* and that I am authorized to represent and *(if the creditor is a corporation)* that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of insolvency, namely the 3rd day of July 2023, and still is, indebted to the creditor in the sum of $______________________, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of insolvency.
(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the _____ day of ____________ ______, and that the last payment, if any, on this debt by the debtor to the creditor was made on the _____ day of ____________ ______, and/or that the last acknowledgment, if any, of liability for this debt by the debtor to the creditor was made on the _____ day of ____________ ______, as follows:
(Give full particulars of the claim, including its history, any acknowledgment or legal action)

6. (Check and complete appropriate category)

☐ **A. Unsecured claim of $______________________**

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:
(Check appropriate description)

☐ Regarding the amount of $______________________, I do not claim a right to a priority.

☐ Regarding the amount of $ ______________________, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

District of	Newfoundland and Labrador
Division No.	01 - St John's
Court No.	2023 01G 3233
Estate No.	51-2962148

FORM 31 — Continued

In the Matter of the *Companies Creditors' Arrangement Act* Proceedings of
Big Erics Inc.
of the City of St. John's, in the Province of Newfoundland and Labrador

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(e) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(f) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(g) of the Act.

☐ Regarding the amount of $ ____________________, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of $____________________**

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **C. Secured claim of $____________________**

That in respect of this debt, I hold assets of the debtor valued at $____________ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of $____________________**

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of $ ________________
(Attach a copy of sales agreement and delivery receipts)

☐ **E. Claim by Wage Earner of $____________________**

☐ That I make a claim under subsection 81.3(8) of the Act in the amount of $_________,

☐ That I make a claim under subsection 81.4(8) of the Act in the amount of $_________,

☐ **F. Claim by Pension Plan for unpaid amount of $____________________**

☐ That I make a claim under subsection 81.5 of the Act in the amount of $_________,

☐ That I make a claim under subsection 81.6 of the Act in the amount of $_________,

☐ **G. Claim against Director of $_________**

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **H. Claim of a Customer of a Bankrupt Securities Firm of $_________**

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of	Newfoundland and Labrador
Division No.	01 - St John's
Court No.	2023 01G 3233
Estate No.	51-2962148

FORM 31 — Concluded

In the Matter of the *Companies Creditors' Arrangement Act* Proceedings of
Big Erics Inc.
of the City of St. John's, in the Province of Newfoundland and Labrador

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at ______________________, this __________ day of ______________ ________.

____
Signature of creditor or representative

Big Erics Inc. Notice of Distribution - Creditors List						
Creditor Name	Attention To	Street	City	Province	Postal Code	Country
Blue Chip Leasing Corporation		5 - 41 Scarsdale Rd	Toronto	ON	M3B 2R2	Canada
Bank of Montreal		1675 Grafton Street, Suite 1400	Halifax	NS	B3J 0E9	Canada
Bank of Montreal c/o McInnes Cooper	Geoff Spencer	10 Fort William Pl, 5th Floor	St. John's	NL	A1C 1K4	Canada
Bank of Montreal c/o Ernst and Young Inc.	George Kinsman	1871 Hollis Street, Suite 500	Halifax	NS	B3J 0C3	Canada
Mezzanine Debt Collateral Lenders c/o Lawson Cr	Chris Isnor	133 Prince William St., Suite 801	Saint John	NB	E2L 2B5	Canada
94747 NL Inc. c/o Boyne Clarke LLP	Joshua Santimaw	99 Wyse Road, Unit 600	Dartmouth	NS	B3A 4S5	Canada
Big Erics Inc. c/o O'Keefe & Sullivan	Darren O'Keefe	80 Elizabeth Avenue, 2nd Floor	St. John's	NL	A1A 1W7	Canada
Department of Justice Canada	Maeve Baird, Sophie Dupre and Deanna Frappier	National Litigation Sector, Atlantic Regional Office, 5251 Duke Str	Halifax	NS	B3J 1P3	Canada
NL Pension Benefit Standards Division	Norm Snelgrove	PO Box 8700	St. John's	NL	A1B 4J6	Canada
3M Canada Company		P.O. Box 15533, Station A	Toronto	ON	M5W 1C1	Canada
Advantage Maintenance Products		Po Box 215, 105 Scott Avenue	Paris	ON	N3L 3E7	Canada
Aladdin Temp-Rite Canada Inc.		P.O. Box 57163,Station "A"	Toronto	ON	M5W 5M5	Canada
Alto-Shaam Canada - Esi		P.O. Box 15824, Station A	Toronto	ON	M5W1C1	Canada
Antonee - Esi		190, Rue Du Parc Industriel	St-Come Liniere	QC	G0M 1J0	Canada
Arc International North America - Esi		Po Box 15829, Station A	Toronto	ON	M5W 1C1	Canada
Armour Transport Incorporated		350 English Drive	Moncton	NB	E1E 3Y9	Canada
Atlantic Business Interiors		30 Troop Avenue	Dartmouth	NS	B3B 1Z1	Canada
Bacon Basketware		19 Wellington Street West	Aurora	ON	L4G 2N7	Canada
Bell Aliant		P.O. 12088	St. John'S	NL	A1B 4C8	Canada
Betco Corporation Ltd		P.O. Box 76575	Cleveland	OH	44101-6500	USA
Belleco Foodservice Equip		P.O. Box 880	Saco	ME	4072	USA
Boom It Retail		286 Torbay Road	St. John'S	NL	A1A 4L6	Canada
Bromoc		46 Payzant Ave	Dartmouth	NS	B3B 1Z6	Canada
Browne Group Inc. - Esi		8133 Warden Avenue	Markham	ON	L6G 1B3	Canada
Bunn-O-Matic Corp Canada - Esi		280 Industrial Parkway South	Aurora	ON	L4G 3T9	Canada
Burlodge Canada Limited		3400 Ridgeway Dr	Mississauga	ON	L5L 0A2	Canada
Cabot Shipping Supplies Ltd.		106 Burbridge Avenue	Dartmouth	NS	B3B 0G7	Canada
Cambro Manufacturing Co. - Esi		P.O. Box 2000	Huntington Beach	CA	92647	USA
Cameo China Canada Inc.		2 Select Avenue	Toronto	ON	M1V 5J4	Canada
Canadian Energy		1289 A Kenmount Road	Paradise	NL	A1L 0V8	Canada
Canadian Springs		Po Box 4514 Stn A	Toronto	ON	M5W 4L7	Canada
Cansel		Po Box 4621 Stn A	Toronto	ON	M5W 0K2	Canada
Canterbury Coffee		1-8080 North Fraser Way	Burnaby	BC	V5J 0E6	Canada
Capital Paper		27 Calkin Drive	Kentville	NS	B4N 3V7	Canada
Captivealre Systems Inc. - Us		4641 Paragon Park Rd	Raleigh	NC	27616	USA
Celco Incorporated $Cdn - Esi		585 Secretariat Court	Mississauga	ON	L5S 2A5	Canada
Chedlac Home Fumishings		29 Westville Road	New Glasgow	NS	B2H 2J2	Canada
Chester's International, llc		P.O. Box 210575	Montgomery	AL	36121	USA
Clarke North America		1201 Creditstone Road	Concord	ON	L4K 0C2	Canada
Coffee Addicts		1504B 11Th Street Sw	Calgary	AB	T2R 1G9	Canada
Community Courier		741 Bedford Hwy	Bedford	NS	B3M 2M1	Canada
Consolidated Fastfrate Inc.		9701 Highway 50	Woodbridge	ON	L4H 2G4	Canada
Construction Safety Nova Scotia		35 Macdonald Ave	Dartmouth	NS	B3B 1C6	Canada
Crown Verity Incorporated $Usd - Esi		37 Adams Boulevard	Brantford	ON	N3S 7V8	Canada
Crystal Clear Water		6227 Route 880	Lewis Mountain	NB	E4J 3G3	Canada
Crystal Of Canada, Inc.		P.O. Box 9289, Station "A"	Toronto	ON	M5W 3M1	Canada
D&L Engineering Sales Limited		58 Mcquade Lake Crescent	Halifax	NS	B3S 1G8	Canada
Danamark Watercare		90 Walker Drive	Brampton	ON	L6T 4H6	Canada
Danatec Training		201, 11450 29Th Street Se	Calgary,	AB	T2Z 3V5	Canada
Denis Office Supplies		130-3667 Strawberry Hill	Halifax	NS	B3K 5A8	Canada
Dicks & Company Limited		P.O. Box 490, 385 Empire Ave.	St. John'S	NL	A1C 5K6	Canada
Disco Canada - Adapt		P.O. Box 56075, Stn A	Toronto	ON	M5W 4L1	Canada
Distex M & M Inc $Us - Esi		585 Ave. Meloche	Dorval	QC	H9P 2T1	Canada
Diversey Canada Inc. - Adapt (Nl)		P.O. Box 15218, Stn A	Toronto	ON	M5W 1C1	Canada
Diversey Canada Inc. 3 - Ns - Adapt		P.O. Box 15218, Station "A"	Toronto	ON	M5W 1C1	Canada
Don Brenton'S		2 Lakeside Park Dr. Unit 5	Lakeside	NS	B3T 1L7	Canada
Doug Demont'S New & Used Equipment		Po Box 1800	Stellarton	NS	B0K 1S0	Canada
Doyle, Tom		508 East Chezzettcook Road	Chezettcook	NS	B0J 1N0	Canada
Dynamic International Ltd - Esi		3227 Pitfield Boulevard	Saint Laurent	QC	H4S 1H3	Canada

Big Erics Inc.
Notice of Distribution - Creditors List

Creditor Name	Attention To	Street	City	Province	Postal Code	Country
East Coast Laundry		519 Herring Cove Road	Halifax	NS	B3R 1X3	Canada
Eastern Building Cleaners Inc		25 Raddall Ave	Dartmouth	NS	B3B 1L4	Canada
Edgewood Matting Ltd		45 Armthorpe Rd	Brampton	ON	L6T 5M4	Canada
EFI Sales Ltd ESI		515 Hanlon Creek Blvd	Guelph	ON	N1C 1G4	Canada
EMR Services Ltd.		122 Driscoll Cres	Moncton	NB	E1E 3R8	Canada
Epicurean Cutting Surfaces		257B Main Street	Superior	WI	54880	USA
Essity Canada Inc. - Adapt		P. O. Box 4534, Postal Station A	Toronto	ON	M5W 4N9	Canada
Eurodib - Esi		120 Rue De La Barre	Boucherville	QC	J4B 2X7	Canada
Excel Pest Control		457 St. Marys St.	Fredericton	NB	E3A 8H4	Canada
Faema Canada		672 Dupont Street, Suite 201	Toronto,	ON	M6G 1Z6	Canada
Farrow Global Logistics		475A Admiral Boulevard	Mississauga,	ON	L5T 2N1	Canada
Fastening House Atlantic		1 Moore Road	Dartmouth	NS	B3B 1J1	Canada
Fds Usa Inc.		Rosenthal & Rosenthal Inc., Po Box 88926	Chicago	IL	88926	USA
Federal Express Canada Corporation		P.O. Box 4626, Toronto Stn "A"	Toronto	ON	M5W 5B4	Canada
Fisher, Andrew		28 Smith Road	Hilden	NS	B0N 1C0	Canada
FJ Wadden & Sons Limited		P.O. Box 13456	St John'S	NL	A1B 4B8	Canada
Flanagan Agencies Inc.		75 Desbrisay Ave	Moncton	NB	E1E 0G7	Canada
Food Equipment Plus		25 Raddall Ave, Unit 3	Dartmouth	NS	B3B 1L4	Canada
Food Service Solutions - Esi		1-430 Industrial Drive	Milton	ON	L9T 5A6	Canada
Foodware Llc - Esi (G.E.T)		Po Box 22627	New York	NY	10087-2627	USA
Fox Run Craftsmen		P.O. Box 57652, Stn A	Toronto	ON	M5W 5M5	Canada
Franesse Sales & Agencies Lim		1235 Rue St Amour	Montreal	QC	H4S 1T4	Canada
Franklin Machine Products		P.O. Box 74007311	Chicago	IL	60674-7311	USA
Frost Products Limited		5280 John Lucas Street	Burlington	ON	L7L 5Z9	Canada
Futuri Company Limited - Esi		3710 Nashua Dr. Unit 9	Mississauga	ON	L4V 1M5	Canada
Gann & Bartrol Du Canada (2000)		102-20 Rue Emilien-Marcoux	Blainville	QC	J7C 0B5	Canada
Garland Commercial Ranges - Esi		Po Box 57024, Pstn A	Toronto	ON	M5W 5M5	Canada
Gbs Technologies		202 Brownlow Ave, Unit 100	Dartmouth	NS	B3B 1T5	Canada
Ge Barbour Inc.		165 Stewart Ave.	Sussex,	NB	E4E 3H1	Canada
Gfl Environmental Inc.		P.O. Box 150	Concord	ON	L4K 1B2	Canada
Gqb Ventures International Inc - $Us		31-910 Rowntree Dairy Road	Vaughan	ON	L4L 5W6	Canada
Gh Power Light Trucking		3045 Robie St	Halifax	NS	B3K 4P6	Canada
Globe Commercial Products - Esi		6300 Kennedy Rd #4	Mississauga	ON	L5T 2X5	Canada
Globe Food Equipment - Esi		Lockbox# 921360	Toronto	ON	M5W 0E9	Canada
Gn Johnston Equipment Co. Ltd.		5990 Avebury Road	Mississauga	ON	L5R 3R2	Canada
Gojo Canada Inc.		P.O. Box 57481, Station A	Toronto	ON	M5W 5M5	Canada
Gold Medal Products Co.		10700 Medallion Drive	Cincinnati	OH	45241-4807	USA
Goldie, Christian		1960 Westfield Road	Saint John	NB	E2M 6G1	Canada
Great Western Products		30290 Us Highway 72	Hollywood,	AL	35752-6134	USA
Grosfillex Incorporated - Esi		P.O. Box 194	Robesonia	PA	19551-8904	USA
Halifax Reg Water Commission		Po Box 8388 Stn A, Rpo Csc	Halifax	NS	B3K 5M1	Canada
Halifax Regional Municipality		Po Box 1749	Halifax	NS	B3J 3A5	Canada
Hanway Restaurant Equipment		31 Melford Drive	Scarborough	ON	M1B 2G6	Canada
Harvey'S Oil Limited		P.O. Box 5787	St. John'S	NL	A1C 5X3	Canada
Hatco Corporation $Cdn - Esi		P.O. Box 2435, Station "A"	Toronto	ON	M5W 2K6	Canada
Hobart Food Equipment Grp - Esi		P.O. Box 57565, Station "A"	Toronto	ON	M5W 5M5	Canada
Hobart Food Equipment Grp (P) - Esi		P.O. Box 57565, Station "A"	Toronto	ON	M5W 5M5	Canada
Industries Emile Lachance Ltd.		424, Route 279	Saint-Damien	QC	G0R 2Y0	Canada
Information Protection Service		P.O. Box 8041	St John's	NL	A1B 3M7	Canada
James G. Crawford Limited		29 Shaw Street	St John's	NL	A1E 2W7	Canada
Jascor Housewares Inc		81A Brunswick Blvd	Dollard Des Ormeaux	QC	H9B 2J5	Canada
Joy, Anthony		171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada
Jumping Bean Coffee Inc		9 Glencoe Drive	Mount Pearl	NL	A1N 4S4	Canada
Kan-Stor Incorporated		1149 Topsail Road Po Box 307	Mount Pearl	NL	A1N 2C3	Canada
Karcher Canada Inc.		Po Box 4269 Postal Station "A"	Toronto	ON	M5W 5V2	Canada
Kbc Specialty Products Inc - Esi		3397 American Drive	Mississauga	ON	L4V 1T8	Canada
Keca International		11855, Lucien-Gendron	Montreal	QC	H1E 7A9	Canada
Kelly Services (Canada), Ltd.		P.O. Box 9488, Postal Station "A"	Toronto,	ON	M5W 4E1	Canada
Kersia Canada Ltd		390 Boul. St-Laurent Est	Louiseville	QC	J5V 2L7	Canada

Big Erics Inc.
Notice of Distribution - Creditors List

Creditor Name	Attention To	Street	City	Province	Postal Code	Country
Kilotech - Esi		2111 32Nd Avenue	Lachine	QC	H8T 3J1	Canada
Kruger Products Inc (Nl) - Adapt		Po Box 4687	Toronto	ON	M5W 6B5	Canada
Legacy Companies, The		335 Enterprise Avenue	Fort Landerdale	FL	33331	USA
Libbey Canada Incorporated		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada
Liberty Utilities		440 Wilsey Rd., Suite 101	Fredericton	NB	E3B 7G5	Canada
Lieberman Tranchemontagne Inc.		653 Hodge Street	St. Laurent	QC	H4N 2A3	Canada
Lindsay Construction		105-134 Eileen Stubbs Ave.	Dartmouth	NS	B3B 0A9	Canada
Livingston International		Po Box 5640 Terminal A	Toronto	ON	M5W 1P1	Canada
Louisville Ladder Corp.		100 Engelhard Drive	Aurora,	ON	L4G 3V2	Canada
Macdow Mechanical		298 Cobequid Rd	Lwr Sackville	NS	B4C 4C5	Canada
Mack Mariplex		117 Rundle St	Stellarton	NS	B0K 1S0	Canada
Mack Restaurant & Kitchen Services Inc		PO Box 6090, 99 Blackmarsh Road	St. John's	NL	A1C 5X8	Canada
Maid Exec Ltd.		10 Dale St.	Riverview	NB	E1B 4A9	Canada
Master Distribution Services - Adapt		302 - 2222 South Sheridan Way	Mississauga	ON	L5J 2M4	Canada
Mbw Courier Inc.		P.O. Box 102	Truro	NS	B2N 5B6	Canada
Mcquaid Property Management Incq		30 Jordan Crescent	Charlottetown	PE	C1A 2W3	Canada
Meridia		1894 Barrington Street	Halifax	NS	B3J 2A8	Canada
Metro Sheet Metal		38 Behrent Court	Halifax	NS	B2T 1A5	Canada
Metropolitan Wire Can. Ltd - Esi		3160 Orlando Drive	Mississauga	ON	L4V 1R5	Canada
Michael'S Equipment Ltd.		5330 Canotek Road	Ottawa	ON	K1J 9C4	Canada
Microplane		614 Sr 247	Russellville	AR	72802	USA
Midland Courier		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada
Midland Transport		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada
Midland Transport Ltd. (Us		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada
Millennium Express		165 Mcnamara Drive	Paradise	NL	A1L 0A7	Canada
Miller Waste Systems Inc.		2276 Rte. 128 Highway	Moncton	NB	E1G 4K4	Canada
Minuteman International		25150 Network Place	Chicago	IL	60673-1251	Canada
Mke Industries		183 Boulevard Montcalm Nord	Candiac	QC	J5R 3L6	Canada
Munro, Trish		C/O Big Erics	Dartmouth	NS	B3B 0A8	Canada
Murphy, Jason		C/O Big Erics	Dartmouth	NS	B3B 0A8	Canada
Mvp Group $Cdn - Esi		5659 Royalmount Ave.	Montreal	QC	H4P 2P9	Canada
Nacecare Solutions		415 Annagem Blvd	Mississauga	ON	L5T 2Y3	Canada
National Checking Company		Po Box 56727, Postal Stn A	Toronto	ON	M5W 4L1	Canada
Nawrocki Holdings		1510-111 Street	Edmonton	AB	T6J 6T6	Canada
Newfoundland Power		Po Box 8910	St. John'S	NL	A1B 3P6	Canada
Noseworthy Chapman		516 Topsail Road	St. John'S	NL	A1E 2C5	Canada
Nova Scotia Power Inc.		P.O. Box 848	Halifax,	NS	B3J 2V7	Canada
O'Brien, Martin		C/O Big Erics, 171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada
Oceanex (1997) Incorporated		630, Rene-Levesque Blvd West	Montreal	QC	H3B 1S6	Canada
Omcan Manufacturing - Esi		Po Box 57486, Stn A	Toronto	ON	M5W 5M5	Canada
On Target Courier & Cargo Ltd.		385 Frenette Ave	Moncton	NB	E1H 3S5	Canada
On The Spot		1388 Blackhead Road	St. John'S	NL	A1C 5H2	Canada
One Source Research Inc.		P.O. Box 23051	St. John'S	NL	A1B 4J9	Canada
Oneida Hospitality Group - Esi		7300 East Danbro Crescent	Mississauga	ON	L5N 6C2	Canada
Onyx Environmental Solutions I		Po Box 206902	Dallas	TX	75320-3704	USA
Partstown Canada Llc		100 Thorncliffe Park Drive	Toronto	ON	M4H 1L9	Canada
Permul Limited $Cdn - Esi		3397 American Drive	Mississauga	ON	L4V 1T8	Canada
Peter Byrne Meto		P.O. Box 823	St. John'S	NL	A1C 5L7	Canada
Peter Pan Sales Limited		P.O. Box 8658, Stn A	St. John'S	NL	A1B 3T1	Canada
Pik-Fast Express Inc.		20 Glencoe Dr.	Mount Pearl	NL	A1N 4S8	Canada
Pinchin Ltd.		2470 Milltower Court	Mississauga,	ON	L5N 7W5	Canada
Pmc Energy Ltd.		5-555 Edinburgh Drive	Moncton	NB	E1E 4E3	Canada
Polykar(Nl) - Adapt		5637 Rue Kieran	Saint-Laurent	QC	H4S 0A3	Canada
Polymershapes Distribution Canada		Po Box 15500 Station A	Toronto	ON	M5W 1C1	Canada
Pothier Motors		18 Falmouth Back Rd	Falmouth	NS	B0P 1L0	Canada
Preston, Keith		171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada
Printer Tech Solutions Inc.		Po Box 3107	Paradise	NL	A1L 1A0	Canada
Product Group Inc, The		6521 Fulton Drive N.W.	Canton	OH	44718	USA
Quinceys Electric		1306 Route 114	Lower Coverdale	NB	E1J 1A6	Canada

Big Erics Inc.
Notice of Distribution - Creditors List

Creditor Name	Attention To	Street	City	Province	Postal Code	Country
R3 Reliable Redistribution (Nl) - Adapt		P.O Box 57	Burlington	ON	L7R 2H0	Canada
Rabco Food Service - Cdn - Esi		165 Harwood Avenue North	Ajax	ON	L1Z 1L9	Canada
Rational Canada Inc.		6950 Creditview Rd	Mississauga	ON	L5N 8E2	Canada
Refrigeration Equipement Depot Inc		11202 Boul. Parkway	Anjou,	QC	H1J 1R6	Canada
Remco Products Corporation		P.O. Box 714197	Cincinnati	OH	45271-4197	USA
Restaurant Furniture Canada		655 Deerfield Rd. Mailbox 411	Deerfield	IL	60015	USA
Rmt Distributors Ltd. Esi		P.O. Box 7140	Riverview	NB	E1B 4T8	Canada
Robot Coupe Usa Inc. - Esi		C/O T8056	Toronto	ON	M5W 3W5	Canada
Rodo Industries Incorporated		44 Meg Drive	London	ON	N6E 3R4	Canada
Ronco - Adapt		70 Planchet Road	Concord	ON	L4K 2C7	Canada
Royal Environmental Inc		69 Colonel Joseph Scott Dr.	Lower Sackville	NS	B4C 4B1	Canada
Rubbermaid Commercial Prod - Adapt		P.O. Box 3502, Station "A"	Toronto	ON	M5W 3G4	Canada
Russ Vining Mechanical Ltd.		10 Ragged Lake Blvd	Halifax	NS	B3S 1C2	Canada
Safdie & Co Inc.		8191 Chemin Montview	Ville Mont Royal	QC	H4P 2P2	Canada
Sagaform Inc.		P.O Box 512225	Philadelphia	PA	19175-2225	USA
Serve Canada - Esi		40 East Pearce St	Richmond Hill	ON	L4B 1B7	Canada
Signature Landscape Ltd.		121 Macaleese Lane	Moncton	NB	E1A 3M2	Canada
Smart Buffet Ware		26149 Capital Drive	Daphne	AL	36526-619	USA
Smith Stockley Limited		P.O. Box 1387	St. John'S	NL	A1C 5N5	Canada
Specialty Foodservice Hardware - Esi		150 Shields Court	Markham,	ON	L3R 9T5	Canada
Star Manufacturing Int'L - Esi		P.O Box 60151	St. Louis	MO	63160-0151	USA
Steele Chevrolet		636 Portland St	Dartmouth	NS	B2W 2M3	Canada
Steelite International - Esi		26 Riviera Drive	Markham	ON	L3R 5M1	Canada
Sterling Backcheck Canada Corp		Po Box 12051	Toronto	ON	M6W 0K5	Canada
Summit Refrigeration		770 Garrison Ave	Bronx	NY	10474	USA
Sunshine Bar & Restaurant Supp		90 Thorncliffe Park Drive	Toronto	ON	M4H 1M5	Canada
Supercity Office Systems I		41 Sterns Court	Dartmouth	NS	B3B 1W7	Canada
Superclean Services		Po Box 2650	Windsor	NS	B0N 2T0	Canada
Sure Courier Services Inc.		P.O. Box 75	Western Shore	NS	B0J 3M0	Canada
Syracuse China Company		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada
T&S Exports - Esi		P.O. Box 601161	Charlotte	NC	28260-1161	USA
Tableware Solutions		4524 East Gate Parkway	Mississauga	ON	L4W 3W6	Canada
Tableware Solutions "Usd"		4524 East Gate Parkway	Mississauga	ON	L4W 3W6	Canada
Tarrison Products Ltd. - Esi		2780 Coventry Road	Oakville	ON	L6H 6R1	Canada
Tennant Sales & Service Company		P.O. Box 57172 Station A	Toronto	ON	M5W 5M5	Canada
Terminix Canada Ltd (Nl)		Po Box 13849	St. John'S	NL	A1B 4G3	Canada
Terminix Canada Ltd (Ns)		155 - 204 Brownlow Ave	Dartmouth	NS	B3B 0M4	Canada
Terra Nova Old Port Foods Inc.		49 James Lane	St. John'S	NL	A1C 5N8	Canada
Thermor Limited - Esi		16975 Leslie Street	Newmarket	ON	L3Y 9A1	Canada
Total Tabletop Plus - Esi		3330 Ridgeway Drive	Mississauga	ON	L5L 5Z9	Canada
True Refrigeration Canada - Esi		P.O. Box 15852, Station A	Toronto	ON	M5W 1C1	Canada
Tucker Electronics Limited		153 Pennywell Rd.	St. John'S,	NL	A1C 2L5	Canada
Turbo Chef Technologies Inc.		16646 Collection Center Dr	Chicago	IL	60693	USA
Tuxton China Inc		21011 Commerce Pointe Dr.	Walnut	CA	91789	USA
Ultra Air Conditioning Limited		16 Coronation Drive	Moncton	NB	E1E 2X1	Canada
Unica Canada		90 J.-Armand Bombardier	Boucherville	QC	J4B 8N4	Canada
United Parcel Service Canada L		P.O. Box 4900, Station A	Toronto	ON	M5W 0A7	Canada
Universal Bindery		516 Duchess Street	Saskatoon	SK	S7K 0R1	Canada
Vending Products Of Canada Ltd		130 John Savage Ave	Dartmouth	NS	B3B 0C9	Canada
Vision 33		210 Water Street	St. John'S	NL	A1C 1A9	Canada
Vista Textiles		215 Evans Avenue	Toronto	ON	M8Z 1J5	Canada
Vixit Limited		290 Henri Bourassa West	Montreal	QC	H3L 1N7	Canada
Vollrath Of Canada - Esi		75 Remittance Dr, Suite 3022	Chicago	IL	60675-3022	USA
W.D. Colledge Co. Ltd.		3220 Orlando Drive	Mississauga	ON	L4V 1R5	Canada
Walker'S Electric Ltd.		2608 Windsor St.	Halifax,	NS	B3K 5C8	Canada
Wipeco Industries - Adapt.		3333 Douglas B Floreani	Montreal,	QC	H4S 1Y6	Canada
Wolseley Canada Inc.		15 Garland Avenue	Dartmouth	NS	B3B 0A6	Canada
World Tableware Inc		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada
Yellow Pages		P.O. Box 11788	Montreal	QC	H3C 0C2	Canada

Big Erics Inc.
Notice of Distribution - Creditors List

Creditor Name	Attention To	Street	City	Province	Postal Code	Country
Zwilling Ja Henckels Can		435 Cochrane Drive	Markham	ON	L3R 9R5	Canada
CRA - Tax - Atlantic	Shawinigan-Sud National Verification and Collection Centre	4695 Shawinigan-Sud Blvd	Shawinigan-sud	QC	G9P 5H9	Canada
WorkplaceNL		148 Forest Road	St. John's	NL	A1A 1E6	Canada
Workers Compensation Board of Nova Scotia	PO Box 1150	5668 South St	Halifax	NS	B3J 2Y2	Canada
City of St. John's c/o Tax Department		PO Box 908	St. John'S	NL	A1C 5M2	Canada
Halifax Regional Municipality - Property Taxes		PO Box 1749	Halifax	NS	B3J 3A5	Canada
Province of NL - Tax Administration Division		PO Box 8700, 3rd Floor, East Block, Confederation Building	St. John's	NL	A1C 4J6	Canada
Lighthouse Capital Atlantic Inc.	c/o Cox & Palmer Attn: Wayne Myles	235 Water Street, Suite 1100	St. John's	NL	A1C 1B6	Canada
Lighthouse Realty Atlantic Inc.	c/o Joan & Wayne Myles as Collateral Agent	1 Chemin de la Pointe	Grand-Digue	NB	E4R 4C6	Canada
Mack Services		PO Box 6090, 99 Blackmarsh Road	St. John's	NL	A1C 5X8	Canada
Myles & Co. Inc.	c/o Joan & Wayne Myles as Collateral Agent	1 Chemin de la Pointe	Grand-Digue	NB	E4R 4C6	Canada
Manulife Financial		500 King St N, PO Box 1602	Waterloo	ON	N2J 4C6	Canada
Joan Myles	Purdy's Wharf Tower 1	1100-1959 Upper Water Street	Halifax	NS	B3J 3N2	Canada
Wayne Myles	Purdy's Wharf Tower 1	1100-1959 Upper Water Street	Halifax	NS	B3J 3N2	Canada
Bank of Montreal - Credit Facility #4		1675 Grafton Street, Suite 1400	Halifax	NS	B3J 0E9	Canada
Export Development Canada		1969 Upper Water Street, Suite 1605	Halifax	NS	B3J 3R7	Canada
Pitco Frialator, Inc. - Esi		553 Route 3A	Bow	NH	3304	USA
CGR Mechanical	c/o Boyne Clarke	6 Ralston Avenue	Dartmouth	NS	B3B 1H7	Canada
Moyer Diebel Limited		2674 North Service Road, Jordan Station	Ontario	ON	L0R 1S0	Canada
Keep Cool Refrigeration & A/C Ltd.		375 East White Hills Road	St. John's	NL	A1A 5X7	Canada
Royal Environmental Inc.		Grant Thornton Limited, 1675 Grafton Street	Halifax	NS	B3J 0E9	Canada
Trans-Pro Logistic Inc.		407 McGill Street, Suite 910	Montreal	QC	H2Y 2G3	Canada
Intact Assurance		2450 rue Girouard O	Saint-Hyacinthe	QC	J2S 3B3	Canada
Bocar		345 Isabey	St.-Laurent	QC	H4T 1Y2	Canada
Ivan's Camera (2017) Ltd.		181 rue St George Street	Moncton	NB	E1C 1V4	Canada
Scotia Recycling Limited		5 Brown Avenue	Dartmouth	NS	B3B 1Z7	Canada
Parts for Trucks, Inc.		230 Brownlow Ave, Suite 120	Dartmouth	NS	B3B 0G5	Canada
Doyon Inc		5600 13th St.	Menominee	MI	49858	USA
O. H. Armstrong Ltd.		1478 Park Rd	Kingston	NS	B0P 1R0	Canada
Skir Enterprises		10 Duggen Street	Grand Falls - Windsor	NL	A2A 1N1	Canada
Day & Ross		10 Isnor Dr	Dartmouth	NS	B3B 1K5	Canada
InExpress		700 Dorval Dr Suite 305	Oakville	ON	L6K 3V3	Canada
Venor		1701 Hollis Street SH200	Halifax	NS	B3J 3M8	Canada
Compass Group of Canada Ltd.		10 Morris Dr	Dartmouth	NS	B3B 1K8	Canada
Border Brokers		1063 Sherwin Road	Winnipeg	MB	R3H 0T8	Canada
Cal Legrow		189 Higgins Line	St. John's	NL	A1B 4N4	Canada
Service Canada - WEPP Processing Centre		PO Box 5900	Cornwall	ON	K6H 6J6	Canada
Department of Finance - Taxation and Fiscal Policy	Tax Administration Division	PO Box 8720	St. John's	NL	A1B 14K1	Canada
First Data		2630 Skymark Avenue, Suite 500	Mississauga	ON	L4W 5A4	Canada
Hickman Automotive Group		85 Kenmount Road, PO Box 8340, Stn A	St. John's	NL	A1B 3N7	Canada
T&S Brass		2 Saddleback Cove	Travellers Rest	SC	29690	USA

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

BEI - Listing of Known Creditors

Creditor Name	Attention To	Street	City	Province	Postal Code	Country	Email	Fax
Halifax Reg Water Commission		Po Box 8388 Stn A, Rpo Csc	Halifax	NS	B3K 5M1	Canada	accounting@halifaxwater.ca	
Hickman Automotive Group		85 Kenmount Road, PO Box 8340, Stn A	St. John's	NL	A1B 3N7	Canada	akennedy@hickmanmotors.ca; lwarren@hickmanmotors.ca	
Service Canada - WEPP Processing Centre		PO Box 5900	Cornwall	ON	K6H 6J6	Canada	amanda.dion@servicecanada.gc.ca	
Scotia Recycling Limited		5 Brown Avenue	Dartmouth	NS	B3B 1Z7	Canada	ar@scotiarecycling.com	
Canadian Springs		Po Box 4514 Stn A	Toronto	ON	M5W 4L7	Canada	bankruptcy@primowater.com	
City of St. John's c/o Tax Department		PO Box 908	St. John'S	NL	A1C 5M2	Canada	bblackwood@stjohns.ca	
First Data		2630 Skymark Avenue, Suite 500	Missisauga	ON	L4W 5A4	Canada	beryl.fernandes@firstdata.com	
Workers Compensation Board of Nova Scotia	PO Box 1150	5668 South St	Halifax	NS	B3J 2Y2	Canada	brenda.carvery@wcb.gov.ns.ca	
Edgewood Matting Ltd		45 Armthorpe Rd	Brampton	ON	L6T 5M4	Canada	bwhittington@edgewoodgroup.ca	
Mezzanine Debt Collateral Lenders c/o Lawson Creamer Lawyers	Chris Isnor	133 Prince William St., Suite 801	Saint John	NB	E2L 2B5	Canada	cisnor@lawsoncreamer.com	
Nova Scotia Power Inc.		P.O. Box 848	Halifax,	NS	B3J 2V7	Canada	creditservicesfax@nspower.ca	
Yellow Pages		P.O. Box 11788	Montreal	QC	H3C 0C2	Canada	customercare@yp.ca	
Newfoundland Power		Po Box 8910	St. John'S	NL	A1B 3P6	Canada	customerrelations@newfoundlandpower.com	
Midland Courier		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada	customerservice@midlandtransport.com	
Midland Transport		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada	customerservice@midlandtransport.com	
Midland Transport Ltd. (Us		100 Midland Drive	Dieppe	NB	E1A 6X4	Canada	customerservice@midlandtransport.com	
Liberty Utilities		440 Wilsey Rd., Suite 101	Fredericton	NB	E3B 7G5	Canada	Darlene.Moore@enbridge.com	
Equipments de Cuisine Novon (Canada) Ltee	Attn: David Lousky	120 Rue De La Barre	Boucherville	QC	J4B 2X7	Canada	davidlousky@invoicecover.com	
Keep Cool Refrigeration & A/C Ltd.		375 East White Hills Road	St. John's	NL	A1A 5X7	Canada	accounting@keepcoolhvacr.ca	
Big Erics Inc. c/o O'Keefe & Sullivan	Darren O'Keefe	80 Elizabeth Avenue, 2nd Floor	St. John's	NL	A1A 1W7	Canada	dokeefe@okeefesullivan.com	
Bell Aliant		P.O. 12088	St. John'S	NL	A1B 4C8	Canada	finalscons@bellaliant.ca	
Bank of Montreal c/o McInnes Cooper	Geoff Spencer	10 Fort William Pl, 5th Floor	St. John's	NL	A1C 1K4	Canada	geoffrey.spencer@mcinnescooper.com	
Bank of Montreal c/o Ernst and Young Inc.	George Kinsman	1871 Hollis Street, Suite 500	Halifax	NS	B3J 0C3	Canada	George.C.Kinsman@parthenon.ey.com	
Lighthouse Realty Atlantic Inc. c/o Curtis Dawe Laywers	Gregory Smith	139 Water Street, 11th Floor, PO Box 337	St. John's	NL	A1C 5J9	Canada	GSmith@curtisdawe.com	
On Target Courier & Cargo Ltd.		385 Frenette Ave	Moncton	NB	E1H 3S5	Canada	Gsteeves@OnTargetCourier.ca	
Halifax Regional Municipality		Po Box 1749	Halifax	NS	B3J 3A5	Canada	HRMCollections@halifax.ca	
Halifax Regional Municipality - Property Taxes		PO Box 1749	Halifax	NS	B3J 3A5	Canada	HRMCollections@halifax.ca	
Harvey's Oil Limited		P.O. Box 5787	St. John'S	NL	A1C 5X3	Canada	hstockwood@harveysoil.com; sales@harveysoil.com	
Crown Verity Incorporated $Usd - Esi		37 Adams Boulevard	Brantford	ON	N3S 7V8	Canada	info@crownverity.com	
WorkplaceNL		148 Forest Road	St. John's	NL	A1A 1E6	Canada	Jennifer.Langdon@workplacenl.ca	
94747 NL Inc. c/o Boyne Clarke LLP	Joshua Santimaw	99 Wyse Road, Unit 600	Dartmouth	NS	B3A 4S5	Canada	jsantimaw@boyneclarke.ca	
Gn Johnston Equipment Co. Ltd.		5990 Avebury Road	Mississauga	ON	L5R 3R2	Canada	kevin.hoang@johnstonequipment.com	
Essential Industries Inc.	Attn: Kyle O'Connell	PO Box 12	Merton	WI	53056	USA	koconnell@essential.com	
Federal Express Canada Corporation		P.O. Box 4626, Toronto Stn "A"	Toronto	ON	M5W 5B4	Canada	latassone@fedex.com	
Venor		1701 Hollis Street SH200	Halifax	NS	B3J 3M8	Canada	lboody@venor.ca; info@venor.ca	
Manulife Financial		500 King St N, PO Box 1602	Waterloo	ON	N2J 4C6	Canada	legal_notices@manulife.ca; admin@trans-pro.com	
Export Development Canada		1969 Upper Water Street, Suite 1605	Halifax	NS	B3J 3R7	Canada	Legal-Courier@edc.ca	
Trans-Pro Logistic Inc.		407 McGill Street, Suite 910	Montreal	QC	H2Y 2G3	Canada	Lorena.Gonzalez@trans-pro.com	
Department of Justice Canada	Maeve Baird, Sophie Dupre and Deanna Frappier	National Litigation Sector, Atlantic Regional Office, 5251 Duke Street, Suite 1400 Duke Tower	Halifax	NS	B3J 1P3	Canada	maeve.baird@justice.gc.ca; sophie.dupre@justice.gc.ca	
Bank of Montreal		1675 Grafton Street, Suite 1400	Halifax	NS	B3J 0E9	Canada	martine.langlois@bmo.com	
Intact Insurance		2450 rue Girouard O	Saint-Hyacinthe	QC	J2S 3B3	Canada	maxime.belanger-poirier@intact.net	
NL Pension Benefit Standards Division	Norm Snelgrove	PO Box 8700	St. John's	NL	A1B 4J6	Canada	NormanSnelgrove@gov.nl.ca	
Cal Legrow		189 Higgins Line	St. John's	NL	A1B 4N4	Canada	Payments@callegrow.com; hello@callegrow.com	
Royal Environmental Inc		69 Colonel Joseph Scott Dr.	Lower Sackville	NS	B4C 4B1	Canada	receivables@regroupns.ca	
Bacon Basketware		19 Wellington Street West	Aurora	ON	L4G 2N7	Canada	sales@baconbasket.com	
Day & Ross		10 Isnor Dr	Dartmouth	NS	B3B 1K5	Canada	salesinquiry@dayandrossinc.ca	
Lighthouse Capital Atlantic Inc.	c/o Cox & Palmer Attn: Wayne Myles	235 Water Street, Suite 1100	St. John's	NL	A1C 1B6	Canada	wayne@mylesandcompany.com; joan@mylesandcompany.com	
Lighthouse Realty Atlantic Inc.	c/o Joan & Wayne Myles as Collateral Agent	1 Chemin de la Pointe	Grand-Digue	NB	E4R 4C6	Canada	wayne@mylesandcompany.com; joan@mylesandcompany.com	
Mack Services		PO Box 6090, 99 Blackmarsh Road	St. John's	NL	A1C 5X8	Canada	wayne@mylesandcompany.com; joan@mylesandcompany.com	
Myles & Co. Inc.	c/o Joan & Wayne Myles as Collateral Agent	1 Chemin de la Pointe	Grand-Digue	NB	E4R 4C6	Canada	wayne@mylesandcompany.com; joan@mylesandcompany.com	
Armour Transport Incorporated		350 English Drive	Moncton	NB	E1E 3Y9	Canada	wquinn@armour.ca	
Blue Chip Leasing Corporation		5 - 41 Scarsdale Rd	Toronto	ON	M3B 2R2	Canada	dortis@vaultcredit.ca	
3M Canada Company		P.O. Box 15533, Station A	Toronto	ON	M5W 1C1	Canada	3MAPGSCUS@mmm.com	
Advantage Maintenance Products		Po Box 215, 105 Scott Avenue	Paris	ON	N3L 3E7	Canada	info@advantagemaint.com	
Aladdin Temp-Rite Canada Inc.		P.O. Box 57163,Station "A"	Toronto	ON	M5W 5M5	Canada	hhandy@aladdin-atr.com	
Alto-Shaam Canada - Esi		P.O. Box 15824, Station A	Toronto	ON	M5W1C1	Canada	aschina@alto-shaam.com	
Antonee - Esi		190, Rue Du Parc Industriel	St-Come Liniere	QC	G0M 1J0	Canada	jduquet@antonee.ca	
Arc International North America - Esi		Po Box 15829, Station A	Toronto	ON	M5W 1C1	Canada	contact@arc-intl.com	
Atlantic Business Interiors		30 Troop Avenue	Dartmouth	NS	B3B 1Z1	Canada	cangov@atlanticbusinessinteriors.ca	
Betco Corporation Ltd		P.O. Box 76575	Cleveland	OH	44101-6500	USA	support@betco.com; CustomerService@Betco.com	
Belleco Foodservice Equip		P.O. Box 880	Saco	ME	4072	USA	rbellerose@bellecocooking.com	
Boom It Retail		286 Torbay Road	St. John'S	NL	A1A 4L6	Canada	info@boomit.ca	
Bromoc		46 Payzant Ave	Dartmouth	NS	B3B 1Z6	Canada		
Browne Group Inc. - Esi		8133 Warden Avenue	Markham	ON	L6G 1B3	Canada	cs@browneco.com	

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

BEI - Listing of Known Creditors

Creditor Name	Attention To	Street	City	Province	Postal Code	Country	Email	Fax
Bunn-O-Matic Corp Canada - Esi		280 Industrial Parkway South	Aurora	ON	L4G 3T9	Canada	dave.ovenell@bunnomatic.com	
Burlodge Canada Limited		3400 Ridgeway Dr	Mississauga	ON	L5L 0A2	Canada	info@burlodgeca.com	
Cabot Shipping Supplies Ltd.		106 Burbridge Avenue	Dartmouth	NS	B3B 0G7	Canada	info@cabotss.com	
Cambro Manufacturing Co. - Esi		P.O. Box 2000	Huntington Beach	CA	92647	USA	webmaster@cambro.com	
Cameo China Canada Inc.		2 Select Avenue	Toronto	ON	M1V 5J4	Canada	info@cameo.ca	
Canadian Energy		1289 A Kenmount Road	Paradise	NL	A1L 0V8	Canada	sj@cdnrg.com	
Cansel		Po Box 4621 Stn A	Toronto	ON	M5W 0K2	Canada	marketing@cansel.ca	
Canterbury Coffee		1-8080 North Fraser Way	Burnaby	BC	V5J 0E6	Canada	orderdesk@canterburycoffee.com	
Capital Paper		27 Calkin Drive	Kentville	NS	B4N 3V7	Canada	capital@capitalpaper.ca	
Captiveaire Systems Inc. - Us		4641 Paragon Park Rd	Raleigh	NC	27616	USA	acc-invoicecopy@captiveaire.com	
Celco Incorporated $Cdn - Esi		585 Secretariat Court	Mississauga	ON	L5S 2A5	Canada	info@celco.ca	
Chediac Home Furnishings		29 Westville Road	New Glasgow	NS	B2H 2J2	Canada	inquiries@chediac.com	
Chester's International, llc		P.O. Box 210575	Montgomery	AL	36121	USA	start@chesterschicken.com	
Clarke North America		1201 Creditstone Road	Concord	ON	L4K 0C2	Canada	accountspayable@clarkenorthamerica.com	
Coffee Addicts		1504B 11Th Street Sw	Calgary	AB	T2R 1G9	Canada	info@coffeeaddicts.ca	
Community Courier		741 Bedford Hwy	Bedford	NS	B3M 2M1	Canada	dispatch@communitycourier.ca	
Consolidated Fastfrate Inc.		9701 Highway 50	Woodbridge	ON	L4H 2G4	Canada	bachd@fastfrate.com	
Construction Safety Nova Scotia		35 Macdonald Ave	Dartmouth	NS	B3B 1C6	Canada	info@constructionsafetyns.ca	
Crystal Clear Water		6227 Route 880	Lewis Mountain	NB	E4J 3G3	Canada	hr@crystalclearwater.ca	
Crystal Of Canada, Inc.		P.O. Box 9289, Station "A"	Toronto	ON	M5W 3M1	Canada		
D&L Engineering Sales Limited		58 Mcquade Lake Crescent	Halifax	NS	B3S 1G8	Canada	laura.maloney@dl-eng.com	
Danamark Watercare		90 Walker Drive	Brampton	ON	L6T 4H6	Canada	askus@danamark.com	
Danatec Training		201, 11450 29Th Street Se	Calgary,	AB	T2Z 3V5	Canada	sales@danatec.com	
Denis Office Supplies		130-3667 Strawberry Hill	Halifax	NS	B3K 5A8	Canada	info@denis.ca	
Dicks & Company Limited		P.O. Box 490, 385 Empire Ave.	St. John'S	NL	A1C 5K6	Canada	accountspayablestaff@dacnl.com; khannaford@dacnl.com	
Disco Canada - Adapt		P.O. Box 56075, Stn A	Toronto	ON	M5W 4L1	Canada	sales@disco.co	
Distex M & M Inc $Us - Esi		585 Ave. Meloche	Dorval	QC	H9P 2T1	Canada	info@distex.ca	
Diversey Canada Inc. - Adapt (Nl)		P.O. Box 15218, Stn A	Toronto	ON	M5W 1C1	Canada	accounts.payable@diversey.com	
Diversey Canada Inc. 3 - Ns - Adapt		P.O. Box 15218, Station "A"	Toronto	ON	M5W 1C1	Canada	accounts.payable@diversey.com	
Don Brenton'S		2 Lakeside Park Dr. Unit 5	Lakeside	NS	B3T 1L7	Canada	sales@brentons.com; randyhazel@brentons.com	
Doug Demont'S New & Used Equipment		Po Box 1800	Stellarton	NS	B0K 1S0	Canada	info@demont.ns.ca	
Doyle, Tom		508 East Chezzettcook Road	Chezettcook	NS	B0J 1N0	Canada		
Dynamic International Ltd - Esi		3227 Pitfield Boulevard	Saint Laurent	QC	H4S 1H3	Canada	info@dynamicmixers.com	
East Coast Laundry		519 Herring Cove Road	Halifax	NS	B3R 1X3	Canada	info@eclaundry.ca	
Eastern Building Cleaners Inc		25 Raddall Ave	Dartmouth	NS	B3B 1L4	Canada	ebc@easternbuildingcleaners.com	
EFI Sales Ltd ESI		515 Hanlon Creek Blvd	Guelph	ON	N1C 1G4	Canada	info@efifoodequip.com	
EMR Services Ltd.		122 Driscoll Cres	Moncton	NB	E1E 3R8	Canada	service@emrservices.ca	
Epicurean Cutting Surfaces		257B Main Street	Superior	WI	54880	USA	support@epicureanusa.com	
Essity Canada Inc. - Adapt		P. O. Box 4534, Postal Station A	Toronto	ON	M5W 4N9	Canada	ca.customerservice@essity.com	
Eurodib - Esi		120 Rue De La Barre	Boucherville	QC	J4B 2X7	Canada	customerservice@eurodib.com	
Excel Pest Control		457 St. Marys St.	Fredericton	NB	E3A 8H4	Canada	INFO.NB@TERMINIX.CA	
Faema Canada		672 Dupont Street, Suite 201	Toronto,	ON	M6G 1Z6	Canada	ecommerce@faema.ca	
Farrow Global Logistics		475A Admiral Boulevard	Mississauga,	ON	L5T 2N1	Canada	info@farrowlogistics.com	
Fastening House Atlantic		1 Moore Road	Dartmouth	NS	B3B 1J1	Canada	info@fhatlantic.com	
Fds Usa Inc.		Rosenthal & Rosenthal Inc., Po Box 88926	Chicago	IL	88926	USA	info@fdsinternational.com	
Fisher, Andrew		28 Smith Road	Hilden	NS	B0N 1C0	Canada		
Fj Wadden & Sons Limited		P.O. Box 13456	St John'S	NL	A1B 4B8	Canada	sales@fjwadden.ca	
Flanagan Agencies Inc.		75 Desbrisay Ave	Moncton	NB	E1E 0G7	Canada	sale@fai.ca	
Food Equipment Plus		25 Raddall Ave, Unit 3	Dartmouth	NS	B3B 1L4	Canada		19028352732
Food Service Solutions - Esi		1-430 Industrial Drive	Milton	ON	L9T 5A6	Canada	info@foodservicesolutions.com	
Foodware Llc - Esi (G.E.T)		Po Box 22627	New York	NY	10087-2627	USA	sales@thefoodware.com	
Fox Run Craftsmen		P.O. Box 57652, Stn A	Toronto	ON	M5W 5M5	Canada	Sales@foxrunbrands.com	
Franesse Sales & Agencies Lim		1235 Rue St Amour	Montreal	QC	H4S 1T4	Canada	info@franesse.ca	
Franklin Machine Products		P.O. Box 74007311	Chicago	IL	60674-7311	USA	orders@fmponline.com	
Frost Products Limited		5280 John Lucas Street	Burlington	ON	L7L 5Z9	Canada	info@frostproductsltd.com	
Futuri Company Limited - Esi		3710 Nashua Dr. Unit 9	Mississauga	ON	L4V 1M5	Canada	ignazio@futuricoltd.ca	
Gann & Bartrol Du Canada (2000)		102-20 Rue Emilien-Marcoux	Blainville	QC	J7C 0B5	Canada		
Garland Commercial Ranges - Esi		Po Box 57024, Pstn A	Toronto	ON	M5W 5M5	Canada	garland@adcoservice.com	
Gbs Technologies		202 Brownlow Ave, Unit 100	Dartmouth	NS	B3B 1T5	Canada	info@gbstech.com	
Ge Barbour Inc.		165 Stewart Ave.	Sussex,	NB	E4E 3H1	Canada		15064322323
Gfl Environmental Inc.		P.O. Box 150	Concord	ON	L4K 1B2	Canada	CustomerService@gflenv.com	
Ggb Ventures International Inc - $Us		31-910 Rowntree Dairy Road	Vaughan	ON	L4L 5W6	Canada	sales@ggbventures.com	
Gh Power Light Trucking		3045 Robie St	Halifax	NS	B3K 4P6	Canada	info@ghpower.com	
Globe Commercial Products - Esi		6300 Kennedy Rd #4	Mississauga	ON	L5T 2X5	Canada		19056700008
Globe Food Equipment - Esi		Lockbox# 921360	Toronto	ON	M5W 0E9	Canada		19372998623
Gojo Canada Inc.		P.O. Box 57481, Station A	Toronto	ON	M5W 5M5	Canada	gocanada@gojo.com	
Gold Medal Products Co.		10700 Medallion Drive	Cincinnati	OH	45241-4807	USA	info@gmpopcorn.com	
Goldie, Christian		1960 Westfield Road	Saint John	NB	E2M 6G1	Canada		
Great Western Products		30290 Us Highway 72	Hollywood,	AL	35752-6134	USA	gwpcservice@pfgc.com; tankt@gwproducts.com	

Eleventh Report to the Court submitted by Grant Thornton Limited
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BEI - Listing of Known Creditors

Creditor Name	Attention To	Street	City	Province	Postal Code	Country	Email	Fax
Grosfillex Incorporated - Esi		P.O. Box 194	Robesonia	PA	19551-8904	USA	social@grosfillex.com	
Hanway Restaurant Equipment		31 Melford Drive	Scarborough	ON	M1B 2G6	Canada	sales@hanwaygroup.com	
Hatco Corporation $Cdn - Esi		P.O. Box 2435, Station "A"	Toronto	ON	M5W 2K6	Canada	support@hatcocorp.com; CreditDept@hatcocorp.com	
Hobart Food Equipment Grp - Esi		P.O. Box 57565, Station "A"	Toronto	ON	M5W 5M5	Canada	customer.care@hobart.ca	
Hobart Food Equipment Grp (P) - Esi		P.O. Box 57565, Station "A"	Toronto	ON	M5W 5M5	Canada	customer.care@hobart.ca	
Industries Emile Lachance Ltd.		424, Route 279	Saint-Damien	QC	G0R 2Y0	Canada	info@iel-lachance.com	
Information Protection Service		P.O. Box 8041	St John's	NL	A1B 3M7	Canada		
James G. Crawford Limited		29 Shaw Street	St John's	NL	A1E 2W7	Canada	customer@jgcl.ca	
Jascor Housewares Inc		81A Brunswick Blvd	Dollard Des Ormeaux	QC	H9B 2J5	Canada	info@jascor.com	
Joy, Anthony		171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada		
Jumping Bean Coffee Inc		9 Glencoe Drive	Mount Pearl	NL	A1N 4S4	Canada	info@jumpingbean.ca	
Kan-Stor Incorporated		1149 Topsail Road Po Box 307	Mount Pearl	NL	A1N 2C3	Canada	info@kanstor.com	
Karcher Canada Inc.		Po Box 4269 Postal Station "A"	Toronto	ON	M5W 5V2	Canada	info@vertrieb.kaercher.com	
Kbc Specialty Products Inc - Esi		3397 American Drive	Mississauga	ON	L4V 1T8	Canada	sales@kbcspecialty.com	
Keca International		11855, Lucien-Gendron	Montreal	QC	H1E 7A9	Canada	info@keca.ca	
Kelly Services (Canada), Ltd.		P.O. Box 9488. Postal Station "A"	Toronto,	ON	M5W 4E1	Canada	ks7653@kellyservices.com	
Kersia Canada Ltd		390 Boul, St-Laurent Est	Louiseville	QC	J5V 2L7	Canada		18192288302
Kilotech - Esi		2111 32Nd Avenue	Lachine	QC	H8T 3J1	Canada	kilotech@kilotech.com	
Kruger Products Inc (Nl) - Adapt		Po Box 4687	Toronto	ON	M5W 6B5	Canada	purchasing@kruger.com	
Legacy Companies, The		335 Enterprise Avenue	Fort Landerdale	FL	33331	USA	sales@thelegacycompanies.com	
Libbey Canada Incorporated		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada	customercare@libbey.com	
Lieberman Tranchemontagne Inc.		653 Hodge Street	St. Laurent	QC	H4N 2A3	Canada	nestore@liebermantranche.com	
Lindsay Construction		105-134 Eileen Stubbs Ave.	Dartmouth	NS	B3B 0A9	Canada	info@lindsayconstruction.ca	
Livingston International		Po Box 5640 Terminal A	Toronto	ON	M5W 1P1	Canada	clientserviceCanada@livingstonintl.com	
Louisville Ladder Corp.		100 Engelhard Drive	Aurora,	ON	L4G 3V2	Canada	support@louisville-ladder.com	
Macdow Mechanical		298 Cobequid Rd	Lwr Sackville	NS	B4C 4C5	Canada	macdowmechanical@eastlink.ca, karen@macdowmechanical.ca	
Mack Mariplex		117 Rundle St	Stellarton	NS	B0K 1S0	Canada		
Mack Restaurant & Kitchen Services Inc		PO Box 6090, 99 Blackmarsh Road	St. John's	NL	A1C 5X8	Canada		
Maid Exec Ltd.		10 Dale St.	Riverview	NB	E1B 4A9	Canada	joyce@maid-exec.ca	
Master Distribution Services - Adapt		302 - 2222 South Sheridan Way	Mississauga	ON	L5J 2M4	Canada	mdscs@master-distribution.com	
Mbw Courier Inc.		P.O. Box 102	Truro	NS	B2N 5B6	Canada	customerservice@mbwcourier.ca, billinginquiry@mbwcourier.ca	
Mcquaid Property Management Incq		30 Jordan Crescent	Charlottetown	PE	C1A 2W3	Canada	hmcquaid@ara.ca	
Meridia		1894 Barrington Street	Halifax	NS	B3J 2A8	Canada	info@meridiarecruitment.ca	
Metro Sheet Metal		38 Behrent Court	Halifax	NS	B2T 1A5	Canada		
Metropolitan Wire Can. Ltd - Esi		3160 Orlando Drive	Mississauga	ON	L4V 1R5	Canada	cssupport@metro.com	
Michael'S Equipment Ltd.		5330 Canotek Road	Ottawa	ON	K1J 9C4	Canada	info@michaelsequipment.ca	
Microplane		614 Sr 247	Russellville	AR	72802	USA	kitcheninfo@microplane.com	
Millennium Express		165 Mcnamara Drive	Paradise	NL	A1L 0A7	Canada	email@millexpress.ca, becky@millexpress.ca	
Miller Waste Systems Inc.		2276 Rte. 128 Highway	Moncton	NB	E1G 4K4	Canada	compost@millerwaste.ca	
Minuteman International		25150 Network Place	Chicago	IL	60673-1251	Canada	info@minutemanintl.com	
Mke Industries		183 Boulevard Montcalm Nord	Candiac	QC	J5R 3L6	Canada	info@mke-ind.com	
Munro, Trish		C/O Big Erics	Dartmouth	NS	B3B 0A8	Canada		
Murphy, Jason		C/O Big Erics	Dartmouth	NS	B3B 0A8	Canada		
Mvp Group $Cdn - Esi		5659 Royalmount Ave.	Montreal	QC	H4P 2P9	Canada	customerservice@mvpgroupcorp.com	
Nacecare Solutions		415 Annagem Blvd	Mississauga	ON	L5T 2Y3	Canada	info@nacecare.com	
National Checking Company		Po Box 56727, Postal Stn A	Toronto	ON	M5W 4L1	Canada		16512511501
Nawrocki Holdings		1510-111 Street	Edmonton	AB	T6J 6T6	Canada		15877359747
Noseworthy Chapman		516 Topsail Road	St. John'S	NL	A1E 2C5	Canada	info@noseworthychapman.ca	
O'Brien, Martin		C/O Big Erics, 171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada		
Oceanex (1997) Incorporated		630, Rene-Levesque Blvd West	Montreal	QC	H3B 1S6	Canada	bookings@oceanex.com, hr@oceanex.com	
Omcan Manufacturing - Esi		Po Box 57486, Stn A	Toronto	ON	M5W 5M5	Canada	sujeet.sairam@omcan.com	
On The Spot		1388 Blackhead Road	St. John'S	NL	A1C 5H2	Canada		
One Source Research Inc.		P.O. Box 23051	St. John'S	NL	A1B 4J9	Canada	requests@onesourceresearch.com	
Oneida Hospitality Group - Esi		7300 East Danbro Crescent	Mississauga	ON	L5N 6C2	Canada	jri.sales@crown-brands.com	
Onyx Environmental Solutions I		Po Box 206902	Dallas	TX	75320-3704	USA	support@onyxenv.com	
Partstown Canada Llc		100 Thorncliffe Park Drive	Toronto	ON	M4H 1L9	Canada	needhelp@partstown.ca	
Permul Limited $Cdn - Esi		3397 American Drive	Mississauga	ON	L4V 1T8	Canada	info@permul.com	
Peter Byrne Meto		P.O. Box 823	St. John'S	NL	A1C 5L7	Canada		
Peter Pan Sales Limited		P.O. Box 8658, Stn A	St. John'S	NL	A1B 3T1	Canada	admin@peterpansales.com	
Pik-Fast Express Inc.		20 Glencoe Dr,	Mount Pearl	NL	A1N 4S8	Canada	administrator@pikfast.com	
Pinchin Ltd.		2470 Milltower Court	Mississauga,	ON	L5N 7W5	Canada	info@pinchin.com	
Pmc Energy Ltd.		5-555 Edinburgh Drive	Moncton	NB	E1E 4E3	Canada	info@pmcenergy.ca	
Polykar(Nl) - Adapt		5637 Rue Kieran	Saint-Laurent	QC	H4S 0A3	Canada	info@polykar.com	
Polymershapes Distribution Canada		Po Box 15500 Station A	Toronto	ON	M5W 1C1	Canada	info@polymershapes.com	
Pothier Motors		18 Falmouth Back Rd	Falmouth	NS	B0P 1L0	Canada	chad.pothier@pothier.ns.ca	
Preston, Keith		171 John Savage Ave	Dartmouth	NS	B3B 0A8	Canada		
Printer Tech Solutions Inc.		Po Box 3107	Paradise	NL	A1L 1A0	Canada	Scott@printertechsolutions.com; Mark@printertechsolutions.com	17097475587

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Creditor Name	Attention To	Street	City	Province	Postal Code	Country	Email	Fax
Product Group Inc, The		6521 Fulton Drive N.W.	Canton	OH	44718	USA		13303198142
Quinceys Electric		1306 Route 114	Lower Coverdale	NB	E1J 1A6	Canada		
R3 Reliable Redistribution (Nl) - Adapt		P.O Box 57	Burlington	ON	L7R 2H0	Canada	info@r3redistribution.com	
Rabco Food Service - Cdn - Esi		165 Harwood Avenue North	Ajax	ON	L1Z 1L9	Canada	info@rabcofs.com	
Rational Canada Inc.		6950 Creditview Rd	Mississauga	ON	L5N 8E2	Canada	info@rational-online.ca	
Refrigeration Equipement Depot Inc		11202 Boul. Parkway	Anjou,	QC	H1J 1R6	Canada	info@metropolitainerefrigeration.com	
Remco Products Corporation		P.O. Box 714197	Cincinnati	OH	45271-4197	USA	cs@remcoproducts.com	
Restaurant Furniture Canada		655 Deerfield Rd. Mailbox 411	Deerfield	IL	60015	USA	sales@restaurant-furniture.ca	
Rmt Distributors Ltd. Esi		P.O. Box 7140	Riverview	NB	E1B 4T8	Canada	info@tayloragencies.com	
Robot Coupe Usa Inc. - Esi		C/O T8056	Toronto	ON	M5W 3W5	Canada	info@robotcoupeusa.com	
Rodo Industries Incorporated		44 Meg Drive	London	ON	N6E 3R4	Canada	salesteam@rodoinc.com	
Ronco - Adapt		70 Planchet Road	Concord	ON	L4K 2C7	Canada	contactus@roncosafety.com	
Rubbermaid Commercial Prod - Adapt		P.O. Box 3502, Station "A"	Toronto	ON	M5W 3G4	Canada	service@rubbermaidcommercialproducts.com	
Russ Vining Mechanical Ltd.		10 Ragged Lake Blvd	Halifax	NS	B3S 1C2	Canada	russvining@ns.aliantzinc.ca	
Safdie & Co Inc.		8191 Chemin Montview	Ville Mont Royal	QC	H4P 2P2	Canada		15413449974
Sagaform Inc.		P.O Box 512225	Philadelphia	PA	19175-2225	USA	customerservice@sagaform.com	
Serve Canada - Esi		40 East Pearce St	Richmond Hill	ON	L4B 1B7	Canada	pleclerc@servecanada.com	
Signature Landscape Ltd.		121 Macaleese Lane	Moncton	NB	E1A 3M2	Canada	Info@SignatureContracting.ca	
Smart Buffet Ware		26149 Capital Drive	Daphne	AL	36526-619	USA	sales@smartbuffetware.com	
Smith Stockley Limited		P.O. Box 1387	St. John'S	NL	A1C 5N5	Canada	bwilliams@smithstockley.nf.net	
Specialty Foodservice Hardware - Esi		150 Shields Court	Markham,	ON	L3R 9T5	Canada	sales@specialtyfsh.ca	
Star Manufacturing Int'L - Esi		P.O Box 60151	St. Louis	MO	63160-0151	USA	info@starholdingsgrp.com	
Steele Chevrolet		636 Portland St	Dartmouth	NS	B2W 2M3	Canada	sales@steelechev.com	
Steelite International - Esi		26 Riviera Drive	Markham	ON	L3R 5M1	Canada	headoffice@steelite.com	
Sterling Backcheck Canada Corp		Po Box 12051	Toronto	ON	M6W 0K5	Canada	solutionscanada@sterlingcheck.com	
Summit Refrigeration		770 Garrison Ave	Bronx	NY	10474	USA	info@summitappliance.com	
Sunshine Bar & Restaurant Supp		90 Thorncliffe Park Drive	Toronto	ON	M4H 1M5	Canada		
Supercity Office Systems I		41 Sterns Court	Dartmouth	NS	B3B 1W7	Canada	admin@supercityos.com	
Superclean Services		Po Box 2650	Windsor	NS	B0N 2T0	Canada	hrwork@supercleanatlantic.ca	
Sure Courier Services Inc.		P.O. Box 75	Western Shore	NS	B0J 3M0	Canada		
Syracuse China Company		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada		
T&S Exports - Esi		P.O. Box 601161	Charlotte	NC	28260-1161	USA	customerservice@tsbrass.com	18008680084
Tableware Solutions		4524 East Gate Parkway	Mississauga	ON	L4W 3W6	Canada	customerservice@tablewaresolutions.com, info@tablewaresolutions.com	
Tableware Solutions "Usd"		4524 East Gate Parkway	Mississauga	ON	L4W 3W6	Canada	customerservice@tablewaresolutions.com, info@tablewaresolutions.com	
Tarrison Products Ltd. - Esi		2780 Coventry Road	Oakville	ON	L6H 6R1	Canada	contact@tarrison.com	
Tennant Sales & Service Company		P.O. Box 57172 Station A	Toronto	ON	M5W 5M5	Canada	investors@tennantco.com; info@tennantco.com	
Terminix Canada Ltd (Nl)		Po Box 13849	St. John'S	NL	A1B 4G3	Canada	INFO.NS@TERMINIX.CA	
Terminix Canada Ltd (Ns)		155 - 204 Brownlow Ave	Dartmouth	NS	B3B 0M4	Canada	INFO.NS@TERMINIX.CA	
Thermor Limited - Esi		16975 Leslie Street	Newmarket	ON	L3Y 9A1	Canada	thermor@thermor-ins.com	
Total Tabletop Plus - Esi		3330 Ridgeway Drive	Mississauga	ON	L5L 5Z9	Canada	info@totaltabletopplus.com	
True Refrigeration Canada - Esi		P.O. Box 15852, Station A	Toronto	ON	M5W 1C1	Canada	partsinquiries@truemfg.com	
Tucker Electronics Limited		153 Pennywell Rd.	St. John'S,	NL	A1C 2L5	Canada	support@tuckersolutions.ca	
Turbo Chef Technologies Inc.		16646 Collection Center Dr	Chicago	IL	60693	USA	servicegroup@turbochef.com	
Tuxton China Inc		21011 Commerce Pointe Dr.	Walnut	CA	91789	USA	Info@tuxton.com	
Ultra Air Conditioning Limited		16 Coronation Drive	Moncton	NB	E1E 2X1	Canada	info@ultraair.ca	
Unica Canada		90 J.-Armand Bombardier	Boucherville	QC	J4B 8N4	Canada	services@unicacanada.com	
United Parcel Service Canada L		P.O. Box 4900, Station A	Toronto	ON	M5W 0A7	Canada	custsvccaen@ups.com	
Universal Bindery		516 Duchess Street	Saskatoon	SK	S7K 0R1	Canada		12047834188
Vending Products Of Canada Ltd		130 John Savage Ave	Dartmouth	NS	B3B 0C9	Canada	oninquiries@vendproductscan.com	
Vision 33		210 Water Street	St. John'S	NL	A1C 1A9	Canada	accountscanada@vision33.com	
Vista Textiles		215 Evans Avenue	Toronto	ON	M8Z 1J5	Canada	hr@premiumuniforms.com, sales@premiumuniforms.com	
Vixit Limited		290 Henri Bourassa West	Montreal	QC	H3L 1N7	Canada	info@vixit.com	
Vollrath Of Canada - Esi		75 Remittance Dr, Suite 3022	Chicago	IL	60675-3022	USA	vollrathfs@vollrathco.com	
W.D. Colledge Co. Ltd.		3220 Orlando Drive	Mississauga	ON	L4V 1R5	Canada	orders@wdcolledge.com	
Walker'S Electric Ltd.		2608 Windsor St.	Halifax,	NS	B3K 5C8	Canada	service@atlanticequipment.ca	
Wipeco Industries - Adapt.		3333 Douglas B Floreani	Montreal,	QC	H4S 1Y6	Canada	sales@wipeco.com; sales@ctcsupplies.com; info@wipeco.com	
Wolseley Canada Inc.		15 Garland Avenue	Dartmouth	NS	B3B 0A6	Canada	credit@wolseleyexpress.com	
World Tableware Inc		P.O. Box 1579, Station "A"	Toronto	ON	M5W 3N9	Canada	splant@libbey.com; kaltam@libbey.com; jdemar@libbey.com; jvande@libbey.com; jdemar@libbey.com	
Zwilling Ja Henckels Can		435 Cochrane Drive	Markham	ON	L3R 9R5	Canada	customerservice@zwilling.ca	
CRA - Tax - Atlantic	Shawinigan-Sud National Verification and Collection Centre	4695 Shawinigan-Sud Blvd	Shawinigan-sud	QC	G9P 5H9	Canada		18336972390
Province of NL - Tax Administration Division		PO Box 8700, 3rd Floor, East Block, Confederation Building	St. John's	NL	A1C 4J6	Canada	finance@gov.nl.ca	

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

BEI - Listing of Known Creditors

Creditor Name	Attention To	Street	City	Province	Postal Code	Country	Email	Fax
Joan Myles	Purdy's Wharf Tower 1	1100-1959 Upper Water Street	Halifax	NS	B3J 3N2	Canada	joan@mylesandcompany.com	
Wayne Myles	Purdy's Wharf Tower 1	1100-1959 Upper Water Street	Halifax	NS	B3J 3N2	Canada	wayne@mylesandcompany.com	
Pitco Frialator, Inc. - Esi		553 Route 3A	Bow	NH	3304	USA	OrderPitco@pitco.com	
CGR Mechanical	c/o Boyne Clarke	6 Ralston Avenue	Dartmouth	NS	B3B 1H7	Canada	info@carverys.ca	
Moyer Diebel Limited		2674 North Service Road, Jordan Station	Ontario	ON	L0R 1S0	Canada	info@moyerdiebellimited.com	
Bocar		345 Isabey	St.-Laurent	QC	H4T 1Y2	Canada	earl@bocar.ca	
Ivan's Camera (2017) Ltd.		181 rue St George Street	Moncton	NB	E1C 1V4	Canada	sales@ivanscamera.com	
Parts for Trucks, Inc.		230 Brownlow Ave, Suite 120	Dartmouth	NS	B3B 0G5	Canada	info@partsfortrucks.com	
Doyon Inc		5600 13th St.	Menominee	MI	49858	USA	sales@nu-vu.com	
O. H. Armstrong Ltd.		1478 Park Rd	Kingston	NS	B0P 1R0	Canada	sales@oharmstrong.ca	
Skir Enterprises		10 Duggen Street	Grand Falls - Windsor	NL	A2A 1N1	Canada	skirenterprises@gmail.com	
InExpress		700 Dorval Dr Suite 305	Oakville	ON	L6K 3V3	Canada	Robert.daigle@inxpress.com	
Compass Group of Canada Ltd.		10 Morris Dr	Dartmouth	NS	B3B 1K8	Canada	trevor.harding@compass-canada.com; Purchasing.invoices@compass-canada.com	
Border Brokers		1063 Sherwin Road	Winnipeg	MB	R3H 0T8	Canada	reception@borderbrokers.com, release@borderbrokers.com; accounting@borderbrokers.com	
Department of Finance - Taxation and Fiscal Policy Branch	Tax Administration Division	PO Box 8720	St. John's	NL	A1B 14K1	Canada	finance@gov.nl.ca	
T&S Brass		2 Saddleback Cove	Travellers Rest	SC	29690	USA	customerservice@tsbrass.com	
Dayforce							AccountsReceivable@dayforce.com	
Scotia Security Shredding							AR@scotiarecycling.com	
Aclaros							flucarini@aclaros.com	

Outlook

Big Erics Inc. - Notice of Distribution

From Hines, Corey <Corey.Hines@doane.gt.ca>
Date Thu 12/5/2024 4:01 PM
To Chisholm, Ben <Ben.Chisholm@doane.gt.ca>; Hines, Corey <Corey.Hines@doane.gt.ca>
Bcc accounting@halifaxwater.ca <accounting@halifaxwater.ca>; Ashley Kennedy <akennedy@hickmanmotors.ca>; Lindsay Warren <lwarren@hickmanmotors.ca>; amanda.dion@servicecanada.gc.ca <amanda.dion@servicecanada.gc.ca>; bankruptcy@primowater.com <bankruptcy@primowater.com>; bblackwood@stjohns.ca <bblackwood@stjohns.ca>; beryl.fernandes@firstdata.com <beryl.fernandes@firstdata.com>; brenda.carvery@wcb.gov.ns.ca <brenda.carvery@wcb.gov.ns.ca>; bwhittington@edgewoodgroup.ca <bwhittington@edgewoodgroup.ca>; Chris Isnor <CIsnor@lawsoncreamer.com>; creditservicesfax@nspower.ca <creditservicesfax@nspower.ca>; customercare@yp.ca <customercare@yp.ca>; Darlene.Moore@enbridge.com <Darlene.Moore@enbridge.com>; dbailey@keepcoolhvacr.ca <dbailey@keepcoolhvacr.ca>; Darren O'Keefe <dokeefe@okeefesullivan.com>; finalscons@bellaliant.ca <finalscons@bellaliant.ca>; Spencer, Geoffrey <geoffrey.spencer@mcinnescooper.com>; george.c.kinsman@parthenon.ey.com <George.C.Kinsman@parthenon.ey.com>; Gsteeves@OnTargetCourier.ca <Gsteeves@OnTargetCourier.ca>; HRMCollections@halifax.ca <HRMCollections@halifax.ca>; info@crownverity.com <info@crownverity.com>; Langdon, Jennifer <Jennifer.Langdon@workplacenl.ca>; jsantimaw@boyneclarke.ca <JSantimaw@boyneclarke.ca>; Kevin Hoang <Kevin.Hoang@johnstonequipment.com>; koconnell@essential.com <koconnell@essential.com>; latassone@fedex.com <latassone@fedex.com>; legal_notices@manulife.ca <legal_notices@manulife.ca>; admin@trans-pro.com <admin@trans-pro.com>; Legal-Courier@edc.ca <Legal-Courier@edc.ca>; Baird, Maeve <Maeve.Baird@justice.gc.ca>; Dupré, Sophie (she; her | elle; la) <Sophie.Dupre@justice.gc.ca>; maxime.belanger-poirier@intact.net <maxime.belanger-poirier@intact.net>; NormanSnelgrove@gov.nl.ca <NormanSnelgrove@gov.nl.ca>; receivables@regroupns.ca <receivables@regroupns.ca>; sales@baconbasket.com <sales@baconbasket.com>; Wayne Myles <wayne@mylesandcompany.com>; Joan Myles <joan@mylesandcompany.com>; wquinn@armour.ca <wquinn@armour.ca>; dortis@vaultcredit.ca <dortis@vaultcredit.ca>; 3MAPGSCUS@mmm.com <3MAPGSCUS@mmm.com>; info@advantagemaint.com <info@advantagemaint.com>; hhandy@aladdin-atr.com <hhandy@aladdin-atr.com>; aschina@alto-shaam.com <aschina@alto-shaam.com>; jduquet@antonee.ca <jduquet@antonee.ca>; contact@arc-intl.com <contact@arc-intl.com>; cangov@atlanticbusinessinteriors.ca <cangov@atlanticbusinessinteriors.ca>; rbellerose@bellecocooking.com <rbellerose@bellecocooking.com>; cs@browneco.com <cs@browneco.com>; dave.ovenell@bunnomatic.com <dave.ovenell@bunnomatic.com>; info@burlodgeca.com <info@burlodgeca.com>; info@cabotss.com <info@cabotss.com>; webmaster@cambro.com <webmaster@cambro.com>; info@cameo.ca <info@cameo.ca>; sj@cdnrg.com <sj@cdnrg.com>; marketing@cansel.ca <marketing@cansel.ca>; orderdesk@canterburycoffee.com <orderdesk@canterburycoffee.com>; capital@capitalpaper.ca <capital@capitalpaper.ca>; info@celco.ca <info@celco.ca>; inquiries@chediac.com <inquiries@chediac.com>; start@chesterschicken.com <start@chesterschicken.com>; accountspayable@clarkenorthamerica.com <accountspayable@clarkenorthamerica.com>; info@coffeeaddicts.ca <info@coffeeaddicts.ca>; dispatch@communitycourier.ca <dispatch@communitycourier.ca>; bachd@fastfrate.com <bachd@fastfrate.com>; info@constructionsafetyns.ca <info@constructionsafetyns.ca>; hr@crystalclearwater.ca <hr@crystalclearwater.ca>; laura.maloney@dl-eng.com <laura.maloney@dl-eng.com>; askus@danamark.com <askus@danamark.com>; sales@danatec.com <sales@danatec.com>; info@denis.ca <info@denis.ca>; accountspayablestaff@dacnl.com <accountspayablestaff@dacnl.com>; khannaford@dacnl.com <khannaford@dacnl.com>; sales@disco.co <sales@disco.co>; info@distex.ca <info@distex.ca>; accounts.payable@diversey.com <accounts.payable@diversey.com>; sales@brentons.com <sales@brentons.com>; randyhazel@brentons.com <randyhazel@brentons.com>; info@demont.ns.ca <info@demont.ns.ca>; info@dynamicmixers.com <info@dynamicmixers.com>; ebc@easternbuildingcleaners.com <ebc@easternbuildingcleaners.com>; info@efifoodequip.com <info@efifoodequip.com>; service@emrservices.ca <service@emrservices.ca>; support@epicureanusa.com

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headoffice@steelite.com <headoffice@steelite.com>; solutionscanada@sterlingcheck.com
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2 attachments (319 KB)

BEI - Notice of Distribution v3 FINAL signed.pdf; BEI - Proof of Claim Form.pdf;

To the creditors of Big Erics Inc:

Please find attached notice of a final distribution from Grant Thornton Limited (the "**Monitor**") in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings of Big Erics Inc. and Terra Nova Old Port Foods Inc.

The Monitor intends to make an application to the Supreme Court of Newfoundland and Labrador (the "**Court**") for a final distribution and to conclude these CCAA proceedings. A distribution is only eligible to creditors whom have a Priority Claim which would rank ahead of the secured claim of the Bank of Montreal. A Priority Claim is described further in the notice attached hereto. No distribution is eligible to the creditors of Terra Nova Old Port Foods Inc.

Should you have a Priority Claim, the Monitor is requesting a proof of claim be filed with the Monitor **by no later than December 13, 2024**. A proof of claim form is also attached hereto. Only eligible Priority Claims submitted to the Monitor by December 13, 2024 will be included within the Monitor's distribution application to be filed with the Court.

Completed proof of claim forms, along with supporting documentation of the claim, can be sent via email to Corey Hines (Corey.Hines@doane.gt.ca) and Ben Chisholm (Ben.Chisholm@doane.gt.ca) or couriered to the Monitor's office at 1000-1675 Grafton Street, Halifax, NS B3J 0E9.

Regards,

Corey Hines, CPA, CIRP, LIT | Manager, Restructuring
Grant Thornton Limited
1000-1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 491 7704 | **C** +1 902 399 6319
E Corey.Hines@doane.gt.ca | **W** DoaneGrantThornton.ca

Doane Grant Thornton

Outlook

Big Eric's Inc.- Notice of Distribution

From Chisholm, Ben <Ben.Chisholm@doane.gt.ca>
Date Tue 11/26/2024 9:14 AM
To Chisholm, Ben <Ben.Chisholm@doane.gt.ca>
Cc Hines, Corey <Corey.Hines@doane.gt.ca>
Bcc CustomerService@Betco.com <CustomerService@Betco.com>; info@boomit.ca <info@boomit.ca>; accounting@borderbrokers.com <accounting@borderbrokers.com>; hello@callegrow.com <hello@callegrow.com>; Purchasing.invoices@compass-canada.com <Purchasing.invoices@compass-canada.com>; custservice@dayandrossinc.ca <custservice@dayandrossinc.ca>; AccountsReceivable@dayforce.com <AccountsReceivable@dayforce.com>; info@eclaundry.ca <info@eclaundry.ca>; finance@gov.nl.ca <finance@gov.nl.ca>; sales@harveysoil.com <sales@harveysoil.com>; CreditDept@hatcocorp.com <CreditDept@hatcocorp.com>; Robert.daigle@inxpress.com <Robert.daigle@inxpress.com>; cssupport@metro.com <cssupport@metro.com>; customerservice@midlandtransport.com <customerservice@midlandtransport.com>; customerservice@midlandtransport.com <customerservice@midlandtransport.com>; finance@gov.nl.ca <finance@gov.nl.ca>; Mahoney, Jennifer <Jennifer.Mahoney@doane.gt.ca>; customerrelations@newfoundlandpower.com <customerrelations@newfoundlandpower.com>; info@noseworthychapman.ca <info@noseworthychapman.ca>; administrator@pikfast.com <administrator@pikfast.com>; ar@scotiarecycling.com <ar@scotiarecycling.com>; ar@scotiarecycling.com <ar@scotiarecycling.com>; INFO.NS@TERMINIX.CA <INFO.NS@TERMINIX.CA>; admin@trans-pro.com <admin@trans-pro.com>; info@venor.ca <info@venor.ca>; 7093644905@efaxds.com <7093644905@efaxds.com>; 9026840046@efaxds.com <9026840046@efaxds.com>

2 attachments (319 KB)
BEI - Notice of Distribution v3 FINAL signed.pdf; BEI - Proof of Claim Form.pdf;

To whom it may concern,

Please see attached above Notice of Distribution and Proof of Claim Form. The Monitor is hereby providing notice of it's intention to make application to the court for a Final Distribution order.

The objective of this notice is to identify creditor(s) and amounts of claims that have priority to the first secured creditor of Big Eric's Inc ("**BEI**"), the Bank of Montreal ("**BMO**").

If you believe you have a Priority Claim you MUST file a proof of claim with the Monitor. All proof of claims must be received by the Monitor before 5:00pm (Newfoundland and Labrador Standard Time) on December 13, 2024. Please email Proof of Claims to:

Corey.Hines@doane.gt.ca and Ben.Chisholm@doane.gt.ca

Creditors are encouraged to review the relevant materials to these CCAA proceedings as provided for on the Monitor's website: www.DoaneGrantThornton.ca/BigErics.

If you have any questions or conerns, please reach out to the undersigned.

Thank you,
Ben

Ben Chisholm, CPA | Senior Associate, Restructuring
Grant Thornton Limited
1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 417 2829
E Ben.Chisholm@doane.gt.ca | **W** DoaneGrantThornton.ca

Doane
Grant Thornton

Outlook

Fw: Big Erics Outstanding Invoice #48095 and #48166

From Hines, Corey <Corey.Hines@doane.gt.ca>
Date Mon 12/2/2024 11:11 AM
To Chisholm, Ben <Ben.Chisholm@doane.gt.ca>

4 attachments (756 KB)
BEI - Notice of Distribution v3 FINAL signed.pdf; BEI - Proof of Claim Form.pdf; 2023-06-16 Big Erics Invoice #48095.pdf; 2023-06-30 Big Erics Invoice #48166.pdf;

FYI - add to the list of folks provided notice.

Corey Hines, CPA, CIRP, LIT | Manager, Restructuring
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1000-1675 Grafton St | Halifax | NS B3J 0E9
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E Corey.Hines@doane.gt.ca | **W** DoaneGrantThornton.ca

Doane Grant Thornton

From: Hines, Corey <Corey.Hines@doane.gt.ca>
Sent: Monday, December 2, 2024 11:10 AM
To: Franca Lucarini <flucarini@aclaros.com>
Subject: Re: Big Erics Outstanding Invoice #48095 and #48166

Franca,

Grant Thornton Limited is the monitor (the "**Monitor**") in the *Companies Creditors' Arrangement Act* proceedings of Big Erics Inc. and Terra Nova Old Port Foods Inc. The Monitor was appointed by the Supreme Court of Newfoundland and Labrador on July 18, 2023.

The attached notice was sent to the creditors of Big Erics Inc. via ordinary mail (prior to the Canada Post strike). The notice calls of creditors to file a claim with the Monitor should the creditor have a priority claim ahead of the secured creditor, the Bank of Montreal.

The proceeds from the sale of Big Erics Inc. were insufficient to repay the debt owing to the Bank of Montreal, resulting in no distribution being available to any unsecured creditors.

In reviewing your below statement, it would appear as though Aclaros would have a pre-filing unsecured claim against Big Erics Inc., unfortunately resulting in no distribution. However, should you be of the view that Aclaros does have a priority claim, the Monitor would request the attached proof of claim form be filled out and returned to myself via email, along with support for the priority claim.

Further information, including orders from the Supreme Court of Newfoundland and Labrador, can be found on the Monitor's case management website: www.DoaneGrantThornton.ca/BigErics.

Regards,

Corey Hines, CPA, CIRP, LIT | Manager, Restructuring
Grant Thornton Limited
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T +1 902 491 7704 | **C** +1 902 399 6319
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Doane Grant Thornton

Best Workplaces™ Great Place To Work. CANADA 2024

Doane Grant Thornton LLP is proud to be recognized as one of Canada's best workplaces for our seventeenth consecutive year!

From: Franca Lucarini <flucarini@aclaros.com>
Sent: Thursday, November 28, 2024 5:43 PM
To: Hines, Corey <Corey.Hines@doane.gt.ca>
Subject: Big Erics Outstanding Invoice #48095 and #48166

CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

Hi Corey,

The attached two invoices were part of Big Erics Inc's July 2023 CCAA filing, can you please advise when they will be paid?

Thank you,

Franca Lucarini
Finance Manager, aclaros
O: 647-483-4626 X 2011

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Notice of Distribution - Summary of Claims Received

#	Creditor Name	Debtor	Claim Amount	Monitor Determination	Admitted For Distribution
1	51011 Newfoundland and Labrador Inc. o/a Boom I.T.	BEI	$ 4,639.99	Accepted for Distribution	$ 4,639.99
2	Day and Ross Inc.	BEI	17,662.83	Partially Accepted for Distribution	1,909.04
3	Eastern Building Cleaners	BEI	2,855.46	Partially Accepted for Distribution	1,427.73
4	Soctia Recycling Ltd.	BEI	4,312.50	Accepted for Distribution	4,312.50
5	Venor Recruitment Limited	BEI	11,500.00	Partially Accepted for Distribution	5,750.00
6	Cal Legrow Insurance	BEI	7,323.30	Partially Accepted for Distribution	6,765.09
7	Ardoise Community Recreation Centre	BEI	287.50	Pre-Filing Unsecured Claim	-
8	Browne Group Inc.	BEI	44,880.71	Pre-Filing Unsecured Claim	-
9	Bunn-O-Mattic Corporation	BEI	8,124.03	Pre-Filing Unsecured Claim	-
10	Bunzl Canada	BEI	33,096.08	Pre-Filing Unsecured Claim	-
11	Canterbury Coffee Corp.	BEI	37,567.60	Pre-Filing Unsecured Claim	-
12	CRG Mechanical Inc.	BEI	29,698.75	Pre-Filing Unsecured Claim	-
13	Dicks and Company Limited	BEI	233.50	Pre-Filing Unsecured Claim	-
14	East Coast Laundry	BEI	740.99	Pre-Filing Unsecured Claim	-
15	Edgewood Matting Limited	BEI	6,402.48	Pre-Filing Unsecured Claim	-
16	Equipments de Cuisine Novon (Canada) Ltee	BEI	20,656.00	Pre-Filing Unsecured Claim	-
17	Essential Industries Inc.	BEI	5,906.95	Pre-Filing Unsecured Claim	-
18	First Data Canada Ltd. (Fiserv)	BEI	9,530.73	Post-closing Unsecured Claim	-
19	Flanagan Agencies	BEI	2,346.12	Pre-Filing Unsecured Claim	-
20	Department of Digital Government and Service NL	TNOPFI	483.70	Pre-Filing Unsecured Claim	-
21	G.N. Johnston Equipment Co. Ltd.	BEI	1,137.21	No Support for Claim	-
22	Intact Insurance - Transfer of rights title and interest from Transpro Logistics	BEI	22,300.00	Pre-Filing Unsecured Claim	-
23	Livingston International Inc.	BEI	6,722.27	Pre-Filing Unsecured Claim	-
24	Nova Scotia Power	BEI	3,088.44	Pre-Filing Unsecured Claim	-
25	Parts for Trucks	BEI	460.46	Pre-Filing Unsecured Claim	-
26	Rabco Food Services Ltd.	BEI	18,833.18	Pre-Filing Unsecured Claim	-
27	Robot Coupe USA Inc.	BEI	11,445.73	Pre-Filing Unsecured Claim	-
28	Royal Environmental Inc.	BEI	378.91	Pre-Filing Unsecured Claim	-
29	Tableware Solutions	BEI	5,583.02	Pre-Filing Unsecured Claim	-
30	Tennant Sales and Service	BEI	22,359.35	Pre-Filing Unsecured Claim	-
31	True Refrigeration Canada ULC	BEI	206,164.74	Pre-Filing Unsecured Claim	-
32	Transpro Logistics	BEI	24,700.00	Pre-Filing Unsecured Claim	-
33	Zwilling J.A. Henckels Canada Ltd.	BEI	7,381.88	Pre-Filing Unsecured Claim	-
Total Priority Claims for Distribution					**$ 24,804.35**

From:	Clarke, Phil
To:	"Joan Myles"; Hines, Corey
Cc:	Chisholm, Ben; Gregory M. Smith KC; Darren O"Keefe; Wayne Myles
Subject:	RE: Big Erics Inc. - Notice of Distribution
Date:	Monday, December 16, 2024 2:53:14 PM
Attachments:	image001.png image002.png

Joan:

Thanks for the note. The Monitor confirms receipt of your email below and request to reset the 30 days deadline to file a claim with the Monitor against BEI. Respectfully, the Monitor cannot agree to this request as the Stay of Proceedings expires on January 31, 2025. The Monitor must make an application before the stay expires and intends to make a distribution application in advance of the expiry of the stay of proceedings. The Monitor is of the view that an expeditious conclusion to these proceedings is in the best interest of the estate.

The Monitor issued that notice to all creditors on November 12, 2024 and also posted to the Monitor's case management website. In light of the postal strike which started November 15, 2015, the Monitor endeavored to send the notice by email as well to further provide service to creditors. The Monitor would note that BEI has been gone from the property since May 16, 2024.

Given the Monitor plans to file materials by January 10, 2025, we would be happy to review any materials you have if received by January 6, 2025.

Beyond submitting additional materials to the Monitor (which you could have done and can do at any time), you are also free to prepare and file materials challenging the proposed distribution once filed by the Monitor. You will be served with that application.

Cheers,

Phil Clarke | Partner, Restructuring
Grant Thornton Limited
1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 420 7191
E Phil.Clarke@doane.gt.ca | **W** DoaneGrantThornton.ca

From: Joan Myles <joan@mylesandcompany.com>
Sent: Friday, December 13, 2024 11:34 AM
To: Hines, Corey <Corey.Hines@doane.gt.ca>
Cc: Chisholm, Ben <Ben.Chisholm@doane.gt.ca>; Clarke, Phil <Phil.Clarke@doane.gt.ca>; Gregory M. Smith KC <gsmith@curtisdawe.com>; Darren O'Keefe <dokeefe@okeefesullivan.com>; Wayne Myles <wayne@mylesandcompany.com>
Subject: Re: Big Erics Inc. - Notice of Distribution

Dear Mr. Hines:

I am writing in my capacity as a Director of Lighthouse Realty Atlantic Inc. ("LRAI") and acknowledge receipt of your email of the late afternoon of 5 December 2024 (which I had an opportunity to review the next day).

Unfortunately the deadline for submitting claims by December 31, 2024 does not provide LRAI with reasonable and adequate time to obtain Accounting and Legal advice on quantifying and submitting a claim. I note the Monitor has received numerous communications from Legal Counsel to LRAI as to the general nature and scope of that claim (including but not limited to failure to deliver vacant possession of the leased premises at 99 Blackmarsh Road, St. John's NL in good order and condition, operating and other recoverable costs and expenses).

I am also informed that it is more typical and a common practice to allow for a minimum 30 day notice period to prepare and submit claims in such circumstances. Accordingly LRAI requests that the Monitor reset the deadline to allow a period of at least 30 days.

We look forward to hearing from you and ask that you copy all who we have copied.

Yours truly,

Joan Myles, Director
Lighthouse Realty Atlantic Inc.

On Dec 5, 2024, at 4:04 PM, Hines, Corey <Corey.Hines@doane.gt.ca> wrote:

You don't often get email from corey.hines@doane.gt.ca. Learn why this is important

To the creditors of Big Erics Inc:

Please find attached notice of a final distribution from Grant Thornton Limited (the "**Monitor**") in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings of Big Erics Inc. and Terra Nova Old Port Foods Inc.

The Monitor intends to make an application to the Supreme Court of Newfoundland and Labrador (the "**Court**") for a final distribution and to conclude these CCAA proceedings. A distribution is only eligible to creditors whom have a Priority Claim which would rank ahead of the secured claim of the Bank of Montreal. A Priority Claim is described further in the notice attached hereto. No distribution is eligible to the creditors of Terra Nova Old Port Foods Inc.

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Completed proof of claim forms, along with supporting documentation of the claim, can be sent via email to Corey Hines (Corey.Hines@doane.gt.ca) and Ben Chisholm (Ben.Chisholm@doane.gt.ca) or couriered to the Monitor's office at 1000-1675 Grafton Street, Halifax, NS B3J 0E9.

Regards,

Corey Hines, CPA, CIRP, LIT | Manager, Restructuring
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---

curtis dawe
LAWYERS

Gregory M. Smith, K.C.
gsmith@curtisdawe.com

September 16, 2024

Delivered by Email

Grant Thornton Limited (Monitor)
c/o Stewart McKelvey
Suite 1100, Cabot Place
100 New Gower Street
St. John's, NL A1C 6K3
Attention: Sara Scott (sscott@stewartmckelvey.com)

O'Keefe Sullivan
80 Elizabeth Avenue
St. John's, NL A1A 1W7
Attention: Darren D. O'Keefe (dokeefe@okeefesullivan.com)

Dear Counsel:

RE: Our Client: Lighthouse Realty Atlantic Inc.
Property: 99 Blackmarsh Road, St. John's, NL

We have been engaged by Lighthouse Realty Atlantic Inc. ("**LRAI**") to act on their behalf in the place and stead of Cox & Palmer and William Cahill in respect of the above referenced matter.

We write to enquire as to the status of your response to the demands and requests of LRAI as set out in a letter dated June 25, 2024 from Mr. Cahill to you. For reasons set out in that letter, LRAI is primarily looking to the Monitor to address those matters. Given the passage of time, our client requests a response within one week.

On other matters, we enclose a copy of a Statement of Claim by LRAI against 94747 Newfoundland & Labrador INC. ("**94747**") which we are in the process of serving.

We also have instructions to file a motion in the Big Erics CCAA proceeding to determine LRAI's claim against 94747 (being a related action) within the context of the CCAA proceeding. This is based on an understanding of a commonality of parties, claims, facts and issues between the two proceedings surrounding 94747's ownership of purchased Big Erics' assets in the CCAA proceeding which still remain at LRAI's Blackmarsh Road property.

We look forward to hearing from you.

CURTIS DAWE

Greg Smith

Gregory M. Smith, K.C.

2024 01G 4979

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN:	LIGHTHOUSE REALTY ATLANTIC INC.	PLAINTIFF
AND:	94747 NEWFOUNDLAND & LABRADOR INC.	DEFENDANT

STATEMENT OF CLAIM

The Parties

1. The Plaintiff, Lighthouse Realty Atlantic Inc. ("**LRAI**"), is a company incorporated under the laws of Newfoundland and Labrador, with a registered office located in the Province of Newfoundland and Labrador, and with address for service in this proceeding c/o Curtis Dawe, 11th Floor, 139 Water Street, P.O. Box 337, A1C 5J9, St. John's, NL.

2. The Defendant, 94747 Newfoundland & Labrador Inc. ("**94747**"), is a company incorporated under the laws of Newfoundland and Labrador, with a registered office located 70 Portugal Cove Road, St. John's, NL, A1B 2M3.

Nature of the Claim

3. LRAI is the owner of property and building located at 99 Blackmarsh Road, St. John's, NL (the "**Premises**").

4. At all relevant times, the Premises were leased to Big Erics Inc. ("**Big Erics**") by LRAI, and Big Erics operated a commercial venture out of the Premises under the terms of the relevant lease.

5. In July of 2023, Big Erics and an affiliate sought protection pursuant to proceedings commenced in the Supreme Court of Newfoundland and Labrador in Bankruptcy and

Insolvency (the "**Court**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 as amended (the **"CCAA**"). Since that time, Big Erics' operations, including those conducted at and from the Premises, have been subject to Orders Issued by the Court in such proceedings (the "**CCAA Proceedings**") and they have also been overseen by the Court appointed monitor, Grant Thornton Ltd. (the "**Monitor**").

6. As part of the CCAA Proceedings, a written asset purchase agreement was reached between Big Erics and 94747, and approved by the Court under the CCAA, for 94747 to purchase the assets of Big Erics (the "**Asset Sale**"), including all of Big Erics' tangible assets located at the Premises (the "**Purchased Assets**").

7. To facilitate the removal of all the Purchased Assets from the Premises upon the closing of the Asset Sale, in the context of the CCAA Proceedings, LRAI provided 94747 with an unwritten licence (the "**License**") to enter the Premises.

8. The terms of the Licence arose from a combination of the reasonable contractual expectation of the parties, typical commercial practices, and the agreement in the CCAA Proceedings for 94747's purchase of all Big Erics' tangible assets. Among other things, these terms called for the timely removal from the Premises by 94747 (prior to May 15, 2024) of all the Purchased Assets, and for 9474 to leave the Premises in a clean and orderly condition afterwards

9. Contrary to the terms of the Licence, 94747 failed to remove all of the Purchased Assets, having selectively left some of the Purchased Assets at the Premises.

10. During the asset removal process, 94747 caused damage to the Premises and generally left the Premises in a disorderly condition, which 94747 has failed to remediate or remedy.

11. When LRAI became aware of 94747's actions and inactions respecting the removal of the Purchased Assets, LRAI wrote to 94747 and demanded that the remaining Purchased Assets be removed and that the damage and disorderly conditions caused during the removal be remediated, with the Premises to be left in a clean and orderly condition.

12. To date, 94747 has failed to take responsibility or be accountable for its actions and failings in respect of its obligation to remove all of the Purchased Assets from the Premises.

13. Through their conduct in failing to remove all of the Purchased Assets from the Premises and in failing to leave the Premises in an orderly condition, 94747 breached the terms of the Licence (including the implied conditions), contrary to the reasonable contract expectations of the parties.

14. Unknown to LRAI at the time, 94747 used the Licence to only remove a selection of the Purchased Assets.

15. In doing so, 94747 failed to respect and abide by its corresponding obligations--under the License and the informal directions of the Court (see paragraph 38 herein), or that necessarily arose in the circumstances--to remove all of the Purchased Asset from the Preemies.

16. Under the terms of the Asset Sale, 94747 became the lawful owner of all of the Purchased Assets, including those assets which 94747 has failed to remove from the Premises.

17. The continued presence of the remaining Purchased Assets at the Premises constitutes the tort of trespass being committed by 94747 against LRAI. This is a continuing tort, with additional trespass occurring each day such Purchased Assets are left at the Premises.

18. LRAI seeks a mandatory injunction requiring 94747 to remove all of the Purchased Assets from the Premises, and an order in damages in relation to the damages caused by the breach of licence and trespass, including compensatory damages for LRAI's inability to rent the Premises while this trespass has been ongoing.

Background

19. LRAI and Big Erics entered into a lease effective as of November 1, 2019. The lease provided Big Erics with the right to occupy and utilize the Premises for a commercial purpose.

20. On or about July 18, 2023, Big Erics filed an application with the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency seeking protection pursuant to the CCAA. This application has been proceeding under Court File Number 2023 01G 3233.

21. LRAI is identified in the CCAA Proceedings as a creditor of Big Erics, but otherwise has no formal standing or involvement in the CCAA Proceedings.

22. Under the supervision of the Court in the CCAA Proceedings, Big Erics entered into an Asset Purchase Agreement with 94747 on or about April 12, 2024 (the "**APA**").

23. LRAI was not a party to the APA.

24. The Asset Sale under the APA came before the Court in the CCAA Proceedings on or about April 16, 2024.

25. By Order filed in the CCAA Proceedings on or about April 16, 2024, the APA and the underlying Asset Sale from Big Erics to 94747 were approved.

26. After the APA and the Asset Sale were approved, the transaction remained the subject of ongoing supervision by the Court and the Monitor in the CCAA Proceedings.

27. The Asset Sale under the APA formally closed on May 10, 2024.

28. Prior to the formal closing, 94747 exercised its right to elect and deem the lease of the Premises to be one of 2 "Excluded Contracts" under the APA and thereby elected not to retain any right to occupy or operate in the Premises.

29. Pursuant to its authority under the CCAA and the powers granted to them in the CCAA Proceedings, the Monitor appointed for Big Erics formally disclaimed the lease for the Premises, with an effective date of the disclaimer of June 1, 2024.

30. The date of June 1, 2024 was chosen by the Monitor to provide for the closing of the Asset Sale and to possibly allow 94747 to have an opportunity to access the Premises to remove the Purchased Assets. Subsequently, the Monitor directed 94747 to make arrangements with LRAI for removal of the Purchased Assets.

The Removal of Selected Purchased Assets

31. On May 8, 2024, 94747, through its legal counsel, emailed a representative of LRAI. This email referenced the pending closing of the APA between Big Erics and 94747. In this

email, 94747 requested confirmation that LRAI would not prevent 94747 from accessing the Premises up to June 1, 2024 for the purposes of "the orderly removal of the inventory and all other assets of BEI [Big Erics] from the leased premises".

32. By a response letter sent by legal counsel for LRAI, LRAI acknowledged that it would recognize 94747's interest in the Purchased Assets if the APA transaction closed.

33. However, LRAI also raised concern that Big Erics' rent was only paid to May 15, 2024, and that it was incumbent on 94747 to have the Purchased Assets removed by the closing date under the APA.

34. As stated in the response letter, this concern was driven by the following:

    a. there was no contractual lease arrangement between LRAI and 94747, as 94747 unilaterally elected not to assume the lease of the Premises; and

    b. as a result, there were no contractual obligations or indemnities owing to LRAI in relation to use and occupation of the Premises post-closing.

35. In the response letter, LRAI also acknowledged a continuing willingness to enter into an agreement whereby the lease for the Premises was assumed by 94747.

36. The lack of a formal arrangement was discussed as an issue at a hearing in the CCAA Proceeding on May 9, 2024.

37. LRAI was not present or otherwise represented at the May 9, 2024 hearing.

38. No formal order was made at the May 9, 2024 hearing, but there was a general discussion and the Court gave certain informal directions, as follows:

    a. 94747 was to be given access to the Premises; and

    b. 94747 was to make all possible efforts to remove all of the Purchased Assets in the period from May 10, 2024 (the closing date of the Asset Sale under the APA) and May 15, 2024 (the date to which Big Eric's had prepaid its rent pursuant to an Order of the Court).

39. Following the May 9, 2024 hearing, LRAI was informed of the hearing and the informal directions given by the Court at the hearing.

40. On May 11, 2024, counsel for LRAI provided counsel for Big Erics with a draft licence agreement.

41. The draft license agreement was a proposed tri-partite agreement between LRAI, Big Erics, and 94747 to formalize commercially reasonable arrangements between the three parties in relation to the Premises for the purposes of facilitating the orderly removal of all of the Purchased Assets by 94747. This arrangement arose out LRAI's understanding of the informal directions of the Court on May 9, 2024.

42. On May 14, 2024, counsel for 94747 sent counsel for LRAI a revised draft licence agreement.

43. Under the terms of the draft license agreement, 94747 was granted a licence to enter the Premises for the purpose of removing all of the Purchased Assets.

44. After receiving revisions proposed by 94747, the draft agreement provided, *inter alia*, that:

a. the Purchaser shall avail of the Permitted Use upon the Leased Premises in a professional, safe and orderly manner;

b. the Purchaser shall ensure that the Leased Premises are returned to their condition as they were found on the Closing Date; and

c. if an Event of Default shall occur, the Purchaser shall be liable to the Landlord and the Tenant for all legal fees and disbursements incurred or to be incurred in respect of the Event of Default on a "solicitor and own client" basis.

45. Following the Lease expiration on June 1, 2024, LRAI received return of the keys to the Premises from legal counsel to Big Erics, and later entered the Premises to inspect it.

46. Upon inspection, LRAI discovered that 94747 had failed to remove all of the Purchased Assets from the Premises, contrary to the terms of the License and the informal directions of the Court at the May 9, 2024 hearing.

47. Throughout the discussions regarding formalizing the terms of a written license agreement, 94747 did not tell LRAI about 94747's intention to remove only a selection of the Purchased Assets from the Premises and leave the remaining Purchased Assets for LRAI deal with to the detriment of LRAI.

48. Having completed its removal of only a selection of the of the Purchased Assets from the Premises and leaving the remaining Purchased Assets, 94747 ended discussions with LRAI regarding formalizing the terms of a written license agreement.

Demand for Removal

49. On June 7, 2024 LRAI, through its legal counsel, wrote to 94747, through its legal counsel, respecting the Purchased Assets left on the Premises.

50. In this correspondence, LRAI stated that Purchased Assets which were now owned by 94747 were left at the Premises, and that the Premises had not been left in a neat and orderly condition.

51. The correspondence extended an offer to allow 94747 to access the Premises to remove the remaining Purchased Assets and remediate the damage up to June 12, 2024.

52. The correspondence concluded that if 94747 did not remediate the issue themselves, that LRAI would consider the assets abandoned and that LRAI would then exercise its right to dispose of the Purchased Assets itself and pursue 94747 for the associated costs and damages.

53. Counsel for 94747 responded to this correspondence on June 12, 2024. In response, 94747 took the position that it was not the owner of the Purchased Assets left at the Premises as 94747 was (by their position) entitled to exclude the assets under the terms of the APA.

Liability of 94747

54. Pursuant to the terms of the APA, 94747 is the lawful owner of the Purchased Assets located on the Premises.

55. The actions, means and manner in which 94747 has failed to remove certain Purchased Assets, and the damage caused by 94747 in the course of removing certain other Purchased Assets has created liability for breach of licence and trespass.

Breach of Licence

56. 94747 had no inherent right to enter the Premises and remove the Purchased Assets following its election not to assume the lease of the Premises under the APA. It was necessary for 94747 to obtain a licence to enter the Premises and remove the Purchased Assets. LRAI provided 94747 with this licence in accordance with the informal direction of the Court and as it was mutually beneficial o both parties that the Purchased Assets be removed in an orderly and timely manner.

57. While a written licence agreement was ultimately not entered into, LRAI and 94747 did enter into an unwritten licence agreement. The terms of this agreement were shaped by the informal directions of the Court and the reasonable contractual and other expectations of the parties and usual commercial practices.

58. Under the terms of this licence agreement, 94747 was required to, *inter alia*,

a. remove all Purchased Assets from the Premises within the timeline provided; and

b. leave the Premises in reasonable clean and orderly condition and no less so than when they entered the Premises to remove the Purchased Assets, including to address all conditions arising and consequences of their removal.

59. While 94747 exercised its rights under the Licence to enter the Premises, they did not conform to the conditions arising or meet the obligations imposed on them by the Licence.

60. Specifically, 94747 failed to remove all of the Purchased Assets from the Premises and instead were unilaterally selective in only removing certain Purchased Assets.

61. 94747 also failed to leave the Premises in reasonable condition as required under the Licence. In the course of removing the subset of the Purchased Assets, 94747 disrupted and altered the Premises and caused damage to the Premises which has not been restored.

Trespass

62. Under the terms of the APA, 94747 is the owner of the remaining Purchased Assets.

63. There is no legal right for the remaining Purchased Assets to be located on the Premises.

64. As the owner of the remaining Purchased Assets, 94747 is liable at law for the trespass being committed by its ongoing failure to remove the remaining Purchased Assets from the Premises.

65. The trespass has been brought to the attention of 94747, but they have not taken any steps to remedy the issue.

Remedy and Damages

66. As a result of 94747's breach of licence and trespass, LRAI has suffered damages. These damages will continue to accrue until the breach of licence and trespass are rectified.

67. LRAI has suffered special damages, in an amount to be assessed at trial, for the loss of its ability to rent the Premises on a vacant and restored and tidy basis from June 1, 2024 onwards.

68. LRAI has suffered special damages, in an amount to be assessed at trial, for the cost to remediate the Premises.

69. Both the breach of licence and trespass are causing ongoing damage to LRAI. While damages for the cause of action can be assessed as of the date of trial, monetary

damages will not be a suitable remedy to address the continuing breach. As such, it is appropriate for this Court to also order a mandatory injunction that the breach of licence and trespass be terminated within a timeline established by the Court.

Relief

70. The Plaintiff therefore claims against Defendant as follows:

a. special damages for the loss of market rent, to be assessed at trial;

b. special damages for the cost of remediation to the Premises, to be assessed at trial;

c. a mandatory injunction that the Defendant, at it sole expense, remove all remaining Purchased Assets from the Premises within a timeline established by the Court; and

d. judgment interest pursuant to the *Judgment Interest Act*, RSNL 1990, c J-2; and

e. costs.

DATED at St. John's, Newfoundland and Labrador, this 9th day of September, 2024

Gregory M. Smith

CURTIS DAWE
Solicitors for the Plaintiff
Whose address for service is:
139 Water Street, 11th Floor
P.O. Box 337
St. John's, NL A1C 5J9
Per Gregory M. Smith, K.C.
Per: Shane R. Belbin

TO: **94747 Newfoundland& Labrador Inc.**
The Defendant
Registered Office
70 Portugal Cove Road
St. John's, NL
A1B 2M3

ISSUED at St. John's, in the Province of Newfoundland and Labrador, this 9th day of September, 2024.

Court Officer/Officer de Cour

2024 01G 4979

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN:	**LIGHTHOUSE REALTY ATLANTIC INC.**	**PLAINTIFF**
AND:	**94747 NEWFOUNDLAND & LABRADOR INC.**	**DEFENDANT**

NOTICE TO THE DEFENDANT

You are hereby notified that the plaintiff(s) may enter judgment in accordance with the statement of claim or such order as, according to the practice of the Court, the plaintiff is entitled to, without any further notice to you unless within **ten (10)** days, after service hereof upon you, you cause to be filed in the Registry of the Supreme Court of Newfoundland, at St. John's a defence and unless within the same time a copy of your defence is served upon the plaintiff(s) or the plaintiff(s) solicitor(s) at the plaintiff's solicitor(s) stated address(es) for service.

Provided that if the claim is for a debt or other liquidated demand and you pay the amount claimed in the statement of claim and the sum of $ (or such sum as may be allowed on taxation) for costs to the plaintiff(s) or the plaintiff(s) solicitors within days from the service of this notice upon you, then this proceeding will be stayed.

TO: **94747 Newfoundland& Labrador Inc.**
The Defendant
Registered Office
70 Portugal Cove Road
St. John's, NL
A1B 2M3

June 25, 2024

Delivered via Email

Grant Thornton Limited
c/o Stewart McKelvey
Suite 1100, Cabot Place
100 New Gower St.
St. John's, NL A1C 6K3
Attention: Sara Scott (sscott@stewartmckelvey.com)

Big Erics Inc.
c/o O'Keefe & Sullivan
80 Elizabeth Avenue
Suite 202
St. John's, NL A1A 1W7
Attention: Darren O'Keefe (dokeefe@okeefesullivan.com)

Dear Ms. Scott and Mr. O'Keefe:

Re: Our Client: Lighthouse Realty Atlantic Inc.
Property: 99 Blackmarsh Road, St. John's, NL

As you are aware, we are legal counsel to Lighthouse Realty Atlantic Inc. ("**LRAI**") and it is in that capacity that we write. Reference is made to the Form 4 disclaimer notice dated May 1, 2024 (the "**Notice**") provided by Big Erics Inc. ("**BEI**") and Grant Thornton Limited (the "**Monitor**") to LRAI. This correspondence is further to our letter of June 7, 2024 wherein we outlined certain breaches and/or failures to observe the terms and conditions of the lease between the Landlord and Tenant dated as of and from November 1, 2019 (the "**Lease**") by BEI and/or 94747 Newfoundland & Labrador Inc. (the "**Purchaser**") which remain uncured, namely (i) failure to timely remove all personal property located on the Premises (as such term is defined in the Lease) (excluding fixtures); (ii) failure to reinstate and repair alterations and damages it made to the Premises while removing certain personal property; and (iii) failure to clean and leave the Premises in a clean and orderly condition.

Firstly, notwithstanding BEI's failure to get the Purchaser to agree to conditions agreed between LRAI and BEI, to obtain the landlord's formal consent in accordance with the terms of the Lease, LRAI made all reasonable efforts to be cooperative and helpful to both BEI and the Monitor so as not to disrupt the closing of the asset purchase transaction between BEI and the Purchaser, including without limitation, working with BEI to enable the purchaser to have access to the Premises so as to remove all of assets purchased by the Purchaser (the "**Purchased Assets**"). However, as noted in our letter of June 7, 2024, upon LRAI re-entering the Premises on June 2, 2024 (being the day immediately following the termination date provided in the Notice), it found the state of the Premises to be, as reflected in the illustrative

William T. Cahill | Partner
Direct 709 570 5577 ***Main*** 709 738 7800 ***Fax*** 709 726 3156 ***Email*** wcahill@coxandpalmer.com
Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 1B6

photographs that were circulated at part of our previous correspondence, wholly unexpected, unacceptable and unfit for relet.

By letter dated June 12, 2024, counsel for the Purchaser has advised that the Purchaser has removed all Purchased Assets it deemed satisfactory and, as such, LRAI now demands, in accordance with the terms of the Lease, that BEI and/or the Monitor: (i) immediately remove all remaining personal property located on the Premises (excluding fixtures); (ii) reinstate and repair alterations and damages it made to the Premises during the term of the Lease including any damage to the Premises as the result of the removal of the Purchased Assets by the Purchaser or others on behalf of BEI or the Monitor; and (iii) clean and leave the Premises in a clean and orderly condition. Until such time as the Premises are returned to a state of vacant possession, where LRAI could immediately relet them, it is our view that BEI and its CCAA Estate is overholding and that the relevant provisions of the Lease continue in full force and effect, including without limitation, Section 2.5 thereof which provides for the payment of rent equal to the sum of one hundred and fifty percent (150%) of the monthly instalment of Basic Rent (as such term is defined in the Lease) and one-twelfth (1/12) of all Additional Rent (as such term is defined in the Lease).

Further, we note the following:

1) In allowing the Purchaser access to the Premises, LRAI was informed that the Monitor would have a representative present at the Premises to inspect and monitor the Purchaser's removal of the Purchased Assets and it was suggested that the Monitor may take photos or videos of the state of the Premises and Purchased Assets at that time. Can you advise if any such photos or videos were taken and, if so, we would kindly ask that you provide same to LRAI. Additionally, can you confirm whether the Monitor had a representative attend at the Premises to confirm the status of the removal of the Purchased Assets after the Purchaser completed the removal?

2) While LRAI acknowledges BEI's payment of Basic Rent to May 31, 2024, LRAI has not received: (i) any Additional Rent owing to and including June 1, 2024, without limitation, BEI's proportionate share of realty taxes, utilities, and insurance; or (ii) any Basic Rent or Additional Rent owing for June 1, 2024 (being the termination date specified in the Notice), or any of the foregoing classes of payments for the overholding period. These additional amounts are being calculated by LRAI's accountants and will be provided in due course for payment.

In practical terms, as LRAI understands that BEI has no employees or sources of funds, which are now under the direction and control of the Monitor as custodian of the BEI Estate, LRAI must look to the Monitor to address such matters.

We trust the above is satisfactory.

June 25, 2024

Yours very truly,

William T. Cahill

cc. Philip Clarke
cc. Joe Thorne
cc. Joan Myles
cc. Wayne Myles, KC

From:	Clarke, Phil
To:	"Chris Isnor"; Hines, Corey; Chisholm, Ben
Cc:	Angie Parlee; Wayne Myles; Joan Myles; dokeefe@okeefesullivan.com
Subject:	RE: Big Erics Inc. - Notice of Distribution
Date:	Monday, December 16, 2024 2:29:42 PM
Attachments:	image001.png image002.png

Chris:

The Monitor confirms receipt of your email below and request to reset the 30 days deadline to file a claim with the Monitor against BEI. Respectfully, the Monitor cannot agree to this request as the Stay of Proceedings expires on January 31, 2025. The Monitor must make an application before the stay expires and intends to make a distribution application in advance of the expiry of the stay of proceedings. The Monitor is of the view that an expeditious conclusion to these proceedings is in the best interest of the estate.

The Monitor issued that notice to all creditors on November 12, 2024 and also posted to the Monitor's case management website. In light of the postal strike which started November 15, 2015, the Monitor endeavored to send the notice by email as well to further provide service to creditors.

Given the Monitor plans to file materials by January 10, 2025, we would be happy to review any materials you have if received by January 6, 2025.

To be clear we have not referred to BMO as the sole secured creditor, just the first ranking secured creditor throughout the proceeding. We have obtained an independent security opinion on BMO's security based on materials provided by BMO. That review determined that BMO has a first ranking valid and enforceable security position. Beyond submitting additional materials to the Monitor (which you could have done and can do at any time), you are also free to prepare and file materials challenging the proposed distribution once filed by the Monitor. You will be served with that application.

Cheers,

Phil Clarke | Partner, Restructuring
Grant Thornton Limited
1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 420 7191
E Phil.Clarke@doane.gt.ca | **W** DoaneGrantThornton.ca

From: Chris Isnor <CIsnor@lawsoncreamer.com>
Sent: Friday, December 13, 2024 3:19 PM
To: Clarke, Phil <Phil.Clarke@doane.gt.ca>; Hines, Corey <Corey.Hines@doane.gt.ca>; Chisholm, Ben <Ben.Chisholm@doane.gt.ca>
Cc: Angie Parlee <AParlee@lawsoncreamer.com>; Wayne Myles <wayne@mylesandcompany.com>; Joan Myles <joan@mylesandcompany.com>; dokeefe@okeefesullivan.com
Subject: Re: Big Erics Inc. - Notice of Distribution

Thanks, Phil.

Appreciate the quick response.

Yours truly,

Chris

Get Outlook for Android

From: Clarke, Phil <Phil.Clarke@doane.gt.ca>
Sent: Friday, December 13, 2024 3:17:36 PM
To: Chris Isnor <CIsnor@lawsoncreamer.com>; Hines, Corey <Corey.Hines@doane.gt.ca>; Chisholm, Ben <Ben.Chisholm@doane.gt.ca>
Cc: Angie Parlee <AParlee@lawsoncreamer.com>; Wayne Myles <wayne@mylesandcompany.com>; Joan Myles <joan@mylesandcompany.com>; dokeefe@okeefesullivan.com <dokeefe@okeefesullivan.com>

Subject: RE: Big Erics Inc. - Notice of Distribution

Chris:

Received with thanks. We will review and get back to you as soon as possible.

Cheers,

Phil Clarke | Partner, Restructuring
Grant Thornton Limited
1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 420 7191
E Phil.Clarke@doane.gt.ca | **W** DoaneGrantThornton.ca

From: Chris Isnor <CIsnor@lawsoncreamer.com>
Sent: Friday, December 13, 2024 1:25 PM
To: Hines, Corey <Corey.Hines@doane.gt.ca>; Chisholm, Ben <Ben.Chisholm@doane.gt.ca>
Cc: Angie Parlee <AParlee@lawsoncreamer.com>; Wayne Myles <wayne@mylesandcompany.com>; Joan Myles <joan@mylesandcompany.com>; Clarke, Phil <Phil.Clarke@doane.gt.ca>; dokeefe@okeefesullivan.com
Subject: RE: Big Erics Inc. - Notice of Distribution

Good Afternoon Mr. Hines:

As you may know, we are legal counsel for the Mezzanine Debt Holders (represented by Imagination Capital Inc. (“**ICI**”) and Myles and Co. Inc. (“**MCI**”) in respect of the Estate of Big Erics Inc. (“**BEI**”). We are in receipt of your Notice of Distribution and understand you have set forth a deadline for proofs of claim for “eligible creditors whom have a Priority Claim which would rank ahead of the secured claim of the Bank of Montreal”. We note the deadline for these proofs of claim was set for eight (8) days following receipt of the notice (December 13, 2024).

With respect, ICI and MCI are also secured creditors of BEI. Furthermore, ICI and MCI have made it clear at various hearings before Justice MacDonald that they consider themselves to have priority over BMO in respect of certain assets of BEI and, accordingly, have given notice to the Monitor of this claim. Despite this, the Monitor continues to refer to BMO as the sole secured creditor of BEI. We write in part to clarify this for the Monitor.

Furthermore, we note that the timeline for submitting claims by December 13, 2024 does not provide ICI and MCI with adequate time to obtain accounting and sufficient legal advice on quantifying and articulating its priority claim. Again, ICI and MCI have made it known officially and on the record that it intends to challenge BMO’s priority as secured creditor. In our submission, eight (8) days for a response (only 6 of which are business days) is not common practice. Thirty (30) days is necessary for ICI and MCI to properly obtain the advice it requires and to submit a claim. Accordingly, ICI and MCI formally request that the Monitor reset the deadline to allow for a fulsome period of at least thirty (30) days for a claim to be submitted.

We look forward to hearing from you.

Yours truly,

Chris

From: Hines, Corey <Corey.Hines@doane.gt.ca>
Sent: Thursday, December 5, 2024 4:01 PM
To: Chisholm, Ben <Ben.Chisholm@doane.gt.ca>; Hines, Corey <Corey.Hines@doane.gt.ca>
Subject: Big Erics Inc. - Notice of Distribution

To the creditors of Big Erics Inc:

Please find attached notice of a final distribution from Grant Thornton Limited (the "**Monitor**") in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings of Big Erics Inc. and Terra Nova Old Port Foods Inc.

The Monitor intends to make an application to the Supreme Court of Newfoundland and Labrador (the "**Court**") for a final distribution and to conclude these CCAA proceedings. A distribution is only eligible to creditors whom have a Priority Claim which would rank ahead of the secured claim of the Bank of Montreal. A Priority Claim is described further in the notice attached hereto. No distribution is eligible to the creditors of Terra Nova Old Port Foods Inc.

Should you have a Priority Claim, the Monitor is requesting a proof of claim be filed with the Monitor **by no later than December 13, 2024**. A proof of claim form is also attached hereto. Only eligible Priority Claims submitted to the Monitor by December 13, 2024 will be included within the Monitor's distribution application to be filed with the Court.

Completed proof of claim forms, along with supporting documentation of the claim, can be sent via email to Corey Hines (Corey.Hines@doane.gt.ca) and Ben Chisholm (Ben.Chisholm@doane.gt.ca) or couriered to the Monitor's office at 1000-1675 Grafton Street, Halifax, NS B3J 0E9.

Regards,

Corey Hines, CPA, CIRP, LIT | Manager, Restructuring
Grant Thornton Limited
1000-1675 Grafton St | Halifax | NS B3J 0E9
T +1 902 491 7704 | **C** +1 902 399 6319
E Corey.Hines@doane.gt.ca | **W** DoaneGrantThornton.ca

Doane Grant Thornton

File Reference: SM019134.00035

Sara L. Scott
Direct Dial: 902.420.3363
sscott@stewartmckelvey.com

December 3, 2024

Via Electronic Mail

Phil Clarke
Doane Grant Thornton LLP
Nova Centre, North Tower
Suite 1000 – 1675 Grafton Street
Halifax, NS B3J 0E
Phil.Clarke@doane.gt.ca

Dear Phil:

Re: Big Erics Inc. - Security Review

We have reviewed the Bank of Montreal's (the "**Bank**") security package provided by Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc. ("**Terra Nova**" and collectively with BEI, the "**Companies**"). The results of our review are set out below.

Security and Documentation

We have reviewed the security agreements from Companies in favour of the Bank with respect to the credit facilities made available by the Bank to the Companies pursuant to an amended and restated letter of agreement dated March 31, 2021, as amended by amendment letter dated March 30, 2023 (collectively, the "**Letter Agreement**").

In connection with our review, we have examined an executed copy of each of the following loan and security documents (the "**Security Documents**"):

1. the Letter Agreement;
2. a general security agreement dated December 11, 2019 (the "**BEI GSA**") granting a security interest to the Bank in all the present and after-acquired personal property of BEI;
3. a general security agreement dated December 11, 2019 (the "**Terra Nova GSA**" and collectively with the BEI GSA, the "**GSAs**") granting a security interest to the Bank in all the present and after-acquired personal property of Terra Nova;
4. Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act, Agreement as to Loans and Advances and Security therefor, and Notice for Registration Under Sec. 427 of the Bank Act, from BEI in favour of the Bank, all dated December 13, 2019 (collectively, the "**BEI Bank Act Security**");
5. Application for Credit and Promise to Give Bills of Lading, Warehouse Receipts, or Security under Section 427 of the Bank Act, Agreement as to Loans and Advances and Security therefor, and Notice for Registration Under Sec. 427 of the Bank Act, from Terra Nova in favour of the Bank, all dated December 13, 2019 (collectively, the "**Terra Nova**

Bank Act Security" and collectively with the BEI Bank Act Security, the "**Bank Act Security**");

6. an assignment, postponement, and subordination agreement granted Lighthouse Capital Atlantic Inc. ("**LCA**") in favour of the Bank with respect of the obligations of BEI to LCA (the "**Postponemen**t").

The documents noted above appear to be security required under the Letter Agreement. We note the following with respect to the Security Documents:

- The affidavit of Martine Langlois refers to amendments to the Letter Agreement dated April 6, 2024, April 21, 2024 and June 21, 2023. These amendments have not been provided for review.

- Pursuant to amendment to Letter Agreement dated March 31, 2023, the parties agreed that the Bank Act Security is amended to be dated December 18, 2019.

Execution of Documents

The security appears to have been provided on the Bank’s standard forms. We have assumed that all signatures provided are genuine.

We have not been provided with any opinions, director’s resolutions, or officer’s certificates concerning the execution and delivery of the credit agreements and security documents. The Letter Agreement appears to have been executed on behalf of BEI and Terra Nova by Bill Barlett as Chief Financial Officer. The GSAs appear to have been executed by Wayne Miles as chairman.

Current records from the CBCA business registry list Joan Myles, Wayne Myles, and Nicole Myles Brook as the directors of 11533509 Canada Inc., which is the current name for BEI, and Joan Myles, Wayne Myles, and F. Hutson Myles as the directors of Terra Nova. Unless the Bank has received any information to suggest that more than one signature is required, or that any individual signing any of the documents had no authority to do so, the Bank would be entitled to presume that such party would have authority to sign such documents.

Based on the foregoing, we would conclude that the Bank’s loan and security documents are valid and enforceable against BEI and Terra Nova.

Personal Property Security Registrations

We have conducted searches against BEI, Terra Nova, and LCA under the *Personal Property Security Act* (Nova Scotia) (the “**NS PPSA**”), the *Personal Property Security Act* (Prince Edward Island) (the "**PEI PPSA**"), the *Personal Property Security Act* (New Brunswick) (the "**NB PPSA**"), and the *Personal Property Security Act* (Newfoundland and Labrador) (the "**NL PPSA**" and collectively with the NS PPSA, the PEI PPSA, and the NB PPSA, the "**PPSA**") and against the Companies under Section 427 of the *Bank Act* (Canada) as it relates to Nova Scotia (“**NS Bank Act**”), Prince Edward Island (the "**PEI Bank Act**"), New Brunswick (the "**NB Bank Act**") and Newfoundland and Labrador (the "**NL Bank Act**" and collectively with the NS Bank Act, the PEI Bank Act, and the NL Bank Act, the "**Bank Act**"), to determine whether the Bank’s security has been properly registered.

We note the following registrations against BEI in favour of the Bank under the NS PPSA, PEI PPSA, NB PPSA, and NL PPSA:

Nova Scotia	
Registration Number:	32169229
Registration Date:	December 6, 2019
Expiry Date:	December 6, 2024
Debtors:	Big Erics Inc.
Secured Parties:	Bank of Montreal
General Collateral:	A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.
General Collateral:	All of the Debtor's present and after-acquired personal property.
Prince Edward Island	
Registration Number:	5038210
Registration Date:	December 6, 2019
Expiry Date:	December 6, 2024
Debtors:	Big Erics Inc.
Secured Parties:	Bank of Montreal
General Collateral:	A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.
General Collateral:	All of the Debtor's present and after-acquired personal property.
New Brunswick	
Registration Number:	33081563
Registration Date:	December 6, 2019
Expiry Date:	December 6, 2024
Debtors:	Big Erics Inc.
Secured Parties:	Bank of Montreal
General Collateral:	A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.
General Collateral:	All of the Debtor's present and after-acquired personal property.
Newfoundland and Labrador	

Registration Number:	17516543
Registration Date:	December 06, 2019
Expiry Date:	December 06, 2024
Debtors:	BIG ERICS INC.
Secured Parties:	BANK OF MONTREAL
General Collateral:	A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.

These registrations in favour of the Bank are sufficient to perfect the security interest in favour of the Bank created under the BEI GSA. Please note that the registrations in favour of the Bank expire December 6, 2024.

The search revealed the following registrations under the PPSA against BEI and LCA in favour of other secured parties:

- One subsequent registration under the PPSA against BEI in favour of Wayne Myles and Joan Myles with respect to all the present and after acquired property of BEI. The Bank's security interest takes priority over this security interest, being the first in time to register.
- One registration under the NL PPSA against LCA in favour of Imagination Capital Inc. with respect to all the present and after acquired property of LCA.
- One registration under the NL PPSA against LCA in favour of Wayne Myles and Joan Myles with respect to all the present and after acquired property of LCA.

We also note the following registrations against Terra Nova in favour of the Bank under the NL PPSA:

Registration Number:	17516527
Registration Date:	December 06, 2019
Expiry Date:	December 06, 2024
Debtors:	TERRA NOVA OLD PORT FOODS INC.
Secured Parties:	BANK OF MONTREAL
General Collateral:	A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.

This registration in favour of the Bank is sufficient to perfect the security interest in favour of the Bank created under the Terra Nova GSA. Please note that there is no corresponding registration with respect to the Terra Nova GSA in Nova Scotia, Prince Edward Island, and

New Brunswick and the registration in Newfoundland and Labrador expires December 6, 2024.

The search revealed the following registrations against Terra Nova under the NL PPSA in favour of other secured parties:

- One subsequent registration against Terra Nova in favour of Wayne Myles and Joan Myles with respect to all the present and after acquired property of Terra Nova. The Bank's registration takes priority over this registration, being the first in time to register.
- One subsequent registration against Terra Nova in favour of CWB National Leasing Inc. with respect to serial numbered equipment. This registration takes priority over the Bank's registration, being first in time to register by serial number.
- One subsequent registration against Terra Nova in favour of Vendorlender Funding with respect to certain leased equipment. To the extent that this registration constitutes a properly constituted purchase money security interest, this registration has priority over the Bank’s prior registration

Our searches under the Bank Act also revealed the following registrations against BEI and Terra Nova:

- Registration Number 01325725 under the NL Bank Act against BEI in favour of the Bank.
- Registration Number 01325724 under the NL Bank Act against Terra Nova in favour of the Bank.
- Registration Number 01325687 under the NS Bank Act against BEI in favour of the Bank.
- Registration Number 01325726 under the NB Bank Act against BEI in favour of the Bank.
- Registration Number 01325727 under the PEI Bank Act against BEI in favour of the Bank.

There registrations are sufficient to perfect the security interest of the Bank created under the Bank Act Security. Please note that the Terra Nova Bank Act Security is only registered in Newfoundland and Labrador.

We note that the Postponement made by LCA includes an assignment (in favour of the Bank) by LCA of the amounts owing to them from BEI. Such assignment is a security interest under the PPSA and therefore may be the subject of a registration, if the Bank intends to create a perfected security interest in such assigned debts. A search against LCA did not reveal a registration in favour of the Bank regarding this assignment.

<u>Additional Searches</u>

Searches of the CBCA business registry confirm that BEI's current name is 11533509 Canada Inc and is a federal corporation with a registered office at 235 Water Street, St. John's NL A1C 1B6, Canada. Business registry searches in Nova Scotia, Prince Edward Island, New Brunswick and Newfoundland and Labrador confirm that BEI is extra-provincially registered in these provinces. BEI is currently not in good standing in Prince Edward Island, New Brunswick, and Newfoundland and Labrador.

Searches of the CBCA business registry confirm that Terra Nova is a federal corporation with a registered office at 235 Water Street, St. John's NL A1C 1B6, Canada. A search of the Newfoundland and Labrador business registry confirms that BEI is extra-provincially registered in Newfoundland and Labrador and is not in good standing.

Searches of the CBCA business registry confirm that LCA is a Newfoundland and Labrador corporation with a registered office at 235 Water Street, St. John's NL A1C 1B6, Canada. It is not in good standing.

Under the *Bankruptcy and Insolvency Act* (Canada), filing 51-2962147 was disclosed against Terra Nova and filing 51-2962148 against BEI. Both filings were taken up and continued under the *Companies Creditors' Arrangement Act* (Canada) as court file number 2023-01G-3233.

We received confirmation that, as of November 26, 2024, BEI and Terra Nova are not active policy holders with the Workers' Compensation Board of Nova Scotia. Searches in the WorkplaceNL database as of November 26, 2024 indicate that both BEI and Terra Nova are suspended with Workplace NL.

We have received confirmation that, as of November 26, 2024, BEI and Terra Nova are not subject to any determination by the Labour Standards Division, Department of Environmental and Climate Change, Newfoundland and Labrador.

<u>Conclusion</u>

As set out above, our opinion is that the Bank's security documents are first-ranking, valid and enforceable against BEI and Terra Nova.

Yours truly,

Sara Scott

Sara Scott
SLS/lms

2024 01T
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 an application by Bank of Montreal for an Order appointing Ernst and Young Inc. as Court-Appointed Receiver of Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc.("**TNOPFI**")

BETWEEN: **BANK OF MONTREAL**

APPLICANT

AND: **BIG ERICS INC.**

FIRST RESPONDENT

AND: **TERRA NOVA OLD PORT FOODS INC.**

SECOND RESPONDENT

AFFIDAVIT

I, **Martine Langlois**, of the Regional Municipality of Halifax, Province of Nova Scotia, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Account Manager with the Special Accounts Management Unit, Eastern Canada, of the Bank of Montreal ("**BMO**") in Halifax, Nova Scotia and as such have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief and in such case, I do verily believe the truth of my statements.

2. I am responsible for the management of the accounts with BMO for BEI and TNOPFI. BEI and TNOPFI are hereinafter collectively referred to as the "**Borrowers**".

Indebtedness to BMO

3. The Borrowers are indebted to BMO pursuant to certain credit facilities extended by BMO to the Borrowers as more particularly set forth at paragraph 6 in my Affidavit sworn on July 17, 2023, in the matter of the Borrowers under the *Companies Creditors Arrangement Act*, Court Nos. 24543 (TNOPFI) and 24544 (BEI).

4. As of March 5, 2024, the Borrowers are justly and truly indebted to BMO as follows (the "**Indebtedness**").

Credit Facility	**Principal**	**Interest**
Credit Facility #1 Non-revolving demand loan to TNOPFI under the Export Development Canada ("**EDC**") Business Credit Availability Program ("**BCAP**")	$1,200,000.00	$83,931.49
Credit Facility #2 Corporate Mastercard to BEI (subject to adjustment for unposted transactions)	$26,462.08	
Credit Facility #3 Operating Line to BEI	$4,186,841.19	$220,160.16
Operating Line to TNOPFI	$439,943.38	$30,414.95
Credit Facility #4 Non-revolving demand loan to BEI under the EDC BCAP	$3,200,000.00	$223,817.26
Professional Fees	$245,810.90	
TOTAL	**$9,299,057.55**	**$558,323.86**

5. BMO holds, *inter alia*, the following security (collectively, the "**BMO Security**") with respect to the Indebtedness:

<u>BEI</u>

a) Security Agreement dated December 11, 2019, charging all personal property of BEI and filed on December 6, 2019, and expiring December 6, 2024, pursuant to the *Personal Property Security Act* of the following Provinces:

Newfoundland and Labrador	Registration No. 17516543
Nova Scotia	Registration No. 32169229
New Brunswick	Registration No. 33081563
Prince Edward Island	Registration No. 5038210

Attached hereto as <u>Exhibit "A"</u> is a true copy of the Security Agreement dated December 11, 2019, executed by BEI in favour of BMO.

b) Security pursuant to Section 427 of the *Bank Act* (Canada) granted on December 18, 2019, as evidenced by Notice of Intention to Give Security under Section 427 registered with the Bank of Canada in the following Provinces and expiring December 31, 2024;

Newfoundland and Labrador	December 17, 2019 as Number 01325725
Nova Scotia	December 13, 2019 as Number 01325687

New Brunswick	December 17, 2019 as Number 01325726
Prince Edward Island	December 17, 2019 as Number 01325727

TNOPFI

a) General Security Agreement dated December 11, 2019, charging all personal property of TNOPFI and filed on December 6, 2019, and expiring December 6, 2024 pursuant to the *Personal Property Security Act* of the following Province:

Newfoundland and Labrador	Registration No. 17516527

Attached hereto as Exhibit "B" is a true copy of the General Security Agreement dated December 11, 2019, executed by TNOPFI in favour of BMO.

b) Security pursuant to Section 427 of the *Bank Act* (Canada) granted on December 18, 2019, as evidenced by Notice of Intention to Give Security under Section 427 registered with the Bank of Canada in Canada in Newfoundland and Labrador on December 17, 2019, as Number 01325724 and expiring December 31, 2024.

Offers submitted for BEI assets

6. On February 19, 2024, I was advised by George Kinsman, of Ernst & Young Inc. ("**EYI**") BMO's external financial advisor under the within proceedings pursuant to the *Companies Creditors Arrangement Act* (the "**CCAA proceedings**") that Mr. David Howe, of Noseworthy Chapman ("**SISP Advisor**") provided Mr. Kinsman with an offer under Phase 2 of the Sale and Investment Solicitation Process ("**SISP**") for the purchase of the assets of BEI. The offer dated February 16, 2024, ("**Offer-Feb. 16**") was submitted by a person on behalf of a newly incorporated company as purchaser ("**Purchaser**").

7. EYI has reviewed and analysed the Offer-Feb. 16 and provided BMO with a report dated March 8, 2024 which is attached to the Affidavit of George Kinsman filed in the within matter on a confidential basis with this Court.

8. On or about 3:44 pm, March 10, 2024, I received from the SISP Advisor a copy of an offer dated March 8, 2024 ("**Offer-March 8**") from a corporate entity. I was not aware that this Offer-March 8 would be presented after the Phase 2 Bid Deadline of February 16, 2024, or the deadline for the Selection of Successful Bidder of February 28, 2024.

9. EYI has provided BMO with a further report dated March 11, 2024, with its analysis of the Offer-March 8 which is attached to the Affidavit of Mr. Kinsman filed in the within matter on a confidential basis with this Court.

10. The reports of EYI dated March 8, 2024 and March 11, 2024, are collectively referred to as the "**EYI Reports**".

11. I have reviewed the Offer-Feb. 16, Offer-March 8 and the EYI Reports. BMO does not support any of these offers or the continuation of the SISP based on the analysis and conclusions set forth in the EYI Reports.

Receivership of BEI

12. I agree with the analysis of the EYI Reports that a receivership process is a better option for the creditors than a sale of the BEI assets under either the Offer-Feb. 16 or Offer-March 8.

13. Based on the foregoing, I verily believe that a receiver appointed by this Court is appropriate and necessary, including for the following reasons:

    (a) BMO does not support the financial terms of either the Offer-Feb. 16 or the Offer-March 8;

    (b) The SISP over the last 6 months has not resulted in an agreement that is better than a receivership process to pay the creditors of the Borrowers. According to the analysis of the EYI Reports, BEI has suffered financial losses since 2020 and throughout the CCAA proceedings to the detriment of BMO given that BEI is operating through the usage of BMO's credit facilities extended to BEI. I verily that BMO will be materially prejudiced unless immediate action is undertaken to protect and preserve the assets of BEI for its creditors. A receiver will more effectively deal with and sell the property of BEI in a manner that will maximize the value for the creditors of BEI;

    (c) The assets of BEI are located on leased property not owned by BEI and the assistance of the Court may be required to access and sell the assets of the Borrowers; and

    (d) EYI has previously raised concerns with the Monitor that certain pre-filing payments made by the Borrowers may be considered preference payments, as outlined in the Second Report of the Monitor filed under the CCAA proceedings. The Court's assistance may be required to deal with these alleged preferential payments.

14. The only party bearing a financial risk over the appropriate realization strategy (Offer versus receivership) is BMO with a debt due of over $9,857,000. Under either the Offer-Feb. 16 or Offer-March 8, there would be no proceeds of sale available to any other creditor of BEI. No other creditor will be prejudiced other than BMO by proceeding under a receivership because the offers received by BEI and the SISP have not resulted in any agreement or process that will pay any other creditors of BEI.

TNOPFI

15. I verily believe that it is no longer necessary for TNOPFI to continue under CCAA creditor protection or to continue use of the credit facilities extended by BMO for the following reasons:

    (a) TNOPFI is no longer operating, all staff have been terminated, and all of its assets have been sold, and TNOPFI is currently winding up its financial affairs;

(b) Any claims for WEPPA can be dealt with outside the CCAA proceedings;

(c) TNOPFI has no assets for which BMO can secure to support the continuation of an operating line and it is unreasonable to expect BMO to continue to fund the expenses without any security; and,

(d) The Offer-Feb. 16 and Offer-March 8 do not deal with TNOPFI. The continuation of TNOPFI serves no use or purpose under the SISP.

Lifting of the Stay Proceedings and Enforcement Process

16. I verily believe that the lifting of the stay of proceedings and the appointment of a receiver by this Court over the property and assets of BEI is necessary to immediately protect and preserve the property of BEI and to effectively deal with and sell the property in a manner that will maximize the value for the creditors.

17. I verily believe that the lifting of the stay of proceedings and the appointment of a receiver by this Court over the property and assets of TNOPFI is convenient and appropriate to conclude any remaining WEPPA claims, determine if there are any realizable assets remaining and to efficiently distribute any such assets.

18. Demand letters for repayment and the Notice of Intention to Enforce Security ("**Notice**") under section 244 of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") have not been issued to the Borrowers. It was the intention of BMO to issue demand and a Notice to TNOPFI on July 5, 2023, and that intention was conveyed to the Borrowers a meeting with the Borrowers on June 30, 2023. The demand for payment and Notice to BEI were withheld by BMO to allow the opportunity for BEI to continue with its private investment solicitation process to find a buyer or investment in the Borrowers.

19. Without prior notification to BMO, on July 3, 2023, the Borrowers filed a Notice of Intention to make a Proposal pursuant to section 50.4 of the BIA. The stay of proceedings continued upon the transition of the BIA insolvency process to the within CCAA proceedings.

20. I verily believe that the Borrowers are aware of BMO's intentions to require repayment throughout the CCAA proceedings in the event a transaction to sell the assets of BEI, acceptable to BMO, is not concluded, under the SISP. The giving of the Notice and the 10 days period under the Notice to the Borrowers for the Borrowers to arrange its affairs and pay BMO serves no practical purpose and BMO may incur further prejudice by any delays to enforce its security.

21. I am advised by Mr. Kinsman and do verily believe that EYI has given its consent to act as court-appointed receiver, if so, appointed by this Honourable Court.

Relief Sought

22. I make this Affidavit in support of BMO's application for an Order for the following:

a) to lift the stay of proceedings for the purpose of permitting BMO to pursue its rights and remedies against the Borrowers;

b) to dispense with the requirement for BMO to issue the Notice to the Borrowers pursuant to Section 244(1) of the BIA; and,

c) to permit BMO to apply to this Court for a court-appointed receiver over the assets, undertakings, and property of the Borrowers.

SWORN TO BEFORE ME at the Regional Municipality of Halifax, in the Province of Nova Scotia this 11 day of March, 2024)	Martine Langlois
A Notary Public in and for the Province of Nova Scotia	Martine Langlois

BENJAMIN R. DURNFORD
Notary Public in and for the
Province of Nova Scotia

TAB A

2024 01T
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 an application by Bank of Montreal for an Order appointing Ernst and Young Inc. as Court-Appointed Receiver of Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc.("**TNOPFI**")

B
ETWEEN: **BANK OF MONTREAL**

APPLICANT

AND: **BIG ERICS INC.**

FIRST RESPONDENT

AND: **TERRA NOVA OLD PORT FOODS INC.**

SECOND RESPONDENT

This is **Exhibit "A"** of the Affidavit of Martine Langlois
sworn to before me this 11 day of March,2024

A Notary Public in and for the Province of
Nova Scotia

BENJAMIN R. DURNFORD
Notary Public in and for the
Province of Nova Scotia

#43509381.1

BMO Bank of Montreal

Nova Scotia Personal Property Security Act Security Agreement

SECURITY AGREEMENT

The undersigned BIG ERICS INC. (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for all present and future indebtedness of the Debtor to the Bank and interest thereon and for the repayment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Nova Scotia) insofar as it affects personal property located in Nova Scotia.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations

96 Glencoe Drive, Mount Pearl, NL; Mill Road, Corner Brook, NL; 171 John Savage Ave, Dartmouth, NS; 15 Mount Royal Blvd., Moncton, NB; 117 Rundle St., Stellarton, NS; 49-51 James Lane, St. John's NL; 99 Blackmarsh Road, St. John's NL

2. The Debtor hereby:

(a) mortgages and charges to the Bank as and by way of a fixed and specific mortgage and charge, and grants to the Bank a security interest in, all its present and future equipment and any proceeds therefrom, including, without limiting the generality of the foregoing, all fixtures, plant, machinery, tools and furniture now or hereafter owned or acquired or in respect of which the Debtor has rights now or in the future and any equipment specifically listed or otherwise described in any Schedule hereto

(b) mortgages and charges to the Bank, and grants to the Bank a security interest in, all its present and future inventory and any proceeds therefrom, including, without limiting the generality of the foregoing, all raw materials, goods in process, finished goods and packaging material and goods acquired or held for sale or furnished or to be furnished under contracts of rental or service;

(c) assigns, transfers and sets over to the Bank and grants to the Bank a security interest in, all its present and future intangibles and any other proceeds therefrom, including, without limiting the generality of the foregoing, all its present and future accounts, accounts receivable, contract rights and other choses in action of every kind or nature now due or hereafter to become due, including insurance rights arising from or out of the assets referred to in sub-clauses (a) and (b) above;

(d) grants, mortgages, charges, transfers and assigns to the Bank a security interest in, all its present and future chattel papers, documents of title, instruments, money and securities, and any proceeds therefrom; and

(e) charges in favour of the Bank as and by way of a floating charge its undertaking and all its property and assets, real and personal, movable or immovable, of whatsoever nature and kind, both present and future (other than property and assets validly held or subjected to a security interest or a specific mortgage, charge or assignment provided for in sub-clauses (a), (b), (c) or (d) above and to the exceptions hereinafter contained). For the purpose of this Security Agreement, the equipment, inventory, intangibles, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". Without limiting the generality of the description of Collateral as set out in this clause 2, and for greater certainty, the Collateral shall include all present and future personal property of the Debtor of the type described in any Schedule attached hereto. The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachments of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as any purchaser of such term of years shall direct. There shall also be excluded from the security created by this Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles referred to in sub-clause (c) of clause 2 above or any proceeds arising from the collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the

Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to in sub-clauses (a), (b) and (c) of clause 2 hereof and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank..

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall promptly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

(a) the Debtor shall default under any of the Obligations;

(b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

(c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

(d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor; or

(e) the Debtor shall cease to carry on business.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

In addition, the Bank may enter upon the applicable premises and lease or sell the whole or any part or parts of the Collateral. The Debtor agrees that considering the nature of that part of the Collateral that is not perishable it will be commercially reasonable to sell such part of the Collateral:

(a) as a whole or in various lots;

(b) by a public sale or call for tenders by advertising such sale once in a local daily newspaper at least seven (7) days before such sale; and

(c) by private sale after the receipt by the Bank of at least two offers from prospective purchasers who may include persons related to or affiliated with the Debtor or other customers of the Bank.

Any such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Bank in its sole discretion may seem advantageous and such sale may take place whether or not the Bank has taken possession of such property and assets.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements on a solicitor and client basis and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Nova Scotia), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its

meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

19. The Debtor hereby:

(a) acknowledges receipt of a copy of this Security Agreement; and

(b) waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 11th of December, 2019

(Company Name)
BIG ERICS INC.

Name: WAYNE MYLES
Title: chairman

Schedule

A security interest is taken in all present and after acquired personal property of the debtor, and all proceeds thereof.

CORPORATE AUTHORIZING RESOLUTION

"WHEREAS it is in the interests of BIG ERICS INC. (the "Company") to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Vice-President of the Company may agree;

2. The Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. The execution by the President or a Vice-President of the Company of the said security agreement shall be conclusive proof of his/her agreement to any amendments, alterations or additions incorporated therein; and

4. The President and the Vice-President of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

I am the Executive Chairperson of BIG ERICS INC. and I hereby certify that:

1. The foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 11th day of December, 2019

2. The attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officer of the Company under its corporate seal; and

3. The resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the

directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company.

(The Company is subject to the Companies Act (Nova Scotia) and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Companies Act.).

Executive Chairperson

TAB B

2024 01T
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 an application by Bank of Montreal for an Order appointing Ernst and Young Inc. as Court-Appointed Receiver of Big Erics Inc. ("**BEI**") and Terra Nova Old Port Foods Inc.("**TNOPFI**")

BETWEEN: **BANK OF MONTREAL**

APPLICANT

AND: **BIG ERICS INC.**

FIRST RESPONDENT

AND: **TERRA NOVA OLD PORT FOODS INC.**

SECOND RESPONDENT

This is **Exhibit "B"** of the Affidavit of Martine Langlois
sworn to before me this 11 day of March,2024

Notary Public in and for the Province of
Nova Scotia

BENJAMIN R. DURNFORD
Notary Public in and for the
Province of Nova Scotia

#43509381.1

BMO Bank of Montreal

Bank of Montreal Personal Property Security Act (Newfoundland)

GENERAL SECURITY AGREEMENT

The undersigned **TERRA NOVA OLD PORT FOODS INC.** (hereinafter called the "Debtor") hereby enters into this Security Agreement with Bank of Montreal (hereinafter called the "Bank") for valuable consideration and as security for all present and future indebtedness of the Debtor to the Bank and interest thereon and for the repayment and discharge of all other present and future liabilities and obligations, direct or indirect, absolute or contingent, of the Debtor to the Bank (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "Obligations"). This Security Agreement is entered into pursuant to and is governed by the Personal Property Security Act (Newfoundland) insofar as if affects personal property located in Newfoundland.

1. The Debtor hereby represents and warrants to the Bank that it has assets at the following locations in Newfoundland.

   49 James Lane, PO Box 1418
   St. John's, NL
   A1C 5N8

2. The Debtor hereby mortgages, charges, assigns and transfers to the Bank, and grants to the Bank a security interest in, all the Debtor's right, title and interest in and to all presently owned or held and after acquired or held personal property, assets and undertakings of the Debtor (other than real property), of whatever nature and kind and wheresoever situate and all proceeds thereof and therefrom including, without limiting the generality of the foregoing:

(a) **Equipment**: all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles, vessels and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing including any equipment specifically listed or otherwise described in any schedule annexed hereto (all of which is herein collectively called the "Equipment");

(b) **Inventory**: all inventory of the Debtor, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing including any goods which may be listed on any schedule annexed hereto (all of which is herein collectively called the "Inventory");

(c) **Accounts**: All debts, accounts, claims, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers, and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, monies and choses in action or any part thereof including any insurance rights arising from or out of any of the assets referred to in this Security Agreement (all of which are hereinafter collectively called the "Accounts");

(d) **Other Personal Property**: all documents of title, chattel paper, instruments, securities and money, and all other goods of the Debtor that are not Equipment, Inventory or Accounts;

(e) **Intangibles**: all contractual rights, licenses, goodwill, patents, trade marks, trade names, copyrights, and other intellectual property of the Debtor, client lists, client records, client files, all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all intangible property of the Debtor which is not Accounts, chattel paper, instruments, documents of title, securities or money;

(f) and the Debtor charges in favour of the Bank as and by way of a floating charge, its undertaking and all its property and assets, real and personal, moveable or immovable, of whatsoever nature and kind, both present and future (other than property and assets validly held or subjected to a security interest or a specific mortgage, charge or assignment hereinbefore provided for) and for greater certainty, the Debtor acknowledges that the floating charge created hereby shall attach immediately upon the Debtor acquiring an interest in the property described.

For the purpose of this General Security Agreement, the Equipment, Inventory, Intangibles, Accounts, undertaking and all other property and assets of the Debtor referred to in this clause 2 are hereinafter sometimes collectively called the "Collateral". The Debtor agrees that it shall promptly advise the Bank in writing of any acquisition of personal property which is not of the type herein described. The Debtor agrees to execute and deliver from time to time, at its own expense, amendments to this General Security Agreement or additional security agreements, which may be reasonably required by the Bank to ensure attachments of security interests in such personal property.

3. The Collateral is on the date hereof primarily situate or located at the location(s) set out in clause 1 hereof but may from time to time be located at other premises of the Debtor. The Collateral may also be located at other places while in transit to and from such locations and premises; and the Collateral may from time to time be situate or located at any other place when on lease or consignment to any lessee or consignee from the Debtor.

4. It is hereby declared that the last day of any term of years reserved by any lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Debtor, is hereby or shall be excepted out of the mortgages, charges and security interests hereby created, but the Debtor shall stand possessed of the reversion of one day remaining in the Debtor in respect of any such term of years, for the time being demised, as aforesaid upon trust to assign and dispose of the same as the Bank shall direct. There shall also be excluded from the security created by this

Security Agreement any property of the Debtor that constitutes consumer goods for the personal use of the Debtor.

5. The Debtor shall not without the prior written consent of the Bank sell or dispose of any of the Collateral other than that described in sub-clause (b) of clause 2 above which may be sold only in the ordinary course of business and for the purpose of carrying on the same; and if the amounts of any of the intangibles or accounts referred to in sub-clause (c) or (e) of clause 2 above or any proceeds arising from the collateral described in sub-clauses (a) and (b) of clause 2 above shall be paid to the Debtor, the Debtor shall receive the same as agent of the Bank and forthwith pay over the same to the Bank. The Debtor shall not without the prior written consent of the Bank create any liens upon or assign or transfer as security or pledge or hypothecate as security or create a security interest in the Collateral except to the Bank. The Debtor agrees that the Bank may require any account debtor of the Debtor to make payment to the Bank and the Bank may take control of any proceeds referred to herein and may hold all amounts received from any account debtors and any proceeds as cash collateral as part of the Collateral and as security for the Obligations of the Debtor to the Bank.

6. The Debtor shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all and singular every such further acts, deeds, transfers, assignments, security agreements and assurances as the Bank may reasonably require for the better granting, transferring, assigning, charging, setting over, assuring and confirming unto the Bank the property and assets hereby mortgaged and charged or subjected to security interests or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, transfer, assign or subject to a security interest in favour of the Bank and for the better accomplishing and effectuating of this Security Agreement.

7. The Debtor shall at all times have and maintain insurance over the Collateral against risks of fire (including so-called extended coverage), theft, and such other risks as the Bank may reasonably require in writing, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to the Bank. The Debtor shall promptly pay all premiums and other sums payable for maintaining such insurance and shall cause the insurance money thereunder to be payable to the Bank as its interest hereunder may appear and shall, if required, furnish the Bank with certificates or other evidence satisfactory to the Bank of compliance with the foregoing insurance provisions.

8. The Debtor shall at all times upon request by the Bank furnish the Bank with such information concerning the Collateral and the Debtor's affairs and business as the Bank may reasonably request, including lists of

inventory and equipment and lists of accounts and accounts receivable showing the amounts owing upon each account and securities therefor and copies of all financial statements, books and accounts, invoices, letters, papers and other documents in any way evidencing or relating to the account.

9. The Debtor shall be in default under this Security Agreement upon the occurrence of any one of the following events:

   (a) the Debtor shall default under any of the Obligations;

   (b) the Debtor shall default in the due observance or performance of any covenant, undertaking or agreement heretofore or hereafter given to the Bank, whether contained herein or not and including any covenant or undertaking set out in any Schedule to this Security Agreement;

   (c) an execution or any other process of any court shall become enforceable against the Debtor or a distress or analogous process shall be levied upon the property of the Debtor or any part thereof;

   (d) the Debtor shall become insolvent or commit an act of bankruptcy, or make an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition shall be filed or presented against the Debtor and not be bona fide opposed by the Debtor;

   (e) the Debtor shall cease to carry on business or a receiver, receiver and manager or receiver-manager of all or any part of the Collateral is appointed;

   (f) without the prior written consent of the Bank, the Debtor creates or permits to exist any charge, encumbrance or lien on or claim against or any security interest in, any of the Collateral which ranks or could in any event rank in priority to or pari passu with any security interest created by this Security Agreement;

   (g) the holder of any other charge, encumbrance or lien on or claim against, or security interest in, any of the Collateral does anything to enforce or realize on such charge, encumbrance, lien, claim or security interest;

   (h) if the Debtor enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement with any other person or an order is made or an effective resolution is passed for the winding up of the Debtor, or if the Debtor is an individual, he or she dies or is declared incompetent by a Court of competent jurisdiction; or

(l) the Bank in good faith believes and there are commercially reasonable grounds to believe that the prospect of payment or performance of any of the Obligations is impaired or that any of the Collateral is or is about to be placed in jeopardy.

10. Upon any default under this Security Agreement, the Bank may declare any or all of the Obligations to be immediately due and payable and may proceed to realize the security hereby constituted and to enforce its rights by entry; or by the appointment by instrument in writing of a receiver or receivers of the subject matter of such security or any part thereof and such receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Bank or not, and the Bank may remove any receiver or receivers so appointed and appoint another or others in his or their stead; or by proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof; or by any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Debtor. Any such receiver or receivers so appointed shall have power to take possession of the Collateral or any part thereof and to carry on the business of the Debtor, and to borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor, and to further charge the Collateral in priority to the security constituted by this Security Agreement as security for money so borrowed, and to sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as he shall determine. In exercising any powers any such receiver or receivers shall act as agent or agents for the Debtor and the Bank shall not be responsible for his or their actions.

Without prejudice to the ability of the Bank to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of the Collateral by the Bank which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

(i) the Collateral may be disposed of whether or not the Bank has taken possession thereof;

(ii) the Collateral may be disposed of in whole or in part;

(iii) the Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;

(iv) any purchaser or lessee of the Collateral may be a customer of or related person to the Bank;

(v) a disposition of the Collateral may be on such terms and conditions as to credit, deferred payment or otherwise as the Bank, in its sole discretion, may deem advantageous;

(vi) the Bank may establish an upset or reserve bid or price in respect of the Collateral; and

(vii) the Bank may buy in, rescind or vary any contract for the disposition of the Collateral and may dispose of any Collateral again without being obligated to account or answer for any gain or loss occasioned thereby.

If the amounts realized from the disposition of the Collateral are not sufficient to pay the obligations in full, the Debtor will immediately pay to the Bank the amount of any such deficiency.

No remedy for the realization of the security hereof or for the enforcement of the rights of the Bank shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "receiver" as used in this Security Agreement includes a receiver and manager.

11. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Bank may see fit, and the Bank shall at all times and from time to time have the right to change any appropriation as the Bank may see fit.

12. The Debtor agrees to pay all reasonable expenses, including solicitor's fees and disbursements on a solicitor and client basis and the remuneration of any receiver appointed hereunder, incurred by the Bank in the preparation, perfection and enforcement of this Security Agreement, including all expenses incurred by the Bank and its agents to put into place and confirm the priority of any security interest in this Security Agreement and the payment of such expenses shall be secured hereby.

13. The Bank may waive any default herein referred to; provided always that no act or omission by the Bank in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom.

14. The Debtor acknowledges that value has been given, that the Debtor has rights in the Collateral and that the parties have not agreed to postpone the time for attachment of any security interest in this Security Agreement including a security interest created by any floating charge.

15. The security hereof is in addition to and not in substitution for any other security now or hereafter held by the Bank and shall be general and continuing security notwithstanding that the Obligations of the Debtor shall at any time or from time to time be fully satisfied or paid.

16. Nothing herein shall obligate the Bank to make any advance or loan or further advance or loan or to renew any note or extend any time for payment of any indebtedness or liability of the Debtor to the Bank.

17. This Security Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Debtor and the Bank.

18. This Security Agreement is a security agreement within the meaning of the Personal Property Security Act (Newfoundland), unless the context otherwise requires. The word "Debtor", the personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such

words are used depending upon whether the Debtor is one or more individuals, corporations or partnerships and if more than one, shall apply and be binding upon each of them severally. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, where the Debtor is a partnership, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners.

19. The Debtor hereby:

(a) acknowledges receipt of a copy of this Security Agreement; and

(b) waives all rights to receive from the Bank a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Security Agreement.

IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor on the 11th of December, 2019.

TERRA NOVA OLD PORT ~~FOODS INC~~

By: [signature]
Name: Wayne Myles
Title: Chairman

® Registered trade-marks of Bank of Montreal

Schedule

{If no list of equipment is to be attached to the General Security Agreement insert "Nil". If equipment is to be specifically charged under clause 2(a) of the General Security Agreement, list it in this Schedule with Serial Numbers and attach the Schedule to the General Security Agreement}

Enter list of specific security OR NIL

NIL

CORPORATE AUTHORIZING RESOLUTION

"WHEREAS it is in the interests of TERRA NOVA OLD PORT FOODS INC. (the "Company") to enter into a security agreement with the Bank of Montreal as security for its present and future obligations to the Bank of Montreal and therein mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Company do enter into, execute and deliver to the Bank of Montreal a security agreement substantially in the form of the draft security agreement presented to the directors, subject to such alterations, amendments or additions to which the President or a Director of the Company may agree;

2. The Company do mortgage, charge, assign and otherwise transfer and encumber and grant security interests in all its present and future equipment, inventory, intangibles, undertaking and other property and assets as security for its present and future obligations to the Bank of Montreal, all as provided in the said draft security agreement;

3. The execution by the President or a Director of the Company of the said security agreement shall be conclusive proof of his/her agreement to any amendments, alterations or additions incorporated therein; and

4. The President and a Director of the Company be and they are each alone hereby authorized to execute and deliver the security agreement aforesaid on behalf of the Company and each of the officers of the Company are hereby authorized to execute all such other documents and writings and to do such other acts and things as may be necessary for fulfilling the Company's obligations under the said security agreement."

CERTIFICATE

I am the Executive Chairperson of TERRA NOVA OLD PORT FOODS INC. and I hereby certify that:

1. The foregoing is a true copy of a resolution duly and properly passed or consented to by the board of directors of the said Company on the 11th day of December, 2019.

2. The attached Security Agreement is in the form of the draft security agreement referred to in the resolution and has been duly and properly executed by the proper officer of the Company; and

3. The resolution was passed at a meeting duly called and held on the date aforesaid and at which a quorum of the directors was present throughout the meeting, all the directors having received proper notice of the meeting or waiving such notice in accordance with the by-laws of the Company.

({or where applicable}-) the Company is subject to the Corporations Act (Newfoundland) and the resolution was consented to by the signatures of all the directors of the Company on the date aforesaid in accordance with the Corporations Act).

Executive Chairperson

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 (TNOPFI)
51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

SUPPLEMENTAL AFFIDAVIT

I, **Martine Langlois**, of the Regional Municipality of Halifax, Province of Nova Scotia, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am a Senior Account Manager with the Special Accounts Management Unit, Eastern Canada, of the Bank of Montreal ("**BMO**") in Halifax, Nova Scotia and as such have personal knowledge of the matters hereinafter deposed to except where stated to be based upon information and belief and in such case, I do verily believe the truth of my statements.

2. I am responsible for the management of the accounts with BMO for BEI and TNOPFI. BEI and TNOPFI are hereinafter collectively referred to as the "**Borrowers**".

Subordination and Postponement of Mezzanine Loans

3. The Borrowers are indebted to BMO pursuant to various credit facilities as set out in my Affidavit sworn to July 17, 2023 on file in the within matter, including under a Letter of Agreement Amendment and Restatement dated March 31, 2021 ("**Letter of Agreement-March 31, 2021**") as amended by Letter of Agreement-Amendment dated March 21, 2023, Letter of Agreement-Amendment dated March 30, 2023, Letter of Agreement-Amendment dated April 6, 2023, Letter of Agreement-Amendment dated April 21, 2023, and Letter of Agreement-Amendment dated June 21, 2023 . A true copy of the Letter of Agreement March 31, 2021, is attached hereto as Exhibit "A".

4. I have read the Affidavit of Joan Myles sworn to March 15, 2024 (the "**Myles Affidavit**").

5. The letter of Mr. Anthony Tam, solicitor for BMO dated April 21, 2023 (Exhibit "D" to the Myles Affidavit), and Mr. Tam's letter of June 21, 2023 (Exhibit "F" to the Myles Affidavit), to the Borrowers were sent in relation to the efforts of BMO and the Borrowers to amend and restate the credit facilities under the Letter of Agreement-March 31, 2021. The Borrowers required additional credit due to their worsening financial condition, but they did not satisfy the financial requirements for additional credit. The amending letters in April and June 2023 described in the Myles Affidavit were necessary to adjust the Margin Limits to enable continued extension of credit.

6. On April 6, 2023, BMO presented to the Borrowers a draft Restated and Amended Credit Agreement referred to in Mr. Tam's letter to restate and amend the credit terms under the Letter of Agreement-March 31, 2021, to enable the continuation of credit to the Borrowers while it sought to find an investor under their private investment solicitation process. The Borrowers did not agree to sign this draft Restated and Amended Credit Agreement, but BMO continued to extend credit to the borrowers nevertheless, with the view of working out the repayment of the indebtedness by finding an investor.

7. The reference in Mr. Tam's letter of April 21, 2023, to the requirement for a subordination and postponement of the mezzanine loan composed of $1,449,745 by Lighthouse Capital Realty Inc. and $350,000 by Myles & Company was not a new security requirement of BMO under the terms of lending. It was included as security agreements held by BMO and listed as item 11 at page 8 of the Letter of Agreement-March 31, 2021 attached hereto Exhibit "A", as the "*Subordination & postponement of inter-company debt in the amount of $1,800,000 signed by Lighthouse Capital Atlantic Inc.*" This agreement entitled, "Assignment, Postponement, and Subordination" was originally provided by Lighthouse Capital Atlantic Inc. under a prior credit agreement extended by BMO to the Borrowers dated November 17, 2020, which was restated and amended by the Letter of Agreement-March 31-2021. A true copy of this Assignment, Postponement and Subordination dated November 20, 2020, by Lighthouse Capital Atlantic Inc. is attached hereto as Exhibit "B".

8. I verily believe that Ms. Myles has taken the subordination and postponement of the Mezzanine Debt Facility out of context. The subordination and postponement required and obtained under the Letter of Agreement-March 31, 2021 was to address the lending restrictions under the credit facilities extended by BMO to the Borrowers under the Export Development Canada BCAP loans program (described as Credit Facility No.1 and Credit Facility No.4 at paragraph 4 to my Affidavit sworn to on March 11, 2024 filed in the within matter) when such credit facilities were extended to the Borrowers under the BMO credit agreements dated November 17, 2020 for BEI and dated March 31, 2021 for TNOPFI as described in my Affidavit sworn to July 17, 2023 filed in the within matter.

9. The Mezzanine Debt Facility is inter-company debt because of the related connections among the Mezzanine Lenders and the Borrowers through Wayne Myles and Joan Myles. As a part of the loan application process, BMO received from Wayne Myles and Joan Myles documentation confirming various relations and connection among the Borrowers and them, e.g. beneficial shareholdings. The repayment of related loans debt would have been offside the BCAP lending restrictions respecting inter-company and related debt, so the repayment of the Mezzanine Debt Facility from the cash flows of the Borrowers were required to be subordinated to the repayment of the loans under the Export Development Canada Business Credit Availability Program ("**BCAP**") loans program.

10. The request as referenced in Mr. Tam's letters described above was for a subordination and postponement of the Mezzanine Lenders' loans to address the change in the names of the Mezzanine Lenders after it was determined that the Mezzanine Lenders consisted of Lighthouse Capital Realty Inc. and Myles & Company as disclosed at Note 9, at page 11 in the Non-Consolidated Financial Statements of BEI for the year ended December 31, 2021 ("**BEI Financial Statements December 31, 2021**") provided by BEI to BMO. A true copy of page 11 to the BEI Financial Statements December 31, 2021, is attached hereto as Exhibit "C".

11. BMO included this request for a subordination and postponement as a security requirement in the draft Restated and Amended Credit Agreement presented on April 6, 2023, to the Borrowers and referenced in Mr. Tam's letters. This request included a confirmation of the inter-company debt as $1,449,745 by Lighthouse Capital Realty Inc. and $350,000 by Myles & Company.

12. The subordination and postponement of the Mezzanine Debt Facility was not required because BMO required the security of the Mezzanine Lenders to be subordinated for security priority reasons or any concerns that BMO had with the priority of its security. BMO's security was already registered first in time to the security filings for the Mezzanine Debt Facility and it had the written agreement and confirmations that the Mezzanine Debt Facility was a subordinated loan as discussed in the following parts of this my Affidavit.

Priority of BMO Security

13. Wayne Myles and Joan Myles, act as collateral agents to the Mezzanine Lenders as described in the Loan Agreement for the Mezzanine Debt Facility (Exhibit "A" to the Myles Affidavit).

14. The subordination and postponement of the Mezzanine Debt Facility and security granted therefore, were confirmed from the outset of the lending relationship between BMO and Borrowers. Attached hereto as Exhibit "D" is a true copy of a letter December 20, 2019, to BMO signed by Wayne Myles and Joan Myles, as collateral agents for the Mezzanine Lenders ("**Myles Subordination**") wherein they stated that advances in multiple tranches between $500,000 and $1,500,000, through one or more of their corporate entities, would be advanced to the Borrowers and defined the advances as the "Subordinated Loan". The Myles Subordination confirmed that, "*the GSA security would be registered post the GSA security held by BMO and therefore structurally subordinated.*"

15. By e-mail of February 18, 2020, from Wayne Myles to Ryan Gillcash of BMO, Cc'd to Joan Myles, Mr. Myles confirmed again the subordination of the Mezzanine Debt Facility and that BMO's security ranks first in priority. A true copy of this e-mail is attached hereto as Exhibit "E". Mr. Myles stated:

Thanks for the prompt consent Ryan, and we appreciate you and BMO being supportive of our efforts to support your Borrowers while protecting our interests in a secured position but subordinate to BMO's security interests.

Of course we understand that BMO ranks first in respect of the security it holds and that the Mezz lenders can only be paid their P&I as long as the Borrowers are making their regular payment obligations to BMO when due. We will have the mezzanine debt lenders proceed on the basis that they understand that they only get thei: payments as long as BMO is first paid its regular payments.

Thanks again and I look forward to hearing from you on the economic outlook sessions we also discussed.

Regards;
Wayne

16. The subordination of the Mezzanine Debt Facility is further stated at Note 9, at page 11 of the BEI Financial Statements December 31, 2021, wherein, the Promissory Notes payable to Lighthouse Capital Realty Inc. and Myles & Company is stated to be subject to existing encumbrances in favour of BMO.

17. I verily believe that Wayne Myles and Joan Myles as collateral agents for the Mezzanine Lenders, were always aware and in agreement at all material times during the extension of credit to the Borrowers that BMO's security ranks in priority to any security of the Mezzanine Lenders.

18. I make this Affidavit in support of BMO's application for an Order for the following:

    a) to lift the stay of proceedings for the purpose of permitting BMO to pursue its rights and remedies against the Borrowers; and,

    b) to permit BMO to apply to this Court for Ernst $ Young Inc. a court-appointed receiver over the assets, undertakings, and property of the Borrowers.

SWORN TO BEFORE ME at the Regional Municipality of Halifax, in the Province of Nova Scotia this 14th day of March, 2024)

Martine Langlois

Martine Langlois

A Notary Public in and for the Province of Nova Scotia

Stephen Kingston.

#43555251.2

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 (TNOPFI)
51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

This is **Exhibit "A"** of the Affidavit of Martine Langlois sworn to before me this 18th day of March,2024

SL

A Notary Public in and for the Province of Nova Scotia

Stephen Kingston.

Letter of Agreement – Amendment & Restatement

BMO Bank of Montreal

1695 GRAFTON ST,
HALIFAX, NS B3J 0E7

March 31st, 2021

TERRA NOVA OLD PORT FOODS INC.
49 JAMES LANE,
ST. JOHN'S, NEWFOUNDLAND AND LABRADOR A1E 3H3

Attention: Wayne Myles

LETTER OF AGREEMENT – AMENDMENT & RESTATEMENT

Bank of Montreal ("**BMO**") is pleased to provide this amended and restated Letter of Agreement with respect to the credit Facilities (each a "**Facility**" and collectively, the "**Facilities**") described herein. The letter (the "**Letter of Agreement**") amends and restates the existing Letter of Agreement dated November 17th, 2020] (the "**Prior Letter**"). The Facilities are offered (or continue to be offered, as applicable) on the terms and conditions set out in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Co-Borrowers:	BIG ERICS INC. and/or TERRA NOVA OLD PORT FOODS INC.
	(the "Co-Borrowers")
Guarantor(s):	LIGHTHOUSE CAPITAL ATLANTIC INC.
	(the "Guarantor(s)")
Total Facility Limit:	The total approved amount of all facilities shall not exceed $16,650,000.00 at any time.

Your Product Summary

Facility/ Facilities:

[illegible]	[illegible]	[illegible]	[illegible]
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$1,200,000.00	CAD
2	Revolving Facility - Shared limit/Multi-product/Multi-draw	$250,000.00	CAD
3	Revolving Facility - Shared limit/Multi-product/Multi-draw	$12,000,000.00	CAD
4	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	$3,200,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

[illegible]	
Facility Authorization:	$1,200,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$1,200,000.00 CAD
Type of Loan:	Demand Loan Non Revolving – Supported by EDC Guarantee under Business Credit Availability Program (BCAP) – Terra Nova Old Port Foods
Purpose:	For working capital injection
Maximum Amortization:	60 months, including interest only period
Advance Options	One single advance is allowed on this facility
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of March 31st, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Facility is available for 12 months of interest only payments after which time facility will convert to equal monthly principal payments and monthly interest payment. Principal and interest to be collected separately on the last day of each. The amount of the payments will be determined based on the loan amount, amortization and the interest rate at the time of advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

Your Product Summary

Revolving Facility - Shared limit/Multi-product/Multi-draw

[illegible]	
Facility Authorization:	$250,000.00 CAD
Current Advanced Amount:	$0.00 CAD
Available Amount:	$250,000.00 CAD
Type of Loan:	Operating Facility
Purpose:	For general operating requirements
Draw Conditions:	Global limit is shared between Big Erics Inc. & Terra Nova Old Port Foods Inc.
Corporate MastercardÂ®*	**Cap (Amount):**$250,000.00 CAD **Interest Rate:** As determined by Corporate MasterCard Agreement. **Repayment Terms:** As determined by Corporate MasterCard Agreement. **Terms & Conditions:** As determined by Corporate MasterCard Agreement. Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.
The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility. Each Loan under this Facility shall be a separate Loan.	

Your Product Summary

Revolving Facility - Shared limit/Multi-product/Multi-draw

<table>
<tr><th colspan="2">Facility A (Operating)</th></tr>
<tr><td>Facility Authorization:</td><td>$12,000,000.00 CAD</td></tr>
<tr><td>Current Advanced Amount:</td><td>$3,110,011.54 CAD – As of March 31st, 2021</td></tr>
<tr><td>Available Amount:</td><td>$1,796,988.46 CAD – As of March 31st, 2021 *Based on Margined Borrowing Base</td></tr>
<tr><td>Type of Loan:</td><td>Operating Facility</td></tr>
<tr><td>Purpose:</td><td>For general operating requirements</td></tr>
<tr><td>Draw Conditions:</td><td>Global limit is shared between Big Erics Inc. & Terra Nova Old Port Foods Inc.</td></tr>
<tr><td>Current Advances:</td><td>
<table>
<tr><th>Product Type</th><th>Account #</th><th>Current Balance</th><th>Payment Amount</th><th>Payment Type</th><th>Payment Frequency</th><th>Interest Rate</th><th>Maturity Date</th></tr>
<tr><td>Overdraft Lending Product - CDN or USD</td><td>0009-1987-911 Big Erics</td><td>$1,402,627.99</td><td>$0.00</td><td>N/A</td><td>Monthly</td><td>2.70%</td><td>N/A</td></tr>
</table>
</td></tr>
<tr><td>Current Advances:</td><td>
<table>
<tr><th>Product Type</th><th>Account #</th><th>Current Balance</th><th>Payment Amount</th><th>Payment Type</th><th>Payment Frequency</th><th>Interest Rate</th><th>Maturity Date</th></tr>
<tr><td>Overdraft Lending Product - CDN or USD</td><td>0009-1987-911 Terra Nova Old Port Foods</td><td>$1,707,383.55</td><td>$0.00</td><td>N/A</td><td>Monthly</td><td>2.70%</td><td>N/A</td></tr>
</table>
</td></tr>
<tr><td>Fees</td><td>$2,000.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees</td></tr>
<tr><td>Advance Options</td><td>Additional Details</td></tr>
<tr><td>Fixed Rate Operating Loan</td><td>Cap (Amount):$12,000,000.00 CAD

Interest Rate: To be determined at time of each Advance.

Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3.00%</td></tr>
</table>

Your Product Summary

	plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, payable on the last day of each month, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full. **Repayment Terms:** Repayable in full on the maturity date. **Prepayments:** Prepayment of any principal amount in whole or in part is not permitted. **Maximum Term:** 90 days **Maturity Date:** Determined based on the term selected and the date of Advance.
Operating Demand Loan	**Cap (Amount):**$12,000,000.00 CAD **Interest Rate:** Prime Rate plus 0.25%. Interest is calculated monthly in arrears, and payable on the last day of each month. The Prime Rate in effect as of March 31st, 2021 is 2.45%. **Repayment Terms:** Repayable on demand **Other Costs:** BMO is not obliged to permit the Loan to exceed the Cap amount. In the event the Loans exceed the Cap amount, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Cap amount or $100, whichever is greater and a $5 overdraft handling charge per item that creates or increases the excess.
The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility. Each Loan under this Facility shall be a separate Loan. The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility or request to change the Cap amount of an Operating Demand Loan under this Facility. The Borrower is permitted four account limit changes per month and a charge of $150/ change will apply for additional limit changes.	
Margin Limit:	Advances under this Facility are at all times to be contained within the Margin Limit as calculated below, so the aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization. The Margin Limit shall be calculated as the aggregate of the lesser of (i) the items in the described margin category, less the deductions shown, multiplied by the Advance Rate and (ii) the Cap for each of the margin categories shown.

Your Product Summary

Margin Reporting:

Information is required within 20 days after month-end, unless otherwise advised.

Documentation	Frequency
Aged Accounts Receivable Listing - CAD	Monthly
Aged Accounts Receivable Listing - USD	
Inventory Listing	
Accounts Payable Listing with Contra Accounts Identified	
Statement of Security under Section 427 of the Bank Act (LF 151)	
Borrowing Base Certificate	

<table>
<tr><th>Margin Category and Description</th><th>Deduction</th><th>Advance Rate %</th><th>Cap</th></tr>
<tr><td>Lender's estimated worth of good quality assigned Canadian domiciled accounts receivable.</td><td rowspan="3">• Past due 61 days
• Doubtful accounts
• Foreign accounts
• Intercompany accounts
• Holdbacks
• Contra accounts
• Accounts in dispute
• Progress billings</td><td>75%</td><td>Nil</td></tr>
<tr><td>Lender's estimated worth of good quality assigned USD domiciled accounts receivable.</td><td>60%</td><td>Nil</td></tr>
<tr><td>Lender's estimated worth of good quality assigned USD accounts receivable insured by EDC or other BMO approved accounts receivable insurance provider.</td><td>90%</td><td>Nil</td></tr>
<tr><td>Lender's valuation of inventory located in Canada. (lesser of cost or market value)</td><td>• Advance payments
• Prior claims (if not deducted from accounts receivable)
• Unsaleable inventory</td><td>50%</td><td>$6,000,000.00</td></tr>
</table>

Your Product Summary

Facility # 4 - Existing	
Facility Authorization:	$3,200,000.00 CAD
Current Advanced Amount:	$3,200,000.00 CAD
Available Amount:	$0.00 CAD
Type of Loan:	Demand Loan Non Revolving – Supported by EDC Guarantee under Business Credit Availability Program (BCAP) – Big Erics Inc.
Purpose:	For working capital injection
Maximum Amortization:	60 months, including interest only period
Advance Options	One single advance is allowed on this facility
Demand Loan Non Revolving	**Interest Rate:** Prime Rate plus 2.00%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of March 31st, 2021 is 2.45%. **Repayment Terms:** Repayable on demand, provided that until demand is made by BMO: Facility is available for 12 months of interest only payments after which time facility will convert to equal monthly principal payments and monthly interest payment. Principal and interest to be collected separately on the last day of each. The amount of the payments will be determined based on the loan amount, amortization and the interest rate at the time of advance, as applicable. Prepayments of principal in whole or in part are permitted, without penalty

Terms and Conditions

Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

1. Completion of all loan and account documents and all Security as outlined below.
2. Compliance with all covenants, representations and warranties in all loan documents and Security.
3. Receipt of all information necessary for BMO to comply with all legal and internal requirements in respect of money laundering and proceeds of crime legislation, and "know your customer" requirements.
4. Confirmation of no material adverse change to the Co-Borrowers and the Guarantor and their respective property and assets since the latest financial statements provided to BMO.
5. Confirmation that no default or breach under this Letter of Agreement, any of the loan documents or the Security has occurred.

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security Held:

1. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking for Machinery and Equipment, Inventory/Warehouse Receipts
2. Registered Section 427 of Big Erics Inc. and Terra Nova Old Port Foods Inc. providing BMO with a security interest over all present and after-acquired personal/movable property of the Borrower with a First ranking for Inventory.
3. Insurance on a "Fire and Extended Coverage" or "All Risks" basis must be arranged (with satisfactory evidence thereof delivered to BMO) satisfactory to BMO for the full insurable or replacement value with loss payable to BMO. The policy is to contain the Standard Mortgage Clause. A copy of the policy is to be provided.
4. Assignment of receivables insurance policies from EDC or another insurance provider acceptable to the Bank, if applicable.
5. Standard Mastercard documentation.
6. $12,250,000.00 Corporate guarantee signed by Lighthouse Capital Atlantic Inc. with accompanying enabling resolution.
7. Subordination & Postponement of inter-company debt in the amount of $4,250,000.00 signed by Lighthouse Capital Atlantic Inc.
8. Credit Agreement between Co-Borrowers, as applicable and prepared by Bank Solicitor
9. Solicitor's Letter of Opinion confirming BMO holds valid and enforceable charges over security.
10. Documentation required under the EDC - BCAP program and applicable legislation and receipt or confirmation of the EDC guarantee or insurance in form and substance satisfactory to BMO. (For Big Erics Inc.)
11. Subordination & Postponement of inter-company debt in the amount of $1,800,000 signed by Lighthouse Capital Atlantic Inc.

Government Guaranteed Loan Security to be Obtained:

1. Receipt of Documentation required under the EDC - BCAP program and applicable legislation and receipt or confirmation of the EDC guarantee or insurance in form and substance satisfactory to BMO

Any other documents, instruments or agreements as may be required by BMO, acting reasonably

Terms and Conditions

Covenants

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as any commitment under this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. No changes in ownership of the Co-Borrowers or corporate guarantor without the prior written approval of the Bank, same not to be unreasonably withheld
2. No merger or acquisition by the Co-Borrowers or corporate guarantor without the prior written approval of the Bank.
3. No sale of any material assets by the Co-Borrowers or corporate guarantor without the prior written approval of the Bank
4. No additional debt outside the normal course of business to be incurred by the Co-Borrowers, or by the corporate guarantor without prior written consent of the Bank.
5. Neither the Co-Borrowers nor the corporate guarantor will enter into any agreements to further secure its obligations by way of a guarantee or other instrument, without prior written consent of the Bank.

Reporting Requirements:

Annually, Within 120 days of fiscal year end:	• Reviewed Engagement Accountant Prepared financial statements of Big Erics Inc • Reviewed Engagement Accountant Prepared financial statements of Terra Nova Old Port Foods Inc. • Notice to Reader Accountant Prepared financial statements of combined statements of Big Erics Inc. and Terra Nova Old Port Foods Inc. • Declaration of Prior Claims and Statutory Deductions on BMO Pro-forma.
Quarterly, Within 45 days following each quarter:	• Quarterly In-house prepared income statements & Balance sheet for both Big Erics Inc. & Terra Nova Old Port Foods Inc. • First quarterly statements are due May 15th, 2021 for Quarter #1 ending in March 31st, 2021.
Monthly, Within 20 days following each month end	• Signed, aged lists of accounts receivable, accounts payable (including declaration of any deemed trusts) • Signed list of inventory. • Updated list of all accounts receivable covered by insurance (if applicable), or more frequently as considered necessary by the Bank • Linking Letter, borrowing base certificate, Statement of Security under Section 427 of the Bank Act (LF 151)

Terms and Conditions

A $250 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute *prima facie* evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees),and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of $0 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be $7,500. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.

Banking Services:

The Borrower shall maintain its Bank Accounts, solely with the BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Terms and Conditions

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Newfoundland and Labrador and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:
Schedule A - Covenants
Schedule B - Representations and Warranties
Schedule C - Conditions Precedent to Advances

BMO's Legal Counsel: Denny Pickup - Burchells LLP

Agreement and Consent

This Letter of Agreement amends and restates, without novation, the Prior Letter, as of November 17th, 2020], without prejudice to the effect of the terms of the Prior Letter or to any actions taken under or pursuant to the Prior Letter prior to such date. The entry into effect of this Letter of Agreement shall not be deemed to waive or limit any of BMO's rights in respect of any Event of Default then existing under the Prior Letter or any Event of Default under this Letter of Agreement which exists because of matters occurring prior to such effective date, whether or not known to BMO.

In accepting this agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than April 7th, 2021. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall have no obligation to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: [signature]
Name: RYAN GILLCASH
Title: Managing Director

Accepted and agreed to this 21 (Day) **day of** April (Month) **, 20**21 (Year)

BORROWER(S)

BIG ERICS INC.

Signature: [signature]	Signature:
Name: Bill Barlett	Name:
Title: Chief Financial Officer	Title:

TERRA NOVA OLD PORT FOODS INC.

Signature: [signature]	Signature:
Name: Bill Barlett	Name:
Title: Chief Financial Officer	Title:

Agreement and Consent

GUARANTOR(S)

LIGHTHOUSE CAPITAL ATLANTIC INC

Signature:	Signature:
Name: Joan Myles	Name:
Title: Vice-Chair	Title:

Schedules

SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

    If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.

Schedules

SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.

2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.

3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.

4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.

5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.

6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.

7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.

8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.

9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.

10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.

11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.

SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.

2. Delivery of a duly executed copy of the Documentation.

3. Review of all necessary Approvals.

4. Review of all Material Contracts.

5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and "know your customer" requirements.

6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.

7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).

8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).

9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.

10. Confirmation that no Default shall have occurred or be continuing.

11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.

12. Any other document or action that BMO may reasonably require.

SCHEDULE D

DEFINITIONS

"**Advance**" means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

"**Approvals**" means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

"**Credit Parties**" means, collectively, the Borrower(s) and the Guarantor(s).

"**Default**" means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

"**Documentation**" means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

"**including**" means including but without limitation.

"**Laws**" means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

"**Litigation**" means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

"**Material Contracts**" means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

"**Material Adverse Effect**" means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

"**Obligations**" means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).

Schedules

"**Prime Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"**Taxes**" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"**US Base Rate**" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.

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 (TNOPFI)
51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

This is **Exhibit "B"** of the Affidavit of Martine Langlois sworn to before me this 18 day of March,2024

Notary Public in and for the Province of Nova Scotia

Stephen Kingston.

BMO Bank of Montreal

Assignment, Postponement and Subordination Agreement

TO: BANK OF MONTREAL

WHEREAS BIG ERICS INC. (herein called the "**Customer**") is and/or may hereafter become indebted and/or may hereafter become further indebted or liable to the undersigned (herein called the "**Investor**") from time to time or to corporations, partnerships, trusts or other legal entities directly or indirectly owned or controlled by the Investor (such entities being herein called "**Investor Entities**");

AND WHEREAS the Investor has agreed to enter into this agreement in favour of Bank of Montreal (herein called the "**Bank**"):

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investor, including, without limitation, the Bank making advances from time to time to the Customer, accepting bills of exchange issued by the Customer or making other credit accommodations for the benefit of the Customer, the Investor covenants and agrees with the Bank as follows:

1. Subject to the provisions hereof, any and all present and future indebtedness and liability of the Customer to the Investor and to any Investor Entity (all of which present and future indebtedness and liability being herein collectively called "**Investor Indebtedness**") is hereby and shall hereafter be postponed and subordinate to all present and future indebtedness and liability whether actual or contingent of the Customer to the Bank (all of which present and future indebtedness and liability being herein collectively called "**Bank Indebtedness**"); and any and all security now or hereafter held, in whole or in part, by the Investor or any Investor Entity to secure Investor Indebtedness (all of which present and future security being herein called "**Investor Security**") is hereby and shall hereafter be postponed and subordinated to all security now or hereafter held by the Bank to secure Bank Indebtedness or any part thereof (all of which present and future Bank security being called "**Bank Security**").

2. In order to give effect to this agreement, the Investor hereby pledges, assigns, transfers and makes over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (i) any and all Investor Indebtedness which the Investor may now or hereafter have against the Customer, and (ii) any and all Investor Security in respect of such Investor Indebtedness, and agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to pledge, assign, transfer and make over to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness (iii) any and all Investor Indebtedness which such Investor Entities may now or hereafter have against the Customer, and (iv) any and all Investor Security in respect of such Investor Indebtedness. The Investor also agrees, and agrees to cause all Investor Entities to agree, to deliver to the Bank all instruments evidencing a right to payment now or hereafter held by the Investor and all Investor Entities as part of the Investor Security or that otherwise relate to the Investor Indebtedness ("**Investor Instruments**") and, to the extent such Investor Instruments are not already part of the Investor Security, hereby pledges, assigns, transfers and makes over such Investor Instruments and the proceeds thereof to the Bank as collateral security for the due payment by the Customer of the Bank Indebtedness.

3. The Investor hereby subrogates to the Bank and agrees to cause all Investor Entities to subrogate to the Bank in all the rights of the Investor and all Investor Entities in respect to Investor Indebtedness, including rights under the Investor Security and rights under all Investor Instruments.

4. The security interest hereunder shall become enforceable (i) upon a failure of the Customer to comply with the terms, conditions and covenants of any part of the Bank Indebtedness or upon the occurrence of an event of default that makes any part of the Bank Indebtedness immediately due and payable, or (ii) upon any receivership, bankruptcy, liquidation or winding-up of the Customer, or (iii) upon any realization of any Investor Security. The Investor hereby authorizes the Bank and agrees to cause all Investor Entities to authorize the Bank to collect and receive any dividends or payments which may be payable to the Investor or such Investor Entities upon the security interest hereunder becoming enforceable. In the event that the total amount of Bank Indebtedness at such time is not paid in full, the Investor hereby authorizes the Bank, and agrees to cause all Investor Entities to authorize the Bank, to apply the amount of the dividends or payments so collected by the Bank in payment of the balance of the Bank Indebtedness and any costs, charges and expenses which the Bank may incur in enforcing or obtaining payment of the Bank Indebtedness, the surplus, if any, to be paid to the Investor or such Investor Entities.

5. The Investor shall execute all sworn statements of claim, assignments and other documents and do all matters and things which may be required by the Bank from time to time or which may be necessary or advisable to carry this agreement into effect, including such measures as may be required to cause Investor Entities which now or hereafter hold Investor Indebtedness of the Customer to enter into an agreement similar hereto.

6. The Investor irrevocably appoints the Bank (and any of its managers) as attorney of the Investor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Investor, all such further acts, documents, matters and things which the Bank may deem necessary or advisable to accomplish the purposes of this agreement including, without limitation, the execution, endorsement and delivery of any documents, the filing or taking of any claims or actions, and the institution of any proceedings which the Bank determines is necessary or advisable to carry this agreement into effect. All acts of the attorney are hereby ratified and approved, and the attorney will not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. The Investor agrees to cause all Investor Entities which are now or hereafter become a creditor of the Customer to appoint the Bank (and any of

its managers) as attorney of the Investor (with full power of substitution) on the same terms.

7. The Investor agrees, and agrees to cause all Investor Entities to agree, that Investor Indebtedness owing on the date hereof and Investor Indebtedness which may hereafter become owing by the Customer to the Investor or to any Investor Entity, shall not be paid, withdrawn or substituted but shall hereafter either be retained by the Customer or be paid to the Bank pursuant to this agreement and that any moneys received by the Investor or by any Investor Entity or by any agent on account of any of the Investor Indebtedness shall be held in trust for the Bank, without being used, and forthwith paid to the Bank, except only to the extent that payments or repayments by the Customer to the Investor or Investor Entities are specifically permitted by this agreement.

8. Subject to the provisions of Paragraph 11 of this agreement, payment of reasonable interest by the Customer on the Investor Indebtedness is permitted, but, for greater certainty, repayment of principal is not permitted, unless otherwise expressly provided for in another provision of this agreement.

9. **This Paragraph 9 is applicable only if the Bank has inserted an amount in the blank herein, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the aggregate Investor Indebtedness is at the time of such repayment not less than $1,800,000 (the "**Minimum Amount**"), and no repayment shall be permitted or shall be deemed to be permitted hereunder which would cause the aggregate Investor Indebtedness to be less than the Minimum Amount.

10. **This Paragraph 10 is applicable only if (a) no amount has been inserted in the blank in Paragraph 9 above and (b) the Customer is subject to Affected Covenants, as defined below, and shall otherwise be of no force or effect.** Subject to the provisions of Paragraph 11 of this agreement, repayment of principal owed by the Customer pursuant to the Investor Indebtedness in accordance with the terms thereof is permitted if, but only if, the Customer is at the time of such repayment in compliance with any financial covenants in favour of the Bank then in force which are calculated with reference to the Investor Indebtedness which is postponed, assigned and subordinated by this agreement (the "**Affected Covenants**"), and no payment shall be permitted or shall be deemed to be permitted hereunder which would cause a breach of any of the Affected Covenants. The Investor, on its own behalf and on behalf of the Investor Entities, hereby (i) acknowledges that the determination of whether any particular financial covenant of the Customer in favour of the Bank is an Affected Covenant may be made in the sole discretion of the Bank and (ii) represents and warrants to and agrees with the Bank that it is familiar with the terms of the Affected Covenants, if any, in place as at the date of this agreement and that it will confirm the status of existing or future Affected Covenants with the Customer prior to any future repayment of Investor Indebtedness.

11. Payments or permitted repayments, if any, pursuant to Paragraphs 8, 9 or 10 of this agreement, may be made only (a) while the security interest referred to in Paragraph 4 of this agreement has not become enforceable in accordance with the terms thereof, (b) while the Customer is in compliance with the terms, conditions and covenants in respect of the Bank Indebtedness, and (c) subject to the Bank's verification procedures in respect of compliance by the Investor, the Investor Entities and the Customer with the terms hereof and with the terms, conditions and covenants in respect of the Bank Indebtedness, and the Investor, the Investor Entities and the Customer each agree to respond promptly to any request received from the Bank for information required to confirm such compliance.

12. Except with the prior written consent of the Bank, the Investor shall not assign or hypothecate and will cause any Investor Entity not to assign or hypothecate any Investor Indebtedness or any part thereof or any Investor Security or any part thereof to any other party or ask for or obtain any negotiable paper or other instrument evidencing a right to payment or other evidence of the same.

13. The covenants and agreements herein contained shall extend to and be binding upon, and enure to the benefit of, the successors and assigns of the Investor and the Bank.

14. This agreement shall be construed pursuant to and governed by the laws applicable in the province wherein the Branch of the Bank where the Customer's account is kept is located.

15. The Investor waives the right to receive any financing statement or financing change statement registered by the Bank and any confirmation of registration or verification statement issued.

16. The Investor acknowledges receipt of a copy of this agreement.

17. It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

[Signature page follows]

Dated as of the 30th day of NOV, 2024(year)

LIGHTHOUSE CAPITAL ATLANTIC INC.

By:
Name: JOHN MYERS
Title: vice chairperson

By: ______________
Name: ______________
Title: ______________

TO: BANK OF MONTREAL

We acknowledge receipt of notice in writing of the terms and conditions contained in the foregoing agreement and we agree to comply therewith. We shall not make any payment to the Investor or to any Investor Entity except as therein provided.

Dated as of this 30th day of NOV, 2024(year).

BIG ERICS INC.

By:
Name: WAYNE MYERS
Title: Authorized Signatory

By: ______________
Name: ______________
Title: Authorized Signatory

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

Estate Nos. 51-2962147 (TNOPFI)
51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

This is **Exhibit "C"** of the Affidavit of Martine Langlois
sworn to before me this 18 day of March,2024

SL
Notary Public in and for the Province of
Nova Scotia

Stephen Kingston.

BIG ERICS INC.
Notes to Non-Consolidated Financial Statements
Year Ended December 31, 2021
(Unaudited)

9. LONG TERM DEBT

	2021	2020
Promissory note payable to Lighthouse Realty Atlantic Inc. bearing interest at 15% per annum payable monthly. The loan matures in February 2025, unless repayment is demanded earlier, and is secured by a General Security Agreement, subject to existing encumbrances in favour of the Bank of Montreal and an unlimited guarantee from Terra Nova Old Port Foods and Lighthouse Capital Atlantic Inc. Principal repayments are being deferred with the consent of the lender.	$ 1,449,745	$ 1,449,745
Promissory note payable to Myles & Company Inc. bearing interest at 15% per annum payable monthly. The loan matures in December 2024, unless repayment is demanded earlier, and is secured by a General Security Agreement, subject to existing encumbrances in favour of the Bank of Montreal and an unlimited guarantee from Terra Nova Old Port Foods and Lighthouse Capital Atlantic Inc. Principal repayments are being deferred with the consent of the lender.	350,000	350,000
Amounts payable within one year	-	-
	$ 1,799,745	$ 1,799,745

10. RETRACTABLE SHARES

In December 2009, the company issued 135 non-voting, redeemable and retractable special shares with a redemption value of $902,340 in exchange for 135 common shares outstanding at that time in conjunction with a tax planning arrangement.

In January 2019, the company issued 1 voting, redeemable and retractable Class F preferred share with a redemption value of $1 and 100,000 non-voting, redeemable and retractable Class G preferred shares with a redemption value of $100,000 in conjunction with a tax planning arrangement.

On January 1, 2021 the company adopted ASPE 3856 Financial Instruments, the new presentation requirements for retractable and mandatorily redeemable shares, without restatement of the comparative information. Under these requirements the retractable shares, which may be redeemed on demand, subject to existing encumbrances in favour of the Bank of Montreal, Lighthouse Realty Atlantic Inc and Myles & Company Inc, no longer qualify as equity and have been classified as a liability at their redemption amount.

The excess of the redemption price over the carrying value of the common shares at the time of the exchange has been classified as a separate component of equity. The balance of this separate component of equity will be charged proportionately to retained earnings as the retractable shares are called for redemption.

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Estate Nos. 51-2962147 (TNOPFI)
51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

This is **Exhibit "D"** of the Affidavit of Martine Langlois
sworn to before me this 18 day of March,2024

SL

Notary Public in and for the Province of
Nova Scotia

Stephen Kingston.

Joan & Wayne Myles
Mail Address: PO Box 7056, Station C, St. John's, NL A1E 3Y3
Courier Address: Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 2B6
Direct Voice: 709.570.5510 | Cellular: 709.685.0889
Email: wayne@mylesandcompany.com
joan@mylesandcompany.com

December 20, 2019

BMO - Bank of Montreal
1675 Grafton Street, Suite 1400
Halifax, Nova Scotia
B3J 0E0
Attention: Ryan Gilleash, Senior Relationship Manager

RE: Letter of Agreement issued by Bank of Montreal ("BMO"), addressed to Big Erics Inc. and Terra Nova Old Port Foods Inc. dated December 4, 2019 (the "Letter Agreement")

Dear Ryan:

We refer to our conversation (Ryan & Wayne) and follow up communications yesterday, concerning the possibility of Joan and Wayne, directly and/or through one or more of our other corporate entities, making additional funds available to one or more of the Co-Borrowers, to be used as working capital. We would consider advancing between $500,000 and $1,500,000, in multiple tranches (the "Subordinate Loan").

We have also had a preliminary discussion with you concerning the possibility of another BMO division possibly offering another facility at the Lighthouse Capital Atlantic Inc. ("LCAI") level, where we could possibly match funds and increase the amount that may be made available to the Co-Borrowers via LCAI.

We are aware that under the Letter Agreement BMO expects to be made aware of and consent to any such advances/incurrence of debt, etc., and that is the purpose of this letter.

We are prepared to make or cause to be made available to the Co-Borrowers, via LCAI, an initial sum of $500,000, with possible additional advances to follow in due course (at our discretion). Such Subordinated Loan amounts would be documented by a demand joint and several promissory note, signed by LCAI and the Co-Borrowers, bear interest at 10@ per annum, with interest only payable monthly, and secured by a General Security Agreement issued by each of the 3 borrowers. The subject GSA security would be registered post the GSA security held by BMO and therefore structurally subordinated.

Can you please advise us if BMO consents to this arrangement, as we are prepared to proceed as contemplated herein as soon as consent is received.

Joan & Wayne Myles
Mail Address: PO Box 7056, Station C, St. John's, NL A1E 3Y3
Courier Address: Suite 1100 Scotia Centre 235 Water Street St. John's NL A1C 2B6
Direct Voice: 709.570.5510 | Cellular: 709.685.0889
Email: wayne@mylesandcompany.com
joan@mylesandcompany.com

Yours truly,

Wayne Myles

Joan Myles

2023 01G 3233
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51-2962148 (BEI

Court Nos. 24543 (TNOPFI)
24544 (BEI)

This is **Exhibit "E"** of the Affidavit of Martine Langlois sworn to before me this 18 day of March,2024

Notary Public in and for the Province of Nova Scotia

Stephen Kingston.

GILLCASH, RYAN

From:	Wayne Myles <wayne@mylesandcompany.com>
Sent:	February-18-20 2:25 PM
To:	GILLCASH, RYAN
Cc:	PULSIFER, MATTHEW; Joan Myles
Subject:	Re: Confidential - Myles personally and affiliates & Working Capital loans to Lighthouse Capital Atlantic Inc. ("LCAI"), Big Erics Inc. ("BEI") and Terra Nova Old Port Foods Inc. ("TNOPFI")

Thanks for the prompt consent Ryan, and we appreciate you and BMO being supportive of our efforts to support your Borrowers while protecting our interests in a secured position but subordinate to BMO's security interests.

Of course we understand that BMO ranks first in respect of the security it holds and that the Mezz lenders can only be paid their P&I as long as the Borrowers are making their regular payment obligations to BMO when due. We will have the mezzanine debt lenders proceed on the basis that they understand that they only get their payments as long as BMO is first paid its regular payments.

Thanks again and I look forward to hearing from you on the economic outlook sessions we also discussed.

Regards;
Wayne

On Feb 18, 2020, at 1:33 PM, GILLCASH, RYAN <RYAN.GILLCASH@bmo.com> wrote:

Wayne,

Please accept this email as written confirmation that we acknowledge and have no issue with this structure being proposed so long as the new proposed mezzanine debt instrument being advanced does not compromise our security and/or security position; and that interest payments to the mezzanine debt do not affect the ability of the operating groups to service BMO debt outstanding.

We view this debt as a related party debt and a clever way to tax structure future earnings.

If you require anything further from the Bank, please let us know.

Ryan

Ryan Gillcash , MBA, CPA, CMA
Senior Relationship Manager

BMO Bank of Montreal
1675 Grafton Street, Suite 1400
Halifax, NS B3J 0E9

ryan.gillcash@bmo.com
T (902) 421-4564
F (902) 421-3726

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GRANT THORNTON LIMITED

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT* PROCEEDINGS OF BIG ERICS INC. AND TERRA NOVA OLD PORT FOODS INC.

STATEMENT OF RECEIPTS AND DISBURSEMENTS
FROM JULY 18, 2023 TO JANUARY 7, 2025

	BEI	TNOPFI	Total	Notes
Cash Receipts				
BEI - Sale Proceeds	$ 2,716,619.72	$ -	$ 2,716,619.72	1
94747 Rent Cure Costs - Dartmouth, NS	$ 45,945.81	$ -	$ 45,945.81	2
94747 Remaining Rent for May 2024 - 99 Blackmarsh Road	$ 9,343.75	$ -	$ 9,343.75	3
BEI - Other Accounts Receivable	$ 55,738.45	$ -	$ 55,738.45	
Advances from Companies	$ 382,854.35	$ -	$ 382,854.35	
Remaining Retainer from SISP Advisor	$ 5,038.12	$ 6,663.42	$ 11,701.54	
Funds from GTL Retainer	$ 30,000.00	$ -	$ 30,000.00	
TNOPFI HST Refund	$ -	$ 13,811.17	$ 13,811.17	
Interest	$ 50,446.53	$ -	$ 50,446.53	
Total Cash Receipts	**$ 3,295,986.73**	**$ 20,474.59**	**$ 3,316,461.32**	
Disbursements				
Newspaper Advertisements	$ 2,158.55	$ -	$ 2,158.55	
Monitor's Fees	$ 549,448.63	$ -	$ 549,448.63	
Monitor's Legal Counsel Fees	$ 192,839.72	$ -	$ 192,839.72	
Companies' Legal Counsel Fees	$ 7,251.06	$ -	$ 7,251.06	
HST Paid (ITC)	$ 112,622.36	$ -	$ 112,622.36	
Payment of Column 3 Costs	$ 2,282.25	$ -	$ 2,282.25	
Payment to LRAI - May 16-31 2024 Rent - 99 Blackmarsh Road	$ 9,343.75	$ -	$ 9,343.75	3
Payment to Sallyport Commercial Finance ULC	$ 171,426.26	$ -	$ 171,426.26	
Total Disbursements	**$ 1,047,372.58**	**$ -**	**$ 1,047,372.58**	
Total Funds on Hand	**$ 2,248,614.15**	**$ 20,474.59**	**$ 2,269,088.74**	

Monitor's Proposed Distribution	BEI	TNOPFI	Total
Professional Fees			
Monitor's Fees - Unpaid	$ 18,059.31	$ -	$ 18,059.31
Monitor's Legal Counsel Fees - Unpaid	$ 11,690.59	$ -	$ 11,690.59
Companies' Legal Counsel Fees - Unpaid	$ 45,311.69	$ -	$ 45,311.69
Estimate to Complete for Monitor, Monitor's Counsel and Companies' Counsel	$ 56,500.10	$ -	$ 56,500.10
Court Ordered Charges			
Key Employee Retention Plan	$ 72,161.92	$ -	$ 72,161.92
Priority Creditors			
Service Canada - BEI WEPP Super Priority	$ 47,536.82	$ -	$ 47,536.82
Service Canada - BEI TNOPFI Super Priority	$ -	$ 19,236.69	$ 19,236.69
51011 Newfoundland and Labrador (Boom I.T.)	$ 4,639.99	$ -	$ 4,639.99
Day and Ross Inc.	$ 1,909.04	$ -	$ 1,909.04
Eastern Building Cleaners Inc.	$ 1,427.73		$ 1,427.73
Scotia Recycling Limited	$ 4,312.50	$ -	$ 4,312.50
Venor Recruitment Limited	$ 5,750.00		$ 5,750.00
Cal LeGrow Insurance Limited	$ 6,765.09	$ -	$ 6,765.09
Secured Creditors			
Bank of Montreal	$ 1,972,549.37	$ 1,237.90	$ 1,973,787.27
Total Distribution	**$ 2,248,614.15**	**$ 20,474.59**	**$ 2,269,088.74**
RESIDUAL FUNDS ON HAND	**$ -**	**$ -**	**$ -**

Notes:

1. Total sale proceeds received from 94747 within the BEI SISP, inclusive of deposits and settlement of Disputes.
2. Cure costs paid for by 94747 for the BEI leased location at 171 John Savage Avenue in Dartmouth, NS.
3. Remaining rent for May paid for by 94747 for the BEI leased location at 99 Blackmarsh Road in St. John's, NL.
4. In addition to the Residual Funds on Hand, the Monitor holds in trust a retainer, provided by BEI in July 2023, with a net balance of approximately $25k.

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Fees and Disbursements
From May 25, 2024 to December 31, 2024

Big Erics Inc.							
Invoice	**Date**	**Hours**	**Fees**	**Disbursements**	**HST**	**Total**	**Avg Hourly Rate**
LNOS-1934	24-Jun-24	141.40	$ 51,981.25	$ -	$ 7,797.19	$ 59,778.44	$ 367.62
LNOS-1979	24-Jul-24	49.40	18,970.00	-	3,101.60	22,071.60	384.01
LNOS-2008	31-Aug-24	83.40	30,065.00	-	4,253.66	34,318.66	360.49
LNOS-2035	24-Sep-24	29.30	10,713.50	146.34	1,628.97	12,488.81	365.65
LNOS-2051	24-Oct-24	117.95	41,326.75	2,498.91	6,573.85	50,399.51	350.38
LNOS-2062	05-Nov-24	95.60	37,081.75	1,120.64	5,730.36	43,932.75	387.88
LNOS-2079	30-Nov-24	72.95	22,400.50	239.99	3,396.08	26,036.57	307.07
LNOS-2111	31-Dec-24	52.80	15,703.75	-	2,355.56	18,059.31	297.42
Total		**642.80**	**$ 228,242.50**	**$ 4,005.88**	**$ 34,837.27**	**$ 267,085.65**	**$ 2,820.51**

Terra Nova Old Port Foods Inc.							
Invoice	**Date**	**Hours**	**Fees**	**Disbursements**	**HST**	**Total**	**Avg Hourly Rate**
LNOS-1933	24-Jun-24	4.65	1,152.50	-	172.88	1,325.38	247.85
LNOS-2014	24-Jul-24	0.50	161.25	-	24.19	185.44	322.50
LNOS-2069	18-Nov-24	1.40	360.00	-	54.00	414.00	257.14
Total		**6.55**	**$ 1,673.75**	**$ -**	**$ 251.07**	**$ 1,924.82**	**$ 827.49**

Total Fees of the Monitor Requesting Approval	**649.35**	**$ 229,916.25**	**$ 4,005.88**	**$ 35,088.34**	**$ 269,010.47**	**$ 354.07**

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Significant Activities - Big Erics Inc.
From May 25, 2024 to December 31, 2024

Big Erics Inc. Name	Position	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Phil Clarke	Senior Vice President	$ 475.00	205.20	$ 97,470.00	Preparation of the Eighth Report, Ninth Report and Tenth Report Review Company, BMO and 94747 materials ahead of Court hearings for the Monitor's security for costs application and for the hearing for the Court to adjudicate the Disputes. Continued correspondence and communication with various creditors regarding CCAA proceedings, Disputes and pension plans. Correspondence and communication with the remaining Director of BEI and other stakeholders regarding the CCAA proceedings, Disputes and pension plans. Correspondence and communication with SISP Advisor regarding Disputes. Review claim of Sallyport with the Monitor's counsel. Attend to claims matters with a variety of creditors throughout the CCAA proceedings. Correspondence with Service Canada regarding BEI WEPP Order and claims received. Attend to and correspond with all stakeholders on the multiple post-closing issues, defined within the preceding reports of the Monitor as the Disputes. Prepare for, and attend, the Monitor's security for cost application and hearing for the Court to adjudicate the Disputes. Correspondence with 94747, BMO and BEI regarding settlement discussions and resolving of the Disputes. Attend to environmental concerns relating to expired inventory. Correspondence with NL Pension Regulator and attend to matters regarding wind-up of pension plan. Attend to Distribution Matters. Attend to Security review matters. Attend to ILA dispute.
Senior Vice President less than 15 hours		475.00	9.75	4,631.25	Review of the 8th and 10th Report and application materials for the same. Review of Affidavit for Monitor's applications and execution of the same. Review of 94747's application materials and affidavits. Attend to environmental remediation matters. Correspondence with the Monitor's counsel regarding the Monitor's applications. Drafting of distribution Analysis.
Total Senior Vice President		**$ 475.00**	**214.95**	**$ 102,101.25**	

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Significant Activities - Big Erics Inc.
From May 25, 2024 to December 31, 2024

Big Erics Inc. Name	Position	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Corey Hines	Manager	325.00	288.50	93,762.50	Preparation of the Eighth Report, Ninth Report and Tenth Report Review Company, BMO and 94747 materials ahead of Court hearings for the Monitor's security for costs application and for the hearing for the Court to adjudicate the Disputes. Continued correspondence and communication with various creditors regarding CCAA proceedings, Disputes and pension plans. Correspondence and communication with the remaining Director of BEI and other stakeholders regarding the CCAA proceedings, Disputes and pension plans. Correspondence and communication with SISP Advisor regarding Disputes. Review claim of Sallyport with the Monitor's counsel. Attend to claims matters with a variety of creditors throughout the CCAA proceedings. Correspondence with Service Canada regarding BEI WEPP Order and claims received. Attend to and correspond with all stakeholders on the multiple post-closing issues, defined within the preceding reports of the Monitor as the Disputes. Prepare for, and attend, the Monitor's security for cost application and hearing for the Court to adjudicate the Disputes. Correspondence with 94747, BMO and BEI regarding settlement discussions and resolving of the Disputes. Attend to environmental concerns relating to expired inventory. Maintaining Monitor's case website. Compile reconciliations of the various Disputes Attend to and correspond with BEI, 94747 and BMO regarding post-closing matters and the various Disputes. Compile BEI post-closing reconciliations of accounts receivable, accounts payable, inventory, goods in transit and other accounts receivable. Compile and maintain funds tracker for PPA and other funds post-closing. Attend to and correspond with 94747, 94747's legal counsel and 94747's Financial Advisor regarding the Disputes.

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Significant Activities - Big Erics Inc.
From May 25, 2024 to December 31, 2024

Big Erics Inc. Name	Position	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Corey Hines	Manager				Correspondence with Service Canada regarding the WEPP Order and claims received from former employees. Research for emails of creditors during Canada Post strike. Review and draft the Monitor's calculation of the claims of former employees of BEI, inclusive of drafting notice packages to file a claim with the Monitor and Service Canada. Prepare notice to all creditors of final distribution. Correspondence with creditors regarding the Monitor's notice of final distribution. Attend 94747's operating location in NS to inventory books and records. Review of T4 summary. Correspondence with the NL Superintendent of Pensions and Manulife regarding the wind-up of the pension plans. Correspondence with Workplace regarding audit performed. Attend to Matters regarding Chemicals Dispute and sale of certain inventory to Metro Food Equipment. Attend 94747's operating location to observe the transfer of the sold inventory to Metro Food Equipment. Preparing HST returns post-closing.
Manager less than 15 hours		325.00	11.75	3,818.75	Updates to 9th Report and appendices. Attend to expired inventory/chemical matters and determining solution.
Total Manager		**$ 325.00**	**300.25**	**$ 97,581.25**	
Ben Chisholm	Senior Associate	$ 250.00	83.25	$ 20,812.50	Review of creditors listing. Estate administration and banking matters. Correspondence and filing of CRA related matters. Correspondence with creditors regarding CCAA proceedings. Drafting of certain materials for the Eighth Report and Tenth Report. Compiling reconciliation of accounts receivable and accounts payable post-closing. Compiling of Monitor's professional fees summary. Attend to claims process matters, drafting of notice materials, drafting of letters, sending of letters, updating tracker and saving information to file. Attend to reconciliation of Sallyport claim to Monitor information available. Drafting of Big Erics WEPP workbook. Attend to expired inventory matters. Attend 94747's operating location to observe the transfer of the sold inventory to Metro Food Equipment.
Senior Associate less than 15 hours		250.00	2.60	650.00	Maintain Monitor's case management website. File document management. Attend to WEPP matters.
Total Senior Associate		**$ 250.00**	**85.85**	**$ 21,462.50**	

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Significant Activities - Big Erics Inc.
From May 25, 2024 to December 31, 2024

Big Erics Inc.					
Name	**Position**	**Avg. Hourly Rate**	**Total Hours**	**Total Fees**	**Significant activities**
Faith Capone		170.00	14.75	2,507.50	Estate accounting matters. Assistance with compiling materials for Court hearings. Administration of WEPP process, inclusive of communication with the former employees of BEI and Service Canada.
Jennifer Mahoney		170.00	16.75	2,847.50	Assistance with various mailouts. Research for emails of creditors during Canada Post strike.
Administration less than 15 hours		170.00	10.25	1,742.50	Downloading of various payroll forms from Dayforce. Assistance with various mailouts, inclusive of former employee T4's, ROE's and the Monitor's notice of final distribution. Printing and binding of court documents. Research for emails of creditors during Canada Post strike.
Total Administration		**$ 170.00**	**41.75**	**$ 7,097.50**	
Grand Total		**$ 355.08**	**642.80**	**$ 228,242.50**	

Eleventh Report to the Court submitted by Grant Thornton Limited
In its capacity as Court-Appointed Monitor of BEI and TNOPFI

Summary of Monitor's Significant Activities - Terra Nova Old Port Foods Inc.
From April 17, 2024 to October 2, 2024

Terra Nova Old Port Foods Inc.							
Name	**Position**	**Avg. Hourly Rate**		**Total Hours**	**Total Fees**		**Significant activities**
Phil Clarke	Senior Vice President	$	475.00	0.25	$	118.75	Review WEPP process and claims received.
Total Senior Vice President		**$**	**475.00**	**0.25**	**$**	**118.75**	
Corey Hines	Manager	$	325.00	0.80	$	260.00	Correspondence with former employees and review of claims regarding WEPP.
Total Manager		**$**	**325.00**	**0.80**	**$**	**260.00**	
Ben Chisholm	Senior Associate	$	250.00	4.50	$	1,125.00	Correspondence with former employees regarding WEPP.
Total Senior Associate		**$**	**250.00**	**4.50**	**$**	**1,125.00**	
Faith Capone	Associate	$	170.00	1.00	$	170.00	WEPP administration including correspondence with former employees and correspondence with Service Canada.
Total Administration		**$**	**170.00**	**1.00**	**$**	**170.00**	
Grand Total		**$**	**255.53**	**6.55**	**$**	**1,673.75**	

Summary of Fees and Disbursements of Stewart McKelvey
for the period from June 1, 2024 to December 31, 2024

Name of Professional	Total Hours Billed	Avg. Hourly Rate ($/Hr)	Total Amount Billed
Sara L. Scott (Partner)	89.3	$475	$42,417.50
Joseph J. Thorne (Partner)	89.8	$415	$37,267.00
Colton Smith (Associate)	5.2	$275	$1,430.00
Sean Pittman (Associate)	0.3	$340	$102.00
Laura Smith (Paralegal)	4.5	$150	$715.00
Sarah Keddy (Paralegal)	0.7	$100	$70.00
Breanna Langley (Paralegal)	1.0	$100	$100.00
Janessa Parsons (Paralegal)	1.4	$100	$140.00
Total Hours/Average Rate/Total Fees	**192.2**	**$244.38**	**$82,241.50**
Total Disbursements			**$986.45**
Total Fees and Disbursements excluding Tax			**$83,227.95**
Taxes			**$12,437.26**
Total Fees and Disbursements including Tax			**$95,665.21**

Hours spent and summary of lawyers' tasks:

Lawyer and Tasks	**Hours**
Sara L. Scott (Partner): Review and response to email communications from court, counsel, Monitor, Service List and other stakeholders. Telephone communications, videoconferences and in-person meetings with counsel, Monitor and other parties. Review and communications regarding Monitor's reports, draft Orders and other court submissions in relation to various relief including stay extensions, security for costs, passing of accounts, Monitor's powers, claims process and CCAA termination. Communications with counsel, Monitor and other parties regarding various issues, including goods in transit, inventory, accounts and purchase agreements. Preparation for and attendance at court hearing (1).	89.3
Joseph J. Thorne (Partner): Drafting and review of Monitor's reports, order, affidavits, amended application and other court submissions in relation to security for costs, stay extension, WEPPA, passing of accounts, Monitor's powers, claims process, CCAA termination and other	89.8

relief. Preparation for and attendance at court hearings, status hearings and case management conferences (5). Review and response to email communications from court, counsel, Monitor, Service List and other stakeholders. Telephone communications with counsel, Monitor, Service List and other stakeholders. Videoconferences with court, counsel, Monitor, Service List and other stakeholders. In-person meetings with counsel, Monitor and other stakeholders. Communications with counsel, Monitor and other stakeholders regarding goods in transit, account reconciliation, inventory, purchase agreements, orders, reports, motions, injunction application, CCAA termination and other issues. Email correspondence with Service List.	
Colton Smith (Associate): Review and response to email communications from counsel and Monitor. Conduct security review.	5.2
Sean Pittman (Associate): Communications with counsel and review and commentary of correspondence to Court.	0.3
Laura Smith (Paralegal): Drafting Statement of Accounts and Disbursements for Monitor's Eighth Report. Drafting Order relation to WEPPA. Coordinate due diligence searches with respect to security review.	4.5
Sarah Keddy (Paralegal): Perform due diligence searches with resect to security review.	0.7
Breanna Langley (Paralegal): Perform due diligence searches with resect to security review.	1.0
Janessa Parsons (Paralegal): Perform due diligence searches with resect to security review.	1.4

Summary of fees, disbursement and tax of each invoice:

Invoice	Date	Fees	Disb.	Tax	Total (without HST)	Total (including HST)
91135930	July 10, 2024	$17,913.00	$73.00	$2,686.95	$17,986.00	$20,672.95
91142707	August 2, 2024	$5,433.50	$68.40	$816.29	$5,501.90	$6,318.19
91149848	September 16, 2024	$12,581.00	$60.00	$1,887.15	$12,541.00	$14,528.15
91155568	October 15, 2024	$9,443.00		$1,416.45	$9,443.00	$10,859.45
91166882	November 27, 2024	$27,422.50	$60.00	$4,113.38	$27,482.50	$31,595.88
91177454	December 31, 2024	$9,448.50	$725.05	$1,517.04	$10,173.55	$11,690.59
TOTAL:		**$82,241.50**	**$986.45**	**$12,437.26**	**$83,227.95**	**$95,665.21**

CONFIDENTIAL APPENDIX O

OMITTED – FILED UNDER SEAL