

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

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

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

**FIRST 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.**

July 25, 2023



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

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INTRODUCTION

1. On July 3, 2023, Big Erics Inc (“**BEI**”) and Terra Nova Old Port Foods Inc. (“**TNOPI**”) (collectively as, the “**Companies**”) filed Notices of Intention to Make a Proposal (“**NOIs**”) pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the “**BIA**”). Upon filing of the NOIs, Grant Thornton Limited was appointed as trustee (in such capacity, the “**Proposal Trustee**”) under the proceedings.
2. On July 11, 2023, the Companies made an application to the Supreme Court of Newfoundland and Labrador (the “**Court**”) to convert the NOI proceedings to proceedings under the Companies’ Creditors Arrangement Act, R.S.C., 1985, c. C-36, as amended (“**CCAA Proceedings**”). The Court issued an order (the “**Initial Order**”) on July 18, 2023, pursuant to which Grant Thornton Limited was appointed as Monitor (in such capacity, the “**Monitor**”) for the Companies. A copy of the Initial Order is attached hereto as **Appendix “A”**.
3. The Initial Order, the Court ordered among other things:
 - (a) that the CCAA applies to the Companies;
 - (b) a stay of proceedings against the Companies until and including July 28, 2023 or such later date as this Court may order (“**Stay of Proceedings**”);
 - (c) that Grant Thornton Limited is appointed as Monitor; and
 - (d) that a comeback hearing be set for July 28, 2023 (the “**Comeback Hearing**”).
4. The pre-filing report of the Monitor (the “**Pre-Filing Report**”) and other information, including the Companies NOI proceedings and application materials in respect of these CCAA Proceedings has been made available to stakeholders on the Monitor’s case website at www.GrantThornton.ca/BigErics.

PURPOSE OF THE FIRST REPORT

5. The purpose of this report (the “**First Report**”) is to update the Court on the Monitor’s duties as set out in section 23(1)(a) of the CCAA and to support the Companies’ request for an amended and restated initial order (“**Proposed ARIO**”), which changes would include:

- (a) extension of the Stay of Proceedings to September 30, 2023;
- (b) granting an Administration Charge as security for the professional fees and disbursements relating to services rendered in respect of the Companies for the Monitor, the Monitor's legal counsel, the Companies legal counsel relating to the CCAA Proceedings; and
- (c) granting a Directors Charge, subordinated only to the Administration Charge, as security for statutory remittances to the Canada Revenue Agency for HST and source deductions.

TERMS OF REFERENCE

6. In preparing this First Report, the Monitor has relied upon unaudited internal financial statements, certain other financial information and financial projections of the Companies, discussions with management of the Companies ("**Management**") and its legal advisors, and discussions with the Companies financial advisor, Noseworthy Chapman, (collectively, the "**Information**"). While the Monitor has reviewed the Information for reasonableness and believes that the information provides a fair summary of the transactions and underlying financial position as reflected in the documents of the Companies, the Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Generally Accepted Auditing Standards.
7. Some of the Information used in preparing this First Report consists of forward-looking information, including the Cash Flow Projections. The Monitor cautions that such information is based on assumptions about future events and conditions that are not yet ascertainable. The actual results with respect to the forward-looking information and the variations thereof could be significant.
8. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, within the context in which the Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor has requested that Management bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this First Report

is based solely on the Information (financial or otherwise) made available to the Monitor by the Companies and Management.

9. The First Report has been prepared for the use of this Honourable Court and the Companies stakeholders as general information relating to the Companies and these CCAA Proceedings, and to assist the Court in determining whether to grant the relief sought in the Companies' application. Accordingly, the reader is cautioned that this First 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 First Report contrary to the provisions of this paragraph.
10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in the Initial Order granted by the Court.

ACTIVITIES OF THE MONITOR

11. Given the limited passage of time between the date of the Pre-Filing Report and this First Report, the Monitor has, among other things:
 - (a) continued to assist the Companies with their communications of these CCAA Proceedings;
 - (b) providing strategic and restructuring advice to the Companies;
 - (c) interacting with the Companies legal counsel and financial advisors;
 - (d) providing assistance to the Companies with monitoring the Cash Flow Projections;
 - (e) continued to assist and hold conversations with the employees, creditors, and suppliers;
 - (f) developed and implemented the processes to monitor the operations of the Companies including, but not limited to, reviewing sales targets and cash flow reporting, the effect of the stay of proceedings on payments and related cut off;
 - (g) issued the required notices pursuant to the CCAA;
 - (h) continued to maintain the Monitor's case website; and

- (i) prepared this First Report.

ACTIVITIES OF THE COMPANIES

- 12. Given the limited passage of time between the date of the Pre-Filing Report and this First Report, the Companies have, among other things:
 - (a) continued to stabilize their operations;
 - (b) continued communication with the Monitor, creditors, customers, suppliers and other stakeholders; and
 - (c) continued discussions with interested parties, as noted in the Pre-Filing Report during the Companies Investor Solicitation Process.

NOTICE TO CREDITORS AND STAKEHOLDERS

- 13. The Monitor has issued the following required notices pursuant to Section 23(1) of the CCAA:
 - (a) The Monitor has made arrangements to publish a notice of the Initial Order and these CCAA Proceedings in:
 - i. The Telegram on Thursday July 26, 2023 and August 2, 2023; and
 - ii. The Chronicle Herald on Thursday July 26, 2023 and August 2, 2023.A copy of the newspaper ad to be published is attached hereto as **Appendix B**.
 - (b) On July 24, 2023, sent to every known creditor, by ordinary mail, notice advising them that the Initial Order is publicly available. A copy of the Notice to Creditors is attached hereto as **Appendix "C"**.
 - (c) The Monitor has posted the Notice to Creditors, and other relevant materials, on the Monitor's website at www.GrantThornton.ca/BigEricks.
 - (d) On July 24, 2023, posted to the Monitor's website a list, showing the names and addresses of all known creditors and the estimated amounts of those claims.

14. Further pursuant to Section 23(1) of the CCAA:

- (a) Pursuant to Section 23(1)(b), the Monitor, as noted in the Pre-Filing Report, assisted the Companies in the preparation of their individual cash flow statements and reviewed those statements for reasonableness. That information is contained in the Pre-Filing Report in paragraphs 53 through 64 with the cash flow statement attached as Appendices “G” and “H” of the Pre-Filing Report;
- (b) Pursuant to Section 23(1)(c), The Monitor in the Pre-Filing Report outlined the cause of the financial difficulties and insolvency of the Companies. This is also further explained in the Affidavit of William Barlett (the “**Barlett Affidavit**”) and the Affidavit of Nicole Myles Brook (the “**Brook Affidavit**”);
- (c) Pursuant to Section 23(e), the creditors, as detailed in the Notice to Creditors, have been advised of the Monitor’s reporting required by Section 23(1)(b) of the CCAA; and
- (d) On July 25, 2023, the Monitor filed with the Superintendent of Bankruptcy the prescribed forms pursuant to Section 23(1)(f).

DIRECTORS OF THE COMPANIES

15. The Directors of BEI as listed on the Corporations Canada website attached as **Appendix “D”** are:

- (a) Joan Myles;
- (b) Wayne Myles;
- (c) Nicole Myles Brook; and
- (d) Brendan Paddick.

16. The Directors of TNOPI as listed on the Corporations Canada website attached as **Appendix “E”** are:

- (a) Hutson Myles;
- (b) Joan Myles;
- (c) Wayne Myles; and
- (d) Brendan Paddick.

17. The Companies are related to the following entities:

- (a) Lighthouse Realty Atlantic Inc. (“**LRAI**”) – Landlord for the entities in Newfoundland and Labrador and to whom they would pay rent. LRAI is also a creditor. A copy of the Companies and Deeds Online is attached hereto as **Appendix “F”**.
- (b) Lighthouse Capital Atlantic Inc. (“**LCAI**”) – is a shareholder in each of the Companies. LCAI is also a creditor to the Companies. In addition, LCAI is a co-borrower with the Companies in relation to the mezzanine indebtedness. The mezzanine indebtedness is described in paragraph 38 of the Pre-Filing Report. A copy of the Companies and Deeds Online is attached hereto as **Appendix “G”**.
- (c) Mack Restaurant & Kitchen Services Inc. (“**Mack**”) – is a wholly owned subsidiary of BEI which ceased operations in March 2020. Mack is a creditor of BEI. A copy of the Registry of Joint Stocks Profile is attached hereto as **Appendix “H”**.

CREDITORS OF THE COMPANIES

18. A summary of the major secured creditors from which the Companies are co-borrowers as follows:

(a) Bank of Montreal:

- i. The Companies are co-borrowers on two credit facilities with the Bank of Montreal (“**BMO**”) in the form of a corporate Mastercard account, owing approximately \$45,610.38, and revolving operating lines, owing approximately \$6,301,071;
- ii. Non-revolving demand loan, under the EDC Business Credit Availability Program Guarantee as described in the Pre-Filing Report, owing approximately \$3,223,386;
- iii. Non-revolving demand loan, under the EDC Business Credit Availability Program Guarantee as described in the Pre-Filing Report, owing approximately \$1,208,770; and
- iv. The debt owing to BMO is described further in the Affidavit of Martine Langlois filed with the Court by BMO.

(b) Mezzanine Debt Holders:

- i. As described in the Pre-Filing Report, the mezzanine debt holders (the “**Mezz Creditors**”) are represented by Joan and Wayne Myles. The Companies owe approximately \$1,938,653 as of June 20, 2023 and are co-borrowers on this debt with Lighthouse Capital Atlantic Inc.

19. In addition to the above noted debt that is co-borrowed, the Companies owe various amounts to other creditors, both secured and unsecured which are largely unrelated given the different business operations. Details are attached as Appendix D and F to the Pre-Filing Report.
20. The Monitor is unaware of any indebtedness to CRA. CRA has advised it has requested a trust exam on an expedited basis.
21. The additional secured creditors of BEI includes:

(a) Blue Chip Leasing Corporation:

- i. The Monitor is aware of registrations by Blue Chip Leasing Corporation (“**Blue Chip**”) on the Personal Property Registry. The Monitor has not conducted an independent legal review of this registration.
- ii. Blue Chip has two registrations against BEI for two photocopiers.

22. A copy of the Personal Property Registry search results for BEI is attached hereto as **Appendix “I”**.
23. The additional secured creditors of TNOPFI includes:

(a) CWB National Leasing Inc:

- i. The Monitor is aware of a registration by CWB National Leasing Inc. (“**CWB**”) on the Personal Property Registry. The Monitor has not conducted an independent legal review of this registration.
- ii. CWB has a registration against TNOPFI for a 2022 Heli CPYD25-KU1H Forklift.

(b) Vendor Lender Funding:

- i. The Monitor is aware of a registration by VendorLender Funding (“**VendorLender**”) on the Personal Property Registry. The Monitor has not conducted an independent legal review of this registration.
 - ii. VendorLender has a registration against TNOPI for a Hobart Prime Mixer Grinder.
24. A copy of the Personal Property Registry search results for TNOPI is attached hereto as **Appendix “J”**.

LITIGATION

25. The Monitor has also been made aware of a possible claim from a former employee of BEI pursuant to which either wages or termination pay may be owed. The Monitor has not reviewed the status of this claim, if any, or determined if any priority exists.
26. The Monitor has also been made aware of ongoing litigation between BEI and Vision 33. The litigation includes a claim and counterclaim. The Monitor has not reviewed the status of this proceeding.

PROPOSED ADMINISTRATION CHARGE

27. The Proposed ARIO provides for an Administration Charge ranking ahead of all security, interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise in favour of any person (as defined in the Proposed ARIO).
28. The Administration Charge contemplates the Monitor, the Monitor’s legal counsel, and the Companies legal counsel be granted a Court-ordered charge on the assets of the Companies as security for professional fees and disbursements relating to services rendered in respect of the Companies regarding the CCAA Proceedings (whether incurred prior to or after the commencement of the CCAA Proceedings) at the standard rates and charges in an amount not to exceed \$150,000.
29. This is a reduction from the \$300,000 initially sought and described in the Pre-Filing Report at paragraph 66.

30. The Monitor understands that the proposed Administration Charge has been extensively negotiated between the Companies, BMO and the Mezz Debt creditors, and has the support of these senior secured creditors.
31. The Administration Charge threshold has been established based on the various professionals' previous history and experience with restructurings of similar magnitude and complexity. If the Proposed ARIO should be granted by this Honourable Court, the Monitor believes that the proposed Administration Charge is required and reasonable in the circumstances.

PROPOSED DIRECTORS CHARGE

32. The Proposed ARIO provides for a Directors Charge which states that it would rank ahead of all security, interests, trusts, liens, charges (except the Administrative Charge) and encumbrances, claims of secured creditors, statutory or otherwise in favour of any person (as defined in the Proposed ARIO), however does not prime any secured creditor not served with the initial application.
33. The Directors Charge would rank behind the Administrative Charge.
34. The Directors Charge proposed is \$150,000. The amount was calculated by taking the average monthly HST remittance from December 2022 to April 2023 for BEI (amount is \$55,498).
35. This is a reduction from the \$250,000 initially sought and described in the Pre-Filing Report at paragraph 70.
36. The Monitor believes that the proposed Directors Charge is required and reasonable in the circumstances.

PROPOSED KEY EMPLOYEE RETENTION PLAN ("KERP")

37. Addition information on the KERP is attached hereto as **Confidential Appendix "K"**.
38. On consultation with the Companies, the Monitor continues to believe that the proposed KERP is required and reasonable in the circumstances.

ANTICIPATED NEXT STEPS IN THE PROPOSED CCAA PROCEEDINGS

39. The Monitor understands that the Companies will be requesting a subsequent hearing to be scheduled by the Court. At the subsequent hearing, the Monitor understands that the Companies will request:
- (a) An extension of the Stay of Proceedings; and
 - (b) Approval of a Sales and Investment Solicitation Process (“**SISP**”).
40. The Monitor understands that should this Court grant the Proposed ARIO, the Companies will continue its work on stabilizing its operations and continue discussions with interested parties in the Investment Solicitation Process (“**ISP**”).

NEED FOR THE PROPOSED ARIO

41. The Monitor continues to be of the view that BEI has a viable business and is an appropriate proceeding for the wind down of TNOPI.
42. The CCAA Proceedings will allow the Companies to continue operations while seeking new financing or equity investment, or a sale of the business (in whole or in part) through a court approved SISP. The Monitor is of the view that the CCAA Proceedings are in the best interests of the Companies and their stakeholders and will increase the chances of a successful restructuring.
43. For the reasons set out in this First Report, the Monitor is of the view that the relief requested by the Companies is reasonable and respectfully recommends to this Court to grant the Proposed ARIO.

NO MATERIAL ADVERSE CHANGE

44. The Monitor is not aware of any issue or condition that could be considered a Material Adverse Change pursuant to s.23(1)(d).
45. The Monitor continues to be of the opinion that s.23(1)(h) does NOT apply and it would be more beneficial to the Companies’ creditors to continue with the CCAA Proceedings.

GOOD FAITH AND DUE DILIGENCE

46. The Monitor continues to believe the Companies are acting in good faith and with due diligence.

RECOMMENDATION

47. For the reasons set out in this First Report, the Monitor respectfully recommends that this Honorable Court:
- (a) Extend the Stay of Proceedings to September 30, 2023 or to the date of a subsequent hearing, to be scheduled by the Court;
 - (b) The granting of an Administrative Charge in the amount of \$150,000;
 - (c) The granting of a Directors Charge in the amount of \$150,000; and
 - (d) Approval of the proposed KERP.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 25 day of July 2023.

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



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

Appendix “A”

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

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

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

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

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

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

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

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this 18th day of July, 2023.

ON READING the affidavit of Bill Barlett sworn July 11, 2023, and the Exhibits thereto (the "Barlett Affidavit"), the affidavit of Nicole Myles Brook sworn July 16, 2023 and the Exhibits thereto (the "Myles Brook Affidavit") the report dated July 17, 2023 (the "First Report"), of Grant Thornton Ltd. ("GTL") in its capacity as proposal trustee (the "Proposal Trustee"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the Proposal Trustee, as well as any person listed on the affidavit of service of Sharon Kour filed with this application, and further upon reading the consent of GTL to act as the monitor (the "Monitor").

d

Filed	July 20, 23	EW
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SERVICE

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

CONTINUANCE UNDER THE CCAA

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

3. **THIS COURT ORDERS AND DECLARES** that effective July 18, 2023, the Applicants' proposal proceedings (the "**Proposal Proceedings**") commenced under Part III of the BIA are hereby taken up and continued under the CCAA and that, as of such date, the provisions of Part III of the BIA shall have no further application to the Applicants, save that any and all steps, agreements and procedures validly taken, done or entered into by the Applicants and all Orders granted during the Proposal Proceedings shall remain valid and binding, notwithstanding the commencement of the CCAA proceedings. For greater certainty, in the event of a conflict between an Order granted during the Proposal Proceedings and this Order, this Order shall govern.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall each remain in possession and control of their respective current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, whether real, personal, immovable or moveable, inchoate or intangible, including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their respective business (the "**Business**") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, officers, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem



reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place with the Bank of Montreal ("BMO"), as described in the Barlett Affidavit (as may be altered with the consent of BMO) (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that from and after the date of this Order, the Applicants shall each maintain separate books and records and shall account separately in respect of receipts and disbursements. The Applicants shall not commingle funds and revenues received or receivable by the Applicant nor incur or pay any expenses or costs payable directly by the other Applicant or for the benefit of the other Applicant. The Applicants shall continue to maintain separate accounts for each corporate entity and shall not commingle funds except with the consent of BMO and the Monitor or leave of this Court.

8. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicants following the date of this Order.

10. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by each of the Applicants.



11. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, insurance, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

12. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

13. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If the Applicants disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the



landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. **THIS COURT ORDERS** that until and including 28 July 2023, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicants or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform or provide any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.



CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

20. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.



APPOINTMENT OF MONITOR

21. **THIS COURT ORDERS** that GTL is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicants in their preparation of the Applicant's cash flow statements;
- (d) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (e) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (g) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (h) perform such other duties as are required by this Order or by this Court from time

to time.

23. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

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

25. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential or commercially sensitive, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree.

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or



obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel and other external professional advisors to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to, the date of this Order, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a bi-weekly basis.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Evening Telegram (St. John's) and the Chronicle Herald (Halifax) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order make this Order publicly available in the manner prescribed under the CCAA, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

30. **THIS COURT ORDERS** that the Applicants and Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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



32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of either of the Applicants, the related Business or the related Property.

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

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

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

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

ISSUED AT St John's in the
Province of Newfoundland and Labrador.
this 20 day of July, A.D. 2023
Emilia White
court officer

Appendix “B”

**NEWFOUNDLAND AND LABRADOR
SUPREME COURT
(BANKRUPTCY AND INSOLVENCY)**

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

**AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
Big Erics Inc. and Terra Nova Old Port Foods Inc.
(the "Companies")**

PLEASE TAKE NOTICE that an Initial Order was made by the Supreme Court of Newfoundland and Labrador, on July 20, 2023, following the hearing of an application by the Companies and that Grant Thornton Limited was appointed as Monitor.

PLEASE TAKE NOTICE that any person with a claim, grievance, application, suit, right or remedy, or proceeding or enforcement process in any, tribunal, or arbitration association, relating to the Companies are stayed on terms as set out in the Initial Order, with the exception of certain property in favour of the creditors.

PLEASE TAKE FURTHER NOTICE that a copy of the Initial Order and additional information regarding this proceeding has been made available on the Monitor's website at: www.GrantThornton.ca/BigErics. If you require further information, please contact a representative of the Monitor (Corey Hines, T: 902-491-7704, E: Corey.Hines@ca.gt.com).



Grant Thornton

Appendix “C”

July 21, 2023

Court File No. 24544 & 24543

NOTICE TO CREDITORS

**In the Matter of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36,
as amended
and in the Matter of Big Erics Inc. and Terra Nova Old Port Foods Inc.
(the "**Companies**")**

On July 3, 2023, the Companies each filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to Section 50.4(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c.B-3, as amended (the "**BIA**"). Upon filing of the NOI, Grant Thornton Limited was appointed as trustee ("**GTL**", or in such capacity, the "**Proposal Trustee**") under the proceedings.

On July 20, 2023, the Companies sought and obtained an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to convert the NOIs proceedings to proceedings under the CCAA. The Initial Order provides, among other things, a stay of proceedings until July 28, 2023 (the "**Stay Period**") which may be extended by the Court from time to time. The Companies will be seeking an extension of the Stay Period at a hearing scheduled for July 28, 2023 at 10:30am NL time. Pursuant to the Initial Order, Grant Thornton Limited was appointed as monitor (the "**Monitor**") of the Companies. A copy of the Initial Order (when available) and copies of the materials filed in the CCAA proceedings may be obtained from www.GrantThornton.ca/BigErics or on request by a representative of the Monitor (Corey Hines; T: 902-491-7704, E: Corey.Hines@ca.gt.com).

Pursuant to the Initial Order, all persons having oral or written agreements with the Companies or statutory or regulatory mandates for the supply of goods and/or services are restrained until further Order of the Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Companies, provided that the normal prices or charges for all such goods or services received after the date of the Initial Order are paid the Companies in accordance with normal payment practices of the Companies or such other practices as may be agreed upon by the supplier or service provider and the Companies and the Monitor, or as may be ordered by this Court. The filing of the NOI and granting of the Initial Order prohibits the Companies from making payment of amounts relating to the supply of goods or services prior to July 3, 2023.

During the Stay Period, all parties are prohibited from commencing or continuing legal action against the Companies and all rights and remedies of any party against or in respect of the Companies or their assets are stayed and suspended except with the written consent of, the Companies and the Monitor, or leave of the Court.

Copies of current and future court orders and other materials relating to these proceedings will be posted to the Monitor's website during these proceedings. We recommend that creditors who have questions check the Monitor's website regularly at www.GrantThornton.ca/BigErics.

To date, no claims procedure has been approved by the Court and creditors therefore are not required to file a proof of claim at this time.



If you have any questions or wish to speak to a representative of Grant Thornton Limited, please contact us at:

Corey Hines
Grant Thornton Limited
Corey.Hines@ca.gt.com
T: +1 (902) 491-7704
www.GrantThornton.ca/BigEricks

Sincerely,

GRANT THORNTON LIMITED
In its Capacity as Monitor of
Big Ericks Inc. and Terra Nova Old Port Foods Inc.



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

Appendix “D”



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1153350-9

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1153350-9

Business Number (BN)

879569010RC0003

Corporate Name

Big Erics Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2019-07-24

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

Cox & Palmer, Scotia Centre, Suite 1100
235 Water Street

St. John's NL A1C 1B6
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 9

Brendan Paddick
54 Fortune Bay Inlet
PO Box F-42498
Free Port, Grand Bahama 42498
Bahamas

Wayne Myles
93 Water Street
St. John's NL A1C 1A5
Canada

Joan Myles
1 Chemin de la Pointe
Grand-Digue NB E4R 4C6
Canada

Nicole Myles Brook
1561 Henry Street
Halifax NS B3H 3K1
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the

corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

07-24

Date of Last Annual Meeting

2022-06-28

Annual Filing Period (MM-DD)

07-24 to 09-22

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2023 - Not due

2022 - Filed

2021 - Filed

Corporate History

Corporate Name History

2019-07-24 to Present

Big Erics Inc.

Certificates and Filings**Certificate of Continuance**

2019-07-24

Previous jurisdiction: Newfoundland and Labrador

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2023-06-12

Appendix “F”

-
-
-

- [Main](#)
- [Companies](#)
- [Condominiums](#)
- [Co-operatives](#)
- [Deeds](#)
- [Mechanics Liens](#)
- [Lobbyists](#)

Companies and Deeds Online - CADO

Detailed Company Information

Company Name: Lighthouse Realty Atlantic Inc.

In Good Standing

Company Number: 83142

Status: Active

Last Annual Return: 2022-12-31

Incorporation Jurisdiction: NL

Incorporation Date: 2019-01-01

Corporation Type:

Category:

Business Type:

Filing Type:

Min/Max Directors:

Company

Local

With Share Capital

Amalgamation

1 / 10

Additional Information:

(Latest addresses on file)

Registered Office:

Cox & Palmer
Scotia Centre, Suite 1100
235 Water Street
St. John's
NL Canada
A1C 1B6

Mailing Address:

Same as Registered Office

[Obtain a Certificate of Good Standing_\(Fee \\$10.00\)](#)

[Return](#)

[\[Previous Names\]](#)

[\[Amalgamated Information\]](#)

[\[Current Directors\]](#)

[\[Historical Remarks\]](#)

Amalgamated Information

Name	Number
From: DGI COMMERCIAL REALTY INC.	82682
From: DGI PROPERTIES INC.	50293

Current Directors

Records Found: 2

Viewing Records: 1-2

Director Name

Joan Myles

Wayne Myles

▲ [Return to top](#)

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Appendix “E”

**Government
of Canada****Gouvernement
du Canada**

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1153361-4

 Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1153361-4

Business Number (BN)

720146281RC0001

Corporate Name

Terra Nova Old Port Foods Inc.

Status

Active

Governing Legislation

Canada Business Corporations Act - 2019-07-24

[Order a Corporate Profile](#) [[View PDF Sample](#)] [[View HTML Sample](#)].

[Find existing extra-provincial registrations of this corporation on Canada's Business registries](#) 

Registered Office Address

Cox & Palmer, Scotia Centre, Suite 1100
235 Water Street

St. John's NL A1C 1B6
Canada

Note

Active CBCA corporations are required to update this information within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors

Minimum 1

Maximum 5

Joan Myles
1 Chemin de la Pointe
Grand-Digue NB E4R 4C6
Canada

Brendan Paddick
54 Fortune Bay Inlet
PO Box F-42498
Freeport, Grand Bahama 42498
Bahamas

F. Hutson Myles
63 Ennis Avenue
St. John's NL A1A 1Y7
Canada

Wayne Myles
93 Water Street
St. John's NL A1C 1A5
Canada

Note

Active CBCA corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the

corporation or contact [Corporations Canada](#). We will inform the corporation of its [reporting obligations](#).

Annual Filings

Anniversary Date (MM-DD)

07-24

Date of Last Annual Meeting

2022-06-28

Annual Filing Period (MM-DD)

07-24 to 09-22

Type of Corporation

Non-distributing corporation with 50 or fewer shareholders

Status of Annual Filings

2023 - Not due

2022 - Filed

2021 - Filed

Corporate History

Corporate Name History

2019-07-24 to Present

Terra Nova Old Port Foods Inc.

Certificates and Filings**Certificate of Continuance**

2019-07-24

Previous jurisdiction: Newfoundland and Labrador

[Order copies of corporate documents](#)

[Start New Search](#)

[Return to Search Results](#)

Date Modified:

2023-06-12

Appendix “G”

-
-
-

- [Main](#)
- [Companies](#)
- [Condominiums](#)
- [Co-operatives](#)
- [Deeds](#)
- [Mechanics Liens](#)
- [Lobbyists](#)

Companies and Deeds Online - CADO

Detailed Company Information

Company Name: Lighthouse Capital Atlantic Inc.

In Good Standing

Company Number: 83147

Status: Active

Last Annual Return: 2022-12-31

Incorporation Jurisdiction: NL

Incorporation Date: 2019-01-01

Corporation Type:

Category:

Business Type:

Filing Type:

Min/Max Directors:

Company

Local

With Share Capital

Amalgamation

1 / 5

Additional Information:

(Latest addresses on file)

Registered Office:

Cox & Palmer
Suite 1100 Scotia Centre
235 Water Street
St. John's
NL Canada
A1C 1B6

Mailing Address:

Same as Registered Office

[Obtain a Certificate of Good Standing_\(Fee \\$10.00\)](#)

[Return](#)

[\[Previous Names\]](#)

[\[Amalgamated Information\]](#)

[\[Current Directors\]](#)

[\[Historical Remarks\]](#)

Amalgamated Information

Name	Number
From: Lighthouse Capital Atlantic Inc.	83129
From: TERRA NOVA FOODS INC.	40662

Current Directors

Records Found: 2

Viewing Records: 1-2

Director Name

Joan Myles

Wayne Myles

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Appendix “H”

MACK RESTAURANT AND KITCHEN SERVICES INC.

Profile

[Previous Names](#)[Relationships](#)[Events \(24\)](#)

Reg. Number

3027197

Reg. Name

MACK RESTAURANT AND KITCHEN SERVICES INC.

Type

Limited Company

Status

Amalgamated

Effective Date

01-Apr-2019

Registered on

01-Mar-1999

Next Annual Return

Addresses

Reg. Address

1100-1959 UPPER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 3N2, CANADA

Mailing Address

P.O. BOX 2380, HALIFAX, NOVA SCOTIA, B3J 3E5, CANADA

MACK RESTAURANT AND KITCHEN SERVICES INC.

[Profile](#) [Previous Names](#) [Relationships](#) [Events \(24\)](#)

Name	Relationship	Effective From
WAYNE MYLES	Director	08-Mar-2019

Name	Relationship	Effective From
JOAN MYLES	Director	08-Mar-2019

Name	Relationship	Effective From
NORM MENSOUR	Director	08-Mar-2019

Name	Relationship	Effective From
WAYNE MYLES	Officer(CHAIRMAN OF THE BOARD)	08-Mar-2019

Name	Relationship	Effective From
JOAN MYLES	Officer(SECRETARY AND TREASURER)	08-Mar-2019

MACK RESTAURANT AND KITCHEN SERVICES INC.

[Profile](#) [Previous Names](#) [Relationships](#) [Events \(24\)](#)

Name	Relationship	Effective From
NORM MENSOUR	Officer(President)	08-Mar-2019

Name	Relationship	Effective From
MOHAMMAD ALI RAZA (1100-1959 UPPER WATER STREET, Halifax, NOVA SCOTIA, B3J 3N2, CANADA)	Recognized Agent	08-Mar-2019

Name	Relationship	Effective From
3326156 - MACK RESTAURANT AND KITCHEN SERVICES INC.	Amalgamated To	02-Apr-2019

Name	Relationship	Effective From
1112680 - MACK RESTAURANT EQUIPMENT AND SUPPLIES LIMITED	Amalgamated From	01-Mar-1999

Name	Relationship	Effective From
3013923 - 3013923 NOVA SCOTIA LIMITED	Amalgamated From	01-Mar-1999

Items per page 5

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< >

Appendix “I”

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Nova Scotia
Type of Search: Debtors (Enterprise)
Search Criteria: big erics inc.
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-07-03 10:06 (Atlantic)
Transaction Number: 24525782
Searched By: W175489

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
*	*	32169229	BIG ERICS INC.	ST. JOHN'S
*	*	32439119	BIG ERICS INC.	ST. JOHN'S
		29384765	Big Eric's Janitorial Food Services	HALIFAX
	*	28760940	BIG ERICS	HALIFAX
	*	29384765	BIG ERICS	HALIFAX
	*	28760940	BIG ERICS INC	HALIFAX
	*	29384765	BIG ERICS INC	HALIFAX
		28760940	BIG ERICS JANITORIAL FOOD SERVICE	HALIFAX

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 2 registration(s) contained information that **exactly** matched the search criteria you specified.

- 6 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 32169229

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32169229	2019-12-06 16:17	2024-12-06	10033393-14

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BIG ERICS INC.
235 WATER STREET, SUITE 1100
ST. JOHN'S NL A1C 1B6
Canada

Secured Parties

Type: Enterprise
BANK OF MONTREAL
1675 GRAFTON STREET, SUITE 1400
HALIFAX NS B3J 0E9
Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.

Registration Details for Registration Number: 32439119

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	32439119	2020-02-18 11:57	2026-02-18	10033393-3

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BIG ERICS INC.
SCOTIA CENTRE, SUITE 1100
235 WATER STREET
ST. JOHN'S NL A1C 1B6
Canada

Secured Parties

Type: Individual

MYLES, WAYNE
PURDY'S WHARF TOWER 1
1100-1959 UPPER WATER STREET
HALIFAX NS B3J 3N2
Canada

Type: Individual
MYLES, JOAN
PURDY'S WHARF TOWER 1
1100-1959 UPPER WATER STREET
HALIFAX NS B3J 3N2
Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property.

Registration Details for Registration Number: 28760940

Province or Territory: Nova Scotia

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	28760940	2018-01-05 10:16	2024-01-05	AVS6726231

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BIG ERICS INC
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Type: Enterprise
BIG ERICS
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Type: Enterprise
BIG ERICS JANITORIAL FOOD SERVICE
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Type: Enterprise
B
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Secured Parties

Type: Enterprise
BLUE CHIP LEASING CORPORATION
156 DUNCAN MILL RD, UNIT 16
TORONTO ON M3B3N2
Canada

General Collateral

ALL PHOTOCOPIER EQUIPMENT OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY, AS LESSOR, TO THE DEBTOR, AS LESSEE, PURSUANT TO A SECURITY AGREEMENT 52795 (86134) AS AMENDED FROM TIME TO TIME, INCLUDING : 1- TOSHIBA 2508A COPIER, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL; OR PROCEEDS THEREOF. PROCEEDS: ACCOUNTS, CHATTEL PAPER, GOODS, DOCUMENTS OF TITLE, INVENTORY, INSTRUMENTS, MONEY, INTANGIBLES AND SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

Registration Details for Registration Number: 29384765

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	29384765	2018-05-22 12:45	2024-05-22	AVS7436922

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
BIG ERICS INC
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Type: Enterprise
Big Eric's Janitorial Food Services
PO BOX 8568 STATION A

HALIFAX NS B3K5M3
Canada

Type: Enterprise
BIG ERICS
PO BOX 8568 STATION A
HALIFAX NS B3K5M3
Canada

Secured Parties

Type: Enterprise
BLUE CHIP LEASING CORPORATION
156 DUNCAN MILL RD, UNIT 16
TORONTO ON M3B3N2
Canada

General Collateral

ALL PHOTOCOPIER EQUIPMENT OF EVERY NATURE OR KIND, FINANCED BY THE SECURED PARTY, AS LESSOR, TO THE DEBTOR, AS LESSEE, PURSUANT TO A SECURITY AGREEMENT 54932 (90970), AS AMENDED FROM TIME TO TIME, INCLUDING : 1- TOSHIBA 2505AC COPIER, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL; OR PROCEEDS THEREOF. PROCEEDS: ACCOUNTS, CHATTEL PAPER, GOODS, DOCUMENTS OF TITLE, INVENTORY, INSTRUMENTS, MONEY, INTANGIBLES AND SECURITIES (ALL AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS.

END OF REPORT

Appendix “J”

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched: Newfoundland and Labrador
Type of Search: Debtors (Enterprise)
Search Criteria: terra nova
Date and Time of Search (YYYY-MM-DD hh:mm): 2023-06-30 20:58 (Atlantic)
Transaction Number: 24524256
Searched By: W175489

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
		7689245	HORIZON ECONOMIQUE DE TERRE-NEUVE-ET-LABRADOR INC.	St. John's
		850032	HUSKY TERRA NOVA PARTNERSHIP	CALGARY
		16474199	L'EGLISE UNIE DU CANADA SYNODE DE TERRE-NEUVE ET DU LABRADOR	ST. JOHN'S
		3182282	La Federation des Francophones de Terre Neuve et du Labrador	St. John's
		12646931	Newfoundland LNG Company Inc./ Terre Neuve LNG Compagnie Inc. (previous name)	St. John's
		849976	PETRO-CANADA (TERRA NOVA) INC.	CALGARY
		849976	PETRO-CANADA TERRA NOVA PARTNERSHIP	CALGARY
		3855242	Terra Nova Attractions Limited	Glovertown
		3969860	Terra Nova Attractions Limited	Glovertown
		11355468	Terra Nova Attractions Limited	Glovertown
		11789864	TERRA NOVA ATTRACTIONS LIMITED	GLOVERTOWN
		17482332	TERRA NOVA BROKERS LTD	PORTUGAL COVE ST PHILIPS
		12593604	Terra Nova Chiropractic Clinics Limited	Clareville
		16317646	TERRA NOVA CHIROPRACTIC CLINICS LIMITED	CLARENVILLE
		16304503	TERRA NOVA FOODS INC.	ST JOHN'S
		16532277	TERRA NOVA FOODS INC.	ST JOHN'S
		6219790	TERRA NOVA GRANITE (2007) INC.	Conception Bay South
		16759391	Terra Nova Granite (2007) Inc.	Conception Bay South
		18710129	Terra Nova Management Inc.	St. John's
		11765856	TERRA NOVA MARKETING INC.	MOUNT PEARL
		18027268	TERRA NOVA MARKETING INC.	MT PEARL
		11335924	TERRA NOVA MOTORS HOLDINGS LIMITED	ST JOHN'S
		1997584	TERRA NOVA MOTORS LIMITED	ST. JOHN'S
		7691884	Terra Nova Motors Limited	St. John's
		13473517	TERRA NOVA MOTORS LIMITED	ST. JOHN'S
		19869684	Terra Nova Motors Limited	ST JOHNS
	*	17516527	TERRA NOVA OLD PORT FOODS INC.	ST. JOHN'S
	*	17659285	TERRA NOVA OLD PORT FOODS INC.	ST. JOHN'S
	*	20021515	Terra Nova Old Port Foods Inc.	St John's
	*	20792941	TERRA NOVA OLD PORT FOODS INC.	ST JOHN
		3855251	Terra Nova Services Limited	Glovertown
		3969904	Terra Nova Services Limited	Glovertown
		11458114	Terra Nova Services Limited	Glovertown
		6419002	TERRA NOVA TRACTOR & EQUIPMENT INC.	MOUNT PEARL
		9851154	TERRA NOVA TRACTOR & EQUIPMENT INC.	Mount Pearl
		6402555	TERRA NOVA TRANSCRIPTION INC.	St John's
		20335725	TERRA NOVA TRANSCRIPTION INC.	ST. JOHN'S
		334482	Terra Nova Trusses (1994) Ltd.	Mount Pearl
		2562756	Terra Nova Trusses (1994) Ltd.	Mount Pearl
		8987224	TERRA NOVA TRUSSES (1994) LTD.	Mount Pearl

Exact	Included	Original Registration Number	Enterprise Name	Place
		16246688	TERRA NOVA TRUSSES (1994) LTD.	MOUNT PEARL
		17157454	TERRA NOVA WATER SERVICES INC	ST. JOHN'S

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.

Included Column Legend

- An asterisk (*) in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts

- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 42 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to www.acol.ca

Registration Details for Registration Number: 17516527

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17516527	2019-12-06 16:17	2024-12-06	10033393-14

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
TERRA NOVA OLD PORT FOODS INC.
235 WATER STREET, SUITE 1100
ST. JOHN'S NL A1C 1B6
Canada

Secured Parties

Type: Enterprise
BANK OF MONTREAL
1675 GRAFTON STREET, SUITE 1400
HALIFAX NS B3J 0E9
Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property, and the proceeds thereof.

Registration Details for Registration Number: 17659285

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	17659285	2020-02-18 11:59	2026-02-18	10033393-3

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
TERRA NOVA OLD PORT FOODS INC.
SCOTIA CENTRE, SUITE 1100
235 WATER STREET
ST. JOHN'S NL A1C 1B6
Canada

Secured Parties

Type: Individual
MYLES, WAYNE
PURDY'S WHARF TOWER 1
1100-1959 UPPER WATER STREET
HALIFAX NS B3J 3N2
Canada

Type: Individual
MYLES, JOAN
PURDY'S WHARF TOWER 1
1100-1959 UPPER WATER STREET
HALIFAX NS B3J 3N2
Canada

General Collateral

A security interest is taken in all of the Debtor's present and after-acquired personal property.

Registration Details for Registration Number: 20021515

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	20021515	2022-07-12 11:13	2028-07-12	3101085

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
Terra Nova Old Port Foods Inc.
49 James Lane
St John's NL A1E 3H3
Canada

Secured Parties

Type: Enterprise
CWB NATIONAL LEASING INC.
1525 BUFFALO PLACE
WINNIPEG MB R3T 1L9
Canada
Phone #: 204-954-9000
Fax #: 866-814-4752

General Collateral

AGREEMENT NUMBER 3101085,
TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND
DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Serial Numbered Collateral

Serial Number	Collateral Type	Description	Added By	Deleted By
230252S2785	Motor Vehicle	2022 HELI CPYD25-KU1H FORKLIFT	20021515	

Registration Details for Registration Number: 20792941

Province or Territory: Newfoundland and Labrador

Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	20792941	2023-05-18 11:20	2028-05-18	307402

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
TERRA NOVA OLD PORT FOODS INC.
49 JAMES LANE
ST JOHN NL A1E3H3
Canada

Secured Parties

Type: Individual
FUNDING, VENDORLENDER
90C CENTURIAN DRIVE SUITE 213
MARKHAM ON L3R8C5
Canada

General Collateral

PURSUANT TO LEASE AGREEMENT 307402, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 307402, INCLUDING BUT NOT LIMITED TO

1- HOBART CANADA MODEL NO. MG1532-16 PRIME MIXER GRINDER, 150 LB. CAPACITY

TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, WHERESOEVER LOCATED AND WHENEVER ACQUIRED, INCLUDING ALL TOOLS, PARTS AND ACCESSORIES USED IN CONNECTION THEREWITH (COLLECTIVELY, THE 'EQUIPMENT'), AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE EQUIPMENT INCLUDING WITHOUT LIMITATION TRADE-INS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS (INCLUDING PROCEEDS OF DISPOSITIONS AND INSURANCE PROCEEDS), AND ALL PROCEEDS OF THE EQUIPMENT AND A RIGHT TO ANY COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE EQUIPMENT.

END OF REPORT