

APPENDIX J

Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims (including, without limitation, claims entitled to priority under sections 507(a) and 503(b)(9) of the Bankruptcy Code) and unsecured nonpriority claims. The filing of a proof of claim form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code (which, despite their administrative priority status, are prepetition claims).

- (d) All administrative claims under section 503(b) of the Bankruptcy Code (other than under section 503(b)(9)) must be made by separate requests for payment in accordance with section 503(a) of the Bankruptcy Code and will not be deemed proper if made by proof of claim. The bar date will not apply to administrative expense claims (other than claims under section 503(b)(9)), claims of governmental entities, and claims of professionals for post-petition fees and expenses.
- (e) Any creditor holding a claim arising prior to the Petition Date of Midway Gold US Inc. and the affiliated debtors and debtors in possession in these cases must file a proof of claim with the court if the claim is: (i) not scheduled, (ii) scheduled as disputed, contingent, or unliquidated, or (iii) if such creditor disagrees with the amount or nature of the scheduled claim.
- (f) Following the Bar Date, a creditor will not be allowed to amend a claim deemed filed on its behalf pursuant to 11 U.S.C. § 1111(a) by virtue of the listing of such claim by debtors in their respective bankruptcy schedules.
- (g) CLAIMANTS WHO HAVE ALREADY FILED THEIR PROOFS OF CLAIM SHOULD NOT FILE A DUPLICATE CLAIM. Claimants who have filed a Proof of Claim MAY file an amended Proof of Claim by the Bar Date.

ANY CLAIM NOT TIMELY FILED WITH THE CLERK OR EPIQ BANKRUPTCY SOLUTIONS, LLC WITHIN THE TIME SET FORTH ABOVE WILL BE FOREVER BARRED FROM SHARING IN THE ESTATE OR BEING TREATED AS A CLAIM FOR PURPOSES OF VOTING OR DISTRIBUTION.³

Dated this 22nd day of July, 2015.

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RW Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEN U.S.C. Holding Inc. (15-16847 MER); GEN (US) Holding Inc. (15-16848 MER).

² As used herein, the term "entity" has the meaning given to it in section 101(15) of the Bankruptcy Code and includes, among other things, "person" as such term is defined in section 101(41) of the Bankruptcy Code.

³ Subject to 11 U.S.C. § 726(a)(1) in the event of conversion.



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TENDERS

**INVITATION FOR OFFERS
MODERN ABATTOIR IN SOUTHWESTERN ONTARIO**

Albert Gelman Inc., in its capacity as Court appointed receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited (the "Abingdon Group") is soliciting offers for the purchase of the business and assets.

The Abingdon Group carried on business as an abattoir, processing lamb and veal from a facility which it owns at 1607 Abingdon Road, Caistor Centre, Ontario. The facility was constructed in 2007 and is approximately 20,500 square feet.

Interested parties may obtain a confidential information memorandum by contacting the receiver and executing a non-disclosure agreement. The deadline for offers is September 17, 2015 at 3:00 p.m. EST.

For more information please contact Tom McElroy at 416-504-1650 ext. 117 or by email at rmcelroy@albertgelman.com.

Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, Ontario M5H 3G2

ALBERT GELMAN
www.albertgelman.com

**CREDIT UNION CENTRAL OF
CANADA /
LA CENTRALE DES CAISSES
DE CRÉDIT DU CANADA**

**APPLICATION FOR
APPROVAL OF CONTINUANCE**

Notice is hereby given that CREDIT UNION CENTRAL OF CANADA / LA CENTRALE DES CAISSES DE CRÉDIT DU CANADA, intends to apply to the Minister of Finance for approval to apply for a Certificate of Continuance as a corporation under the *Canada Business Corporations Act* pursuant to paragraph 32(1)(b) of the *Cooperative Credit Associations Act*.

June 30, 2015
Brenda M. O'Connor
Corporate Secretary
(416) 232-1262

MEETING NOTICES

NOTICE OF MEETING

Notice is hereby given that the following meeting of shareholders has been declared.

ISSUER	TYPE	RECORD DATE	MEETING DATE	MEETING LOCATION
Gale Force Petroleum Inc.	Special	August 6, 2015	September 8, 2015	Toronto, ON

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senators from Massachusetts and North Carolina, in 2004.

And both have drawn fervent crowds who embrace their philosophy and celebrate their candidate-as-fighter styles.

"He is telling the truth, and not giving political speeches," said Gwen Harvey, 67, a retired insurance manager who saw him speak here. Maggie Rawland, 86, a self-described Democratic activist who said she has been attending political rallies in Iowa for 40 years, said Mr. Sanders was "firing up audiences — and better than Dean did."

"He's saying what we are hoping the big majority of people are saying," she added: "that the money in politics has gone too far."

Still, what may prove more significant, as Democrats begin to focus on the choice ahead of them and attention shifts from the Re-

America is to develop a strong grass-roots movement that I call a revolution," he told members of Netroots Nation, an organization of liberal activists, at its convention in Phoenix in July. "We need a mass movement of the American people to say enough is enough."

And in an age of unforgiving news and social media, Mr. Sanders has so far displayed a discipline on the campaign trail that often eluded Mr. Dean. The former governor was prone, in all his exuberance, to self-destructive missteps and bursts of anger. He had to apologize for asserting that Mr. Edwards had been deceptive about voting for the Iraq war resolution (he had not), then apologize again after coming under fire from his rivals for declaring that he wanted to be the "the candidate for guys with Confederate flags in their pickup trucks."

Mr. Dean's campaign was undone, as much as anything, by the release of videotapes of public television appearances in Vermont in which he had disparaged the Iowa caucuses.

"Their personalities are just so different," said Deborah Marlin, 50, who showed up for Mr. Sanders's rally here and recalled seeing Mr. Dean around Iowa in 2004, a year in which she ended up supporting George W. Bush. "I think Bernie is much more of a people person."

The two may call the same quiet Vermont community home, and Mr. Sanders was the mayor

of the town. Mr. Dean spoke to Mr. Dean was "when I bumped into him a year ago." He did not endorse Mr. Dean in 2004. Mr. Dean, who has endorsed Mrs. Clinton in this contest, did not return telephone calls or emails seeking comment for this article.

"I've known Howard Dean for decades," Mr. Sanders said over hot tea at a Thai restaurant in Phoenix recently, when the temperature outside was 97 degrees. "I like Howard Dean. Our politics are different. What Howard did in his race was brilliantly seize on the issue of the war in Iraq and the fact that Democrats didn't have the courage to say what had to be said."

"In terms of Dean's politics and mine, they are different," he said. "I look at issues much more from a class-based perspective than he does. He did health care

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INVITATION FOR OFFERS

ABATTOIR IN SOUTHERN ONTARIO, CANADA
Albert Gelman Inc., in its capacity as Court appointed receiver of Abington Meat Packers Limited and DeSirocco Investments Limited (the "Abington Group") is soliciting offers for the purchase of the business and assets.

The Abington Group carried on business as an abattoir, processing hogs and veal from a facility which it owns at 1607 Abington Road, Castor Centre, Ontario. The facility was constructed in 2007 and is approximately 20,500 square feet. Interested parties may obtain a confidential information memorandum by contacting the receiver and executing a non-disclosure agreement. The deadline for offers is September 17, 2015 at 3:00 p.m. EST.

For more information please contact Tom McElroy at 416-604-1050 ext. 117 or by email at tmcelroy@albertgelman.com

Albert Gelman Inc.
100 Simco Street, Suite 125 ALBERT GELMAN
Toronto, Ontario M5H 3G2 www.albertgelman.com

WILLIAM EDEN BOODEN, deceased, formerly of West Bay, Grand Cayman

Creditors, next of kin and all others having claims in respect of the deceased who died on the 29th day of July, 1932, interested parties, are required by Administrators of the estate, Pauline H. Boggs c/o Stacy Thompson Attorney at Law of P.O. Box 12133 Grand Cayman KY-1 0910, Cayman Islands and Wilbur Eden Booden c/o Wilbur Edens Attorney at Law P.O. Box 591 Grand Cayman KY-1 0902, Cayman Islands to send particulars of such claims to the said Administrators within 30 days of the date of this notice after which time the Administrators will distribute the assets having regard only to the claims of which they have notice.

Trump Remains Defiant on Ne

From Page A9

if he did not win the party's nomination, he said, he would stay out of the race "if I'm treated fairly by the Republicans."

But he seemed to relish his power to create difficulty for the party. When the host, Chuck Todd, asked him whether he was a Republican or not, Mr. Trump invoked a business metaphor.

"My whole life has been leverage, O.K.?" Mr. Trump said. "I believe in leverage."

Mr. Trump's flirtations with presidential runs span decades — and parties. In 1999, he left the Republican Party to become a

member of the Reform Party, a creation of Ross Perot, the businessman who ran for president on the party's ticket in 1996 after an earlier run as an independent in 1992. Mr. Trump's idea was to be the party's candidate in 2000, and in a book co-written with his longtime adviser Roger Stone, "The America We Deserve," he outlined positions that tilted toward the political left.

But Mr. Trump ultimately decided against running, announcing in February 2000 that he found infighting in the Reform Party to be troubling. He then became a Democrat, only to switch his registration to Republican again by 2011, when he considered running against President Obama.

Mr. Trump now describes his

past It merel throu od of ous," mone; Son long 'Trump throu third-; arean pensh each t Stone pain said h was fi devel exper pain; Mr. T Mr. S

New Ideas. Daily in Op-Ed.

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APPENDIX K

INVITATION FOR OFFERS BY RECEIVER

MODERN ABATTOIR AND PROCESSING CENTRE LOCATED IN CAISTOR CENTRE, ONTARIO

Albert Gelman Inc., solely in its capacity as Court Appointed Receiver (the "Receiver") of Abingdon Meat Packers Limited and DeSimone Investments Limited (the "Abingdon Group") offers for sale the equipment and real property of the Abingdon Group, including all of the lands and premises known municipally as 1607 Abingdon Road, Caistor Centre, Ontario, (the "Property") en bloc or on a lot by lot basis. Caistor Centre is located between Hamilton and Welland, Ontario.

Background

The Abingdon Group carried on business as an abattoir; processing lamb and veal from its facility located on the Property. The Abingdon Group ceased carrying on business at the end of February, 2015 and the facility has been idle since that time.

The land size of the Property is approximately 69 acres. The main building located on the Property was constructed in 2007 and is approximately 20,500 square feet, consisting of holding pens, kill floor, inedible, hide and blood storage areas, processing, dressing and packaging rooms, dry storage areas, carcass coolers, boxed meat processing area and freezer, as well as shipping area. The building also includes an office area, employee kitchen and change rooms.

The building includes a network of installed custom built conveyors used to move product throughout the facility. Located within the facility are numerous pieces of specialized equipment used to slaughter, process, store and ship product.

Prior to 2007 the Abingdon Group operated from a much older building located on the property, which has since been decommissioned.

The facility is federally licensed by the CFIA. The CFIA has advised that the licence is listed as temporarily inactive.

Receiver's Sales Process

The Receiver is conducting a structured invitation for offers with the deadline for submissions of September 17, 2015 at 3:00 p.m. eastern standard time (the "Deadline Date").

All offers will be considered on an individual basis immediately after the expiry of the Deadline Date. Any offer received after the Deadline Date will not be considered by the Receiver. The highest or any offer will not necessarily be accepted and the Receiver reserves the right to reject all offers or terminate the sales process. All accepted offers will be completed pursuant to terms of sale satisfactory to the Receiver.

Offers must be in the form of Offer to Purchase Assets attached as Appendix II to the Confidential Information Memorandum ("CIM"). The CIM will be made available to qualified prospective purchasers who execute a Confidentiality Agreement and Non-Disclosure Agreement.

For further information please contact Tom McElroy via email at tmcelroy@albertgelman.com or telephone at 416-504-1650 ext. 117.

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APPENDIX L

ServiceOntario

[Main Menu](#) [New Enquiry](#)

Enquiry Result

File Currency: 07JAN 2016

◀ ◀ All Pages ▶ ▶

Show All Pages

Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	ABINGDON MEAT PACKERS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	629821107	1	5	1	13	17OCT 2016			
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
629821107		001	001		20061017 1511 1882 1580	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	ABINGDON MEAT PACKERS LIMITED								
	Address			City	Province	Postal Code			
	1607 ABINGDON ROAD			CAISTOR CENTRE	ONT	L0R 1E0			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address			City	Province	Postal Code			
	50 BAY STREET			HAMILTON	ONT	L8P 4V9			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

000136

Registering Agent	Registering Agent			
	ROSS & MCBRIDE (PRT)			
	Address	City	Province	Postal Code
	ONE KING STREET WEST, TENTH FLOOR	HAMILTON	ONT	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ABINGDON MEAT PACKERS LIMITED						
File Currency	07JAN 2016						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	629845038	2	5	2	13	18OCT 2016	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
629845038		001	001		20061018 1143 1862 1615	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	ABINGDON MEAT PACKERS LIMITED				
	Address		City	Province	Postal Code
	1607 ABINGDON ROAD		CAISTOR CENTRE	ONT	L0R 1E0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname		
Business Debtor	Business Debtor Name			Ontario Corporation Number		
	Address			City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BANK OF MONTREAL			
	Address	City	Province	Postal Code
	50 BAY STREET	HAMILTON	ONT	L8P 4V8

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			
	CORPORATE GUARANTEE OF INDEBTEDNESS OF DESIMONE INVESTMENTS LIMITED.			

Registering Agent	Registering Agent			
	ROSS & MCBRIDE (PRT)			
	Address	City	Province	Postal Code
	ONE KING STREET WEST, TENTH FLOOR	HAMILTON	ONT	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor
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000137

Search Conducted On	ABINGDON MEAT PACKERS LIMITED								
File Currency	07JAN 2016								
File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
682623441	3	5	3	13	02NOV 2016				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
682623441	X	01	003		20121102 1408 1462 9549	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	ABINGDON MEAT PACKERS LTD								
	Address			City	Province	Postal Code			
	1607 ABINGDON RD			CAISTOR CENTRE	ON	L0R1E0			
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	PENSKE TRUCK LEASING CANADA INC								
	Address			City	Province	Postal Code			
	RT 10 GREEN HILLS, PO BOX 791			READING	PA	19603			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X			X	X			
Motor Vehicle Description	Year	Make		Model	V.I.N.				
	2013	FREIGHTLINER		M2	1FVACYDT7DHFJ2089				
	2013	FREIGHTLINER		M2	1FVHCYBS2DHFJ2090				
General Collateral Description	General Collateral Description								
	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM								

Registering Agent	Registering Agent				
	PENSKE TRUCK LEASING CANADA INC				
	Address		City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791		READING	PA	19603

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ABINGDON MEAT PACKERS LIMITED						
File Currency	07JAN 2016						
File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
682623441	3	5	4	13	02NOV 2016		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Page of				Registration Number		

000138

682623441	X	02	003	20121102 1408 1462 9549	P PPSA	6
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Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Secured Party Secured Party / Lien Claimant

LOCATIONS DE CAMIONS PENSKE CANADA INC

Address City Province Postal Code

RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

Collateral Classification Consumer Goods Inventory Equipment Accounts Other Motor Vehicle Included Amount Date of Maturity or No Fixed Maturity Date

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description General Collateral Description

DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

Registering Agent	Registering Agent			
	PENSKE TRUCK LEASING CANADA INC			
	Address	City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603

CONTINUED

Type of Search Business Debtor
Search Conducted On ABINGDON MEAT PACKERS LIMITED

File Currency 07JAN 2016

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
682623441	3	5	5	13	02NOV 2018	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
682623441	X	03	003		20121102 1408 1462 9549	P PPSA	6

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

000139

		Address			City	Province	Postal Code		
Individual Debtor	Date of Birth	First Given Name		Initial	Surname				
Business Debtor	Business Debtor Name				Ontario Corporation Number				
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description OR PROCEEDS OF THE COLLATERAL.								

Registering Agent	Registering Agent					
	PENSKE TRUCK LEASING CANADA INC					
	Address			City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791			READING	PA	19603

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	ABINGDON MEAT PACKERS LIMITED						
File Currency	07JAN 2016						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	683126991	4	5	6	13	26NOV 2018	
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN						
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
683126991	X	01	003		20121126 1707 1462 5456	P PPSA	6

Individual Debtor	Date of Birth	First Given Name		Initial	Surname		
Business Debtor	Business Debtor Name				Ontario Corporation Number		
	ABINGDON MEAT PACKERS LTD						
	Address			City	Province	Postal Code	
	1607 ABINGDON RD			CAISTOR CENTRE	ON	L0R1E0	
Individual Debtor	Date of Birth	First Given Name		Initial	Surname		
Business Debtor	Business Debtor Name				Ontario Corporation Number		
	Address			City	Province	Postal Code	

000140

Secured Party		Secured Party / Lien Claimant							
PENSKE TRUCK LEASING CANADA INC		Address							
RT 10 GREEN HILLS, PO BOX 791		City		Province		Postal Code			
		READING		PA		19803			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X			X	X			
Motor Vehicle Description	Year	Make		Model		V.I.N.			
	2013	FREIGHTLINER		X12564ST		1FUJGEDR1DLFF3385			
General Collateral Description	General Collateral Description								
	TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM								
Registering Agent	Registering Agent								
	PENSKE TRUCK LEASING CANADA INC								
	Address			City	Province	Postal Code			
	RT 10 GREEN HILLS, PO BOX 791			READING	PA	19803			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ABINGDON MEAT PACKERS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	683128991	4	5	7	13	28NOV 2018			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
683128991	X	02	003		20121126 1707 1452 5458	P PPSA	6		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	LOCATIONS DE CAMIONS PENSKE CANADA INC								
	Address			City	Province	Postal Code			
	RT 10 GREEN HILLS, PO BOX 791			READING	PA	19803			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	No Fixed Maturity Date	

000141

General Collateral Description	General Collateral Description			
	OR PROCEEDS OF THE COLLATERAL.			
Registering Agent	Registering Agent			
	PENSKE TRUCK LEASING CANADA INC			
	Address	City	Province	Postal Code
	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19803

END OF FAMILY

Type of Search Business Debtor
 Search Conducted On ABINGDON MEAT PACKERS LIMITED
 File Currency 07JAN 2016

File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
690994917	5	5	9	13	10OCT 2017		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
690994917		001	5		20131010 1130 5084 1823	P PPSA	04

Individual Debtor Date of Birth First Given Name Initial Surname
 Business Debtor Business Debtor Name Ontario Corporation Number
 ABINGDON MEAT PACKERS LIMITED
 Address City Province Postal Code
 1607 ABINGDON ROAD, CAJSTOR ON L0R 1E0
 CENTRE

Individual Debtor Date of Birth First Given Name Initial Surname
 Business Debtor Business Debtor Name Ontario Corporation Number
 Address City Province Postal Code

Secured Party Secured Party / Lien Claimant
 GE CANADA EQUIPMENT FINANCING G.P.
 Address City Province Postal Code
 2300 MEADOWVALE BLVD., MISSISSAUGA ON L5N 6P8

Collateral Classification Consumer Goods Inventory Equipment Accounts Other Motor Vehicle Amount Date of No Fixed
 Included Maturity Maturity Date
 or

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description	General Collateral Description			
	2013 NEW LACAL MEAT PROCESSING MACHINE POWER UNIT- LTXZSBWOE LAMB V CONVEYER- LT5874B101 EXIT CONVEYER- LT5874B100 THE GOODS DESCRIBED HEREIN, WHEREVER SITUATED, AND ALL PRESENT AND AFTER-ACQUIRED			
Registering Agent	Registering Agent			
	SECUREFACT TRANSACTION SERVICES, INC.			
	Address	City	Province	Postal Code

000143

350 BAY STREET, SUITE 300 TORONTO ON M5H 2S6

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ABINGDON MEAT PACKERS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	680994917	5	5	10	13	10OCT 2017			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
680994917		002	5		20131010 1130 5064 1823				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	Address			City	Province	Postal Code			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	INTELLECTUAL PROPERTY, INTANGIBLES, ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO AND SPARE PARTS, REPLACEMENTS, SUBSTITUTIONS, EXCHANGES AND TRADE-INS THEREFOR, AND ALL RIGHTS, RECEIVABLES AND								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	ABINGDON MEAT PACKERS LIMITED							
File Currency	07JAN 2016							
	File Number	Family	of Families	Page		Expiry Date	Status	

000144

					of Pages	
690994917	5	5	11	13	10OCT 2017	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
690994917		003	5		20131010 1130 5094 1823		

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Secured Party Secured Party / Lien Claimant

Address City Province Postal Code

Collateral Classification Consumer Goods Inventory Equipment Accounts Other Motor Vehicle Included Amount Date of Maturity or No Fixed Maturity Date

Motor Vehicle Description Year Make Model V.I.N.

General Collateral Description General Collateral Description
 CHATTEL PAPER DERIVED FROM OR EVIDENCING THE LEASE OR RENTAL THEREOF BY THE DEBTOR TO THIRD PARTIES, AND ALL PROCEEDS RELATING THERETO.
 PROCEEDS - ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	ABINGDON MEAT PACKERS LIMITED						
File Currency	07JAN 2016						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	690994917	5	5	12	13	10OCT 2017	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
690994917		004	5		20131010 1130 5064 1823		

000145

Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address		City	Province Postal Code					
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address		City	Province Postal Code					
Secured Party	Secured Party / Lien Claimant								
	Address		City	Province Postal Code					
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make	Model	V.I.N.					
General Collateral Description	General Collateral Description								
	PROPERTY WHICH IS DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH OR DISPOSITION OF THE ABOVE-DESCRIBED COLLATERAL, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL INSURANCE AND								
Registering Agent	Registering Agent								
	Address						City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	ABINGDON MEAT PACKERS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	680894917	5	5	13	13	10OCT 2017			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
680894917		005	5		20131010 1130 6084 1823				
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					
Business Debtor	Business Debtor Name						Ontario Corporation Number		
	Address		City	Province	Postal Code				
Individual Debtor	Date of Birth	First Given Name	Initial	Surname					

000146

Business Debtor		Business Debtor Name			Ontario Corporation Number				
		Address	City	Province	Postal Code				
Secured Party		Secured Party / Lien Claimant							
		Address	City	Province	Postal Code				
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
Motor Vehicle Description	Year	Make		Model		V.I.N.			
General Collateral Description	General Collateral Description								
	OTHER PAYMENTS PAYABLE AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE THERETO AND ALL CHATTEL, PAPER, DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, MONEY AND SECURITIES. REF 9720958001								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

LAST PAGE

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APPENDIX M

Tom McElroy

From: Biassey, Maureen (Penske) <maureen.biassey@penske.com>
Sent: September-30-15 2:38 PM
To: Tom McElroy
Cc: Joe Albert
Subject: RE: In the Matter of the Receivership of Abingdon Meat Packers Limited and DeSimone Investments Limited

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Not Urgent

Hello Tom,

This is confirmation that 3 vehicles with the VIN numbers you list below, were returned to Penske in 2014 by Abingdon Meat Packers.

Maureen
Maureen Biassey
Penske
Manager, Loss Control / Risk Management
(610) 603-8563 office
(610) 775-6331 fax
maureen.biassey@penske.com
www.GoPenske.com

2675 Morgantown Road
Reading PA 19607
Mailing Address:
P.O. Box 563
Reading PA 19603-0563

From: Tom McElroy [mailto:tmcelroy@albertgelman.com]
Sent: Wednesday, September 30, 2015 2:12 PM
To: Biassey, Maureen (Penske)
Cc: Joe Albert
Subject: In the Matter of the Receivership of Abingdon Meat Packers Limited and DeSimone Investments Limited

Hi Maureen, I received your voicemail this morning.

Please be advised that Albert Gelman Inc. is the Receiver of the property of both Abingdon Meat Packers Limited and DeSimone Investments Limited pursuant to an Order issued by the Ontario Superior Court of Justice date May 26, 2015. Attached is a copy of the Court Order for your ease of reference.

We understand that Penske registered its security over several 2013 Freightliner M2's in the Ontario PPSA registry. The VIN's of the registered vehicles are 1FVACYDT7DHFJ2089, 1FVHCYBS2DHFJ2090 and 1FUJGEDR1DLFF3385 pursuant to the PPSA registrations.

We understand from the principals of the Company that these vehicles were returned to Penske sometime in 2014. Please confirm.

Thank you,
Tom McElroy, CPA, CA, CBV, CIRP, Trustee



Albert Gelman Inc. | T: 416.504.1650 ext. 117 | F: 416.504.1655 | E: tmcelroy@albertgelman.com | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

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APPENDIX N

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Enquiry Result

File Currency: 07JAN 2016

◀ ◻ All Pages ▶ ▶

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Note: All pages have been returned.

Type of Search	Business Debtor								
Search Conducted On	DESIMONE INVESTMENTS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	629821098	1	6	1	6	17OCT 2016			
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
629821098		001	001		20061017 1511 1862 1559	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	DESIMONE INVESTMENTS LIMITED								
	Address			City	Province	Postal Code			
	1607 ASINGDON ROAD			CAISTOR CENTRE	ONT	L9R 1E0			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name			Ontario Corporation Number					
	Address			City	Province	Postal Code			
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address			City	Province	Postal Code			
	50 BAY STREET			HAMILTON	ONT	L8P 4V9			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								

000150

Registering Agent	Registering Agent			
	ROSS & MCBRIDE (PRT)			
	Address	City	Province	Postal Code
	ONE KING STREET WEST, TENTH FLOOR	HAMILTON	ONT	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	DESIMONE INVESTMENTS LIMITED						
File Currency	07 JAN 2016						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	629847153	2	6	2	6	18 OCT 2016	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
629847153		001	001		20061018 1457 1862 1658	P PPSA	10

Individual Debtor	Date of Birth	First Given Name	Initial	Surname	
Business Debtor	Business Debtor Name			Ontario Corporation Number	
	DESIMONE INVESTMENTS LIMITED				
	Address		City	Province	Postal Code
	1607 ABINGDON ROAD		CAISTOR CENTRE	ONT	L9R 1E0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname		
Business Debtor	Business Debtor Name			Ontario Corporation Number		
	Address			City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	BANK OF MONTREAL			
	Address	City	Province	Postal Code
	50 BAY STREET	HAMILTON	ONT	L8P 4V9

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description			
	GENERAL ASSIGNMENT OF RENTS			
	1607 ABINGDON ROAD, CAISTOR CENTRE, ONTARIO, L9R 1E0			

Registering Agent	Registering Agent			
	ROSS & MCBRIDE (PRT)			
	Address	City	Province	Postal Code
	ONE KING STREET WEST, TENTH FLOOR	HAMILTON	ONT	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor
----------------	-----------------

000151

Search Conducted On	DESIMONE INVESTMENTS LIMITED								
File Currency	07JAN 2016								
File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
630101358	3	6	3	6	26OCT 2016				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
630101358		001	001		20061026 1519 1862 2359	P PPSA	10		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	DESIMONE INVESTMENTS LIMITED								
	Address				City	Province	Postal Code		
	1607 ABINGDON ROAD				CAISTOR CENTRE	ONT	L0R 1E0		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
Secured Party	Secured Party / Lien Claimant								
	BANK OF MONTREAL								
	Address				City	Province	Postal Code		
	50 BAY STREET				HAMILTON	ONT	L8P 4V9		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
	CORPORATE GUARANTEE OF INDEBTEDNESS OF ABINGDON MEAT PACKERS LIMITED								

Registering Agent	Registering Agent			
	ROSS & MCBRIDE (PRT)			
	Address	City	Province	Postal Code
	ONE KING STREET WEST, TENTH FLOOR	HAMILTON	ONT	L8P 1A4

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	DESIMONE INVESTMENTS LIMITED							
File Currency	07JAN 2016							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	685002744	4	6	4	6	01MAR 2016		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Page of				Registration Number			

000152

685002744	Caution Filing	01	Total Pages	001	Motor Vehicle Schedule	20130301 1452 1530 9493	Registered Under	P PPSA	Registration Period	5
-----------	----------------	----	-------------	-----	------------------------	-------------------------	------------------	--------	---------------------	---

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number
 DESIMONE INVESTMENTS LTD.

Address City Province Postal Code
 GENERAL DELIVERY STONEY CREEK ON L0R 1E0

Individual Debtor Date of Birth First Given Name Initial Surname

Business Debtor Business Debtor Name Ontario Corporation Number

Address City Province Postal Code

Secured Party Secured Party / Lien Claimant

CNH CAPITAL CANADA LTD.
 Address City Province Postal Code
 4475 NORTH SERVICE ROAD BURLINGTON ON L7L 4X7

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X			X		01MAR2018	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2012	CASEIH	110 PRO	ZCBE03474

General Collateral Description General Collateral Description
 2012 CASEIH L745 LOADERS, SERIAL YCWLH5135

Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V6G 3S8

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	DESIMONE INVESTMENTS LIMITED									
File Currency	07JAN 2016									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	701630469	5	6	5	6	17NOV 2017				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
701630469		01	001		20141117 1551 1624 4702	R RSLA	3			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname				
Business Debtor	Business Debtor Name					Ontario Corporation Number				

00153

ABINGDON MEAT PACKERS LTD (OPERATING AS)									
Address					City	Province	Postal Code		
1607 ABINGDON ROAD					ABINGDON	ON	L0R 1E0		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	DESIMONE INVESTMENTS LTD								
Address					City	Province	Postal Code		
1607 ABINGDON ROAD					ABINGDON	ON	L0R 1E0		
Secured Party	Secured Party / Lien Claimant								
	O'NEIL'S FARM EQUIPMENT (1971 LTD)								
Address					City	Province	Postal Code		
2461 HWY 56 BOX 340					BINBROOK	ON	L0R 1C0		
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
			X				5410		X
Motor Vehicle Description	Year	Make			Model			V.I.N.	
General Collateral Description	General Collateral Description								
	CASEIH 2012 MAXXUM 110 SERIAL NUMBER ZCBE03474 WORK ORDER NUMBER 43661A REPAIR TRACTOR DAMAGE FROM TRUCK BACKING INTO IT AS WELL AS SUPPLY RENTAL TRACTOR WHILE THEIR TRACTOR WAS IN FOR REPAIR .								
Registering Agent	Registering Agent								
	CANADIAN BUSINESS INFORMATION SERVICES								
Address					City	Province	Postal Code		
1407 MAIN STREET E.					HAMILTON	ON	L6K 1G2		

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	DESIMONE INVESTMENTS LIMITED								
File Currency	07JAN 2016								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	701630478	6	6	6	6	17NOV 2017			
	FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
701630478		01	001		20141117 1551 1624 4703	R RSLA	3		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	ABINGDON MEATS PACKERS LTD								
Address					City	Province	Postal Code		
1607 ABINGDON					ABINGDON	ON	L0R 1E0		
Individual Debtor	Date of Birth		First Given Name			Initial		Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	DESIMONE INVESTMENTS LTD								

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		Address		City	Province	Postal Code
		1807 ABINGDON RD		ABINGDON	ON	LOR 1E0
Secured Party	Secured Party / Lien Claimant					
O'NEIL'S FARM EQUIPMENT (1971 LTD)						
		Address		City	Province	Postal Code
		2461 HWY 56 BOX 340		BINBROOK	ON	LOR 1C0
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included
			X			3573
						X
Motor Vehicle Description	Year	Make	Model		V.I.N.	
General Collateral Description	General Collateral Description					
	JOHN DEERE 1518 ROTARY CUTTER MOWER SERIAL NUMBER 1518F009899 WORK ORDER NUMBER 43998A TO REPAIR DRIVE LINE AND GEAR BOX PER CUSTOMER AND REPLACE DAMAGED GEAR BOX					
Registering Agent	Registering Agent					
	CANADIAN BUSINESS INFORMATION SERVICES					
		Address		City	Province	Postal Code
		1407 MAIN STREET E.		HAMILTON	ON	L8K 1C2

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APPENDIX O



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OFFICE #30

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1

PREPARED FOR BRYAN
ON 2015/04/16 AT 18:34:44

teranet e/press

46065-0008 (L7)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 15 CON 4 CALSTOR PTS 1, 2, 3, 4, 30R876 EXCEPT PTS 1, 2, 3, 30R4290 & PT 1, 30R7032; S/T CS9886; WEST LINCOLN

PLANING ACT CONSENT AS IN R0685705. PLANNING ACT CONSENT AS IN R0297834.
RECENTLY:
RE-ENTRY FROM 46065-0081

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES
DESIMONE INVESTMENTS LIMITED

CAPACITY SHARE
BENO

FIN CREATION DATE:
2003/02/24

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF		CONVERSION TO LAND TITLES: 2003/02/24 **				
CS9886	1952/03/18	TRANSFER EASEMENT			THE HYDRO-ELECTRIC POWER COMM. OF ONTARIO	C
30R876	1974/06/27	PLAN REFERENCE			TOWNSHIP OF WEST LINCOLN	C
R0637597	1992/11/05	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN	C
R0695089	1995/04/27	AGREEMENT			DESIMONE INVESTMENTS LIMITED	C
R0705974	1996/01/31	TRANSFER	5540,000		DESIMONE INVESTMENTS LIMITED	C
NRS0469	2004/12/21	NOTICE		THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN		C
NR125214	2006/12/05	CHARGE	\$4,300,000	DESIMONE INVESTMENTS LIMITED		C
NR125217	2006/12/05	NO ASSON RENT GEN		DESIMONE INVESTMENTS LIMITED		C
REMARKS: NR125214						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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APPENDIX P



HARRISON PENZA

June 1, 2015

Via E-Mail Jalbert@albertgelman.com

Albert Gelman Inc.
100 Simcoe Street., #125
Hamilton, ON L8P 4W7

Dear Sir:

**Re: Abingdon Meat Packers Limited ("AMPL") and DeSimone Investments Limited ("DIL") (collectively the "Debtors")
Our File No. 162431**

This will confirm your instructions for us to review and provide an opinion to Albert Gelman Inc. in its capacity as court appointed receiver (the "Receiver") of the property of the Debtors regarding the security given over the personal and real property of the Debtors to the Bank of Montreal ("BMO").

In preparing this opinion, we have reviewed the following documentation:

1. The Affidavit of Mike Siek filed in Court File 35-1799420T, sworn May 11, 2015 and the exhibits thereto including, but limited to, the following:
 - a. Ontario Personal Property Security Act Security Agreement from AMPL dated October 30, 2006 (the "AMPL GSA");
 - b. Chattel Mortgage from AMPL over a 2007 International Model 4300 with serial #1HTMMAAN67H508977 dated February 13, 2009;
 - c. Chattel Mortgage from AMPL over a 2007 Sterling Acterra with serial #2FZACFOT29AAL4077 dated April 2, 2009;
 - d. Ontario Personal Property Security Act Security Agreement from DIL dated October 30, 2006 ("DIL GSA");
 - e. Charge/Mortgage of Land in the principal amount of \$4,300,000.00 from DSI and receipted as NR125214 with the Niagara North Registry Office #30 on December 5, 2006 (the "Mortgage") over property legally described as: PT LT 15 CON 4 CAISTOR PTS 1, 2, 3, 4, 30R876 EXCEPT PTS 1, 2, 3, 30R4290 & PT 1, 30R7032; ST CS9886; WEST LINCOLN, PIN 46065-008 (LT) (the "Property");
 - f. Acknowledgment and Direction regarding the Mortgage dated October 30, 2006;

HARRISON PENZA LLP  MERITAS
Lawyers LAW FIRM WORLDWIDE

450 Talbot Street, P.O. Box 3237, London, Ontario N6A 4K3 Tel: 519 679 9660 Fax: 519 667 3362 www.harrisonpenza.com

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- g. Acknowledgment – Standard Charge Terms dated October 30, 2006;
 - h. Demand Note in the sum of \$180,000.00 from AMPL to BMO dated September 23, 2013;
 - i. Letter Agreement between BMO and AMPL and DIL dated December 28, 2007;
 - j. *Bank Act* search as against AMPL current to March 10, 2015;
 - k. *Bank Act* search as against DIL current to March 11, 2015.
2. A certified *Personal Property Security Act* (“PPSA”) search as against AMPL current to May 21, 2015 (the “**AMPL PPSA Search**”);
3. A certified PPSA search as against DIL current to May 21, 2015 (the “**DIL PPSA Search**”).

A. Assumptions and Qualifications

The comments and opinions hereafter expressed are subject to the assumptions and qualifications detailed at Schedule “A” to this letter.

B. AMPL - Personal Property Security

We have reviewed the AMPL GSA. The AMPL GSA is enforceable on its face, attachment having occurred pursuant to the provisions of the PPSA on the date of execution by AMPL and on monies, value or credit being advanced by BMO to AMPL and on AMPL guaranteeing advances by BMO to DIL.

The AMPL GSA granted a continuing security interest in the present and after acquired personal property of AMPL as defined therein.

We have completed certified PPSA search current to May 21, 2015 as against AMPL and we note the following registrations:

DATE OF REGISTRATION	SECURED CREDITOR	COLLATERAL
2006/10/17	Bank of Montreal	Inventory, equipment, accounts, other, motor vehicle
2006/10/18	Bank of Montreal	Inventory, equipment, accounts, other, motor vehicle (Corporate Guarantee of Indebtedness of

		DSI)
2012/11/02	Penske Truck Leasing Canada Inc.	Equipment, other, motor vehicle (2013 Freightliner M2, VIN 1FVACYDT7DHFJ2089; 2013 Freightliner M2, VIN 1FVHCYBS2DHFJ2090) (together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, including, but not limited to, Xata and Qualcomm systems, and all proceeds in any form derived directly or indirectly from any sale and or dealing with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral)
2012/11/26	Penske Truck Leasing Canada Inc.	Equipment, other, motor vehicle (2013 Freightliner X12564ST, VIN 1FUJGEDR1DLFF3385) (together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, including, but not limited to, Xata and Qualcomm systems, and all proceeds in any form derived directly or indirectly from any sale and or dealing with the collateral and a right to an insurance payment or other payment that indemnifies or compensates for loss or damage to the collateral or proceeds of the collateral)
2013/10/10	GE Canada Equipment Financing G.P.	Equipment (2013 new Lcal meat processing machine power unit - LTXZSBWOE Lamb V

		<p>conveyor – LT5874B100, the goods described herein, wherever situated, and all present and after-acquired intellectual property, intangibles, attachments, accessories and accessions thereto and spare parts, replacements, substitutions, exchanged and trade-ins therefor, and all rights, receivables and chattel paper derived from or evidencing the lease or rental thereof by the debtor to third parties, and all proceeds relating thereto. Proceeds – all of the debtor's present and after-acquired personal property which is derived directly or indirectly from any dealing with or disposition of the above-described collateral, including, without limiting the generality of the foregoing, all insurance and other payments payable as indemnity or compensation for loss or damage thereto and all chattel paper, documents of title, goods, instruments, intangibles, money and securities</p>
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The AMPL GSA is perfected by the above noted registration under the PPSA dated October 17, 2006.

AMPL executed a Chattel Mortgage dated February 13, 2009 and a Chattel Mortgage dated April 2, 2009 in favour of the Bank in respect of two vehicles. The security interest provided for in the chattel mortgages is perfected by the above noted registration under the PPSA dated October 17, 2006.

C. DIL - Personal Property Security

We have reviewed the DIL GSA. The DIL GSA is enforceable on its face, attachment having occurred pursuant to the provisions of the PPSA on the date of execution by DIL and on monies, value or credit being advanced by the Bank of Montreal ("BMO") to DIL and on DIL guaranteeing advances by BMO to AMPL.

The DIL GSA granted a continuing security interest in the present and after acquired personal property of DIL as defined therein.

We have completed an certified PPSA search current to May 21, 2015 as against DIL and we note the following registrations:

DATE OF REGISTRATION	SECURED CREDITOR	COLLATERAL
2006/10/17	Bank of Montreal	Inventory, equipment, accounts, other, motor vehicle
2006/10/18	Bank of Montreal	Inventory, equipment, accounts, other, motor vehicle (General Assignment of Rents, 1607 Abingdon Road, Caistor Centre, Ontario L0R 1E0)
2006/10/26	Bank of Montreal	Inventory, equipment, accounts, other, motor vehicle (Corporate Guarantee of Indebtedness of AMPL)
2013/03/01	CNH Capital Canada Ltd.	Equipment, motor vehicle (2012 Caseih 110 Pro, VIN ZCBE03474) (2012 Caseih L745 Loaders, serial YCQLH5136)
2014/11/17	O'Neill's Farm Equipment (1971 Ltd)	Equipment (2012 Caseih Maxxum 110, serial number ZCBE03474 work order number 43661A repair tractor damage from backing into it as well as supply rental tractor while their tractor was in for repair)
2014/11/17	O'Neill's Farm Equipment (1971 Ltd)	Equipment (John Deere 1518 rotary cutter mower serial

		number 1518F009899 work order number 4399A to repair drive line and gear box per customer and replace damaged gear box)
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The DIL GSA is perfected by the above noted registration under the PPSA dated October 17, 2006.

D. Real Property Security

We have completed a sub-search on the Property dated May 19, 2015, which provides as follows:

DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO
1992/11/05	Agreement			Township of West Lincoln
1995/04/27	Agreement			Corporation of the Township of West Lincoln
1996/01/31	Transfer	\$540,000		DeSimone Investments Limited
2004/12/21	Notice			DeSimone Investments Limited ¹
2006/12/05	Charge	\$4,300,000	DeSimone Investments Limited	Bank of Montreal
2006/12/05	Notice of Assignment of Rents		DeSimone Investments Limited	Bank of Montreal

The Mortgage is a first registered Charge as against the Property. The Mortgage charged the Property in favour of BMO for the principal sum of \$4,300,000.00.

We have also completed a Writ search in the Regional Municipality of Niagara – North (St. Catharines) as against DIL which is clear.

¹ Site Plan Agreement

E. Summary

In summary, and subject to the foregoing, we can provide the following opinion subject to the above noted Assumptions and Qualifications:

1. The AMPL GSA is attached, perfected and enforceable as against AMPL and the Receiver and creates a valid security interest granted to BMO;
2. The DIL GSA is attached, perfected and enforceable as against DIL and the Receiver and creates a valid security interest granted to BMO;
3. The Mortgage creates a valid and enforceable first charge as against DIL, the Receiver and the Property.

Yours truly,

HARRISON PENZA ^{LLP}



Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com
TCH/cc

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SCHEDULE "A"

ASSUMPTIONS

A. Authenticity and Accuracy

We have assumed the genuineness of all signatures, the legal capacity at all relevant times of any natural persons signing any documents and the authenticity and completeness of all documents submitted to us as copies thereof. We have also assumed the accuracy and currency of all indices, filing and registration systems maintained at the public offices where we have searched or inquired or have caused searches or inquiries to be conducted, as set forth herein, the reliability of all search results obtained by electronic transmission and the accuracy of the result of any printed or computer search of any office of public record.

B. Capacity

We have assumed that the Debtors (and where applicable third parties executing guarantees and other agreements) had the requisite capacity to enter into and perform their obligations under each of the documents as set out in the report (the "Documents") at the time each of the Documents were executed and delivered.

C. Security Documents

We have assumed that:

- (a) none of the Documents have been assigned, released, discharged or otherwise impaired, either in whole or in part by BMO and there are no agreements (other than the Documents) between the Debtors and BMO that are relevant to the matters discussed in this letter; and
- (b) none of the assets charged by the security agreements are property for which conflicts rules provide that charges or security interests in such property are governed by the laws of a jurisdiction other than the Province of Ontario.

D. Existence of Debt and Security Matters

We have assumed that:

- (a) value has been given by BMO to the Debtors and payment and other obligations remain outstanding by the Debtors to BMO;
- (b) each of the Documents was duly executed and delivered by the Debtors;
- (c) each of the Documents was issued for valuable consideration and that all of the conditions precedent contained in each of the Documents, if any, were satisfied or waived;
- (d) attachment of the security interests constituted by the Documents have occurred within the meaning of the PPSA;

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- (e) the Debtors have an interest in the collateral expressed to be subject to each of the Documents;
- (f) insofar as any obligation under any of the Documents is to be performed in any jurisdiction outside the Province of Ontario, its performance will not be illegal or unenforceable by virtue of the laws of that other jurisdiction;
- (g) the Collateral subject to the security agreements does not include consumer goods (as defined in the PPSA); and
- (h) we have relied, without independent verification, upon matters of fact certified by public officials;
- (i) any security assigned was done so with proper and legal notice to the Debtors.

E. Factual Matters

We have assumed that no fact exists, or has existed, which would entitle the Debtors to assert or obtain a remedy at law or in equity (such as, without limitation, rectification, rescission or release from a contract through frustration) affecting the validity, legality, binding effect or enforceability of any of the Documents.

F. Entire Agreement

We have assumed that there is no written or oral agreement or other understanding and there is no trade usage or course of conduct or prior dealing, which would vary the interpretation or application of any term or condition of any of the Documents, and there have been no amendments, restatements, deletions or other modifications to any of the Documents.

G. Choice of Laws

We have assumed that the governing law of each of the Documents is the law of the Province of Ontario.

QUALIFICATIONS

A. Title

We express no opinion concerning title to any property that proposes to be subject to any security constituted by the Documents and such title has been assumed to the full extent necessary to express the opinion contained herein. We have not conducted a *Planning Act* (Ontario) adjoining owners search in respect of *Planning Act* (Ontario) compliance with respect to the Mortgage registered against the Property.

B. Enforceability

All opinions which expressly or by necessity relate to the enforceability of the Documents (which, as used in this Schedule and as the context may require, includes validity, legality and binding effect) are subject to:

- (a) applicable bankruptcy, insolvency, winding up, arrangement, liquidation, fraudulent preference and conveyance, reorganization, moratorium and

realization laws and other similar laws (including, without limitation and notwithstanding any specific references herein, provisions of the PPSA) at the time affecting the rights and remedies of Creditor generally;

- (b) equitable limitations on, and defences against, the availability of remedies and equitable principles of application to particular proceedings at law or in equity and no opinion is expressed regarding the availability of any equitable remedy (including those of specific performance and injunction), which remedies are only available in the discretion of a court of competent jurisdiction;
- (c) the power of a court to grant relief from forfeiture;
- (d) applicable laws regarding the limitation of actions;
- (e) the court's powers to stay proceedings and execution of judgments;
- (f) the court's discretion to decline to hear any action or give effect to an obligation if to do so would be contrary to public policy or if it is not the proper forum to hear such action;
- (g) limitations which may be imposed by law or equity on the effectiveness of terms exculpating a party from a liability or limiting the liability of a party;
- (h) limitations upon the right of a Creditor to receive immediate payment of amounts stated to be or which may become payable on demand;
- (i) limitations upon the right of a party to enforce a provision based upon a minor or non-substantive default;
- (j) implied obligations requiring good faith, fair-dealing and reasonableness in performance and enforcement of a contract; and
- (k) any requirement that "interest", as defined in section 347 of the *Criminal Code* (Canada), be paid at an effective annual rate in excess of 60% is not enforceable; and
- (l) the fact that a court may require that the Debtors be given a reasonable time to repay following a demand for payment and prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in any of the Documents.

We express no opinion as to the enforceability of any provision of the Documents:

- (a) which purports to waive all defences which might be available to, or constitute a discharge of the liability of the grantor thereof;
- (b) to the extent it purports to exculpate the holder thereof, its agents or any receiver, manager or receiver-manager appointed by it from liability in respect of acts or omissions which may be illegal or fraudulent or which may involve wilful misconduct;
- (c) which states that amendments or waivers of or with respect to the Documents that are not in writing will not be effective;

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- (d) which requires any person to pay, or to indemnify another person of, the costs and expenses of such other person in connection with judicial proceedings, since those provisions may derogate from a court's discretion to determine by whom and to what extent those costs should be paid; and
- (e) provisions contained in the Documents which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Document may be enforced only in the discretion of a court.

A receiver or receiver and manager appointed pursuant to the provisions of the Documents may, for certain purposes, be treated by a court as being the agent of the holder thereof and not solely the agent of the grantor thereof, as applicable, and the holder thereof may not be deemed to be acting as the agent and attorney of such grantor in making such appointment, notwithstanding any agreement to the contrary.

The obligations of the parties to the Documents and the enforceability thereof are subject to qualifications which, by law, equity or usage, are incidental thereto by their nature, including, without limitation:

- (a) the parties must have exercised and must continue to exercise good faith in the negotiation, implementation and enforcement of the Documents; and
- (b) the *Currency Act* (Canada) pursuant to which a court in Canada will render judgment only in lawful money of Canada.

C. Limitations

We have made no investigation in respect of the requirements prescribed in Part IV of the *Financial Administration Act* (Canada) relating to the assignment of federal Crown debts. An assignment of federal Crown debts which does not comply with that Act is ineffective as between the assignor and the assignee and as against the Crown. Consequently, the Documents cannot validly charge federal Crown debts unless that Act is complied with.

D. Special Property, Security Interests and Registrations

1. Special Property

We express no opinion as to whether a security interest may be created in:

- (a) property consisting of a receivable, licence, approval, privilege, franchise, permit, lease or agreement (collectively, "**Special Property**") to the extent that the terms of the Special Property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given; or
- (b) permits, quotas or licences which are held by or issued to the Debtors.

We express no opinion as to any security interest or hypothec created by the Documents with respect to any property of the grantor thereof that is transformed in such a way that it is not identifiable or traceable or any proceeds of property of such grantor that is not identifiable or traceable.

2. Security Interests and Registrations

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No searches have been made:

- (a) under the *Patent Act (Canada)*, the *Trade-marks Act (Canada)*, the *Industrial Designs Act (Canada)*, or the *Copyright Act (Canada)*,
- (b) under the *Canada Shipping Act, 2001* in respect of any vessel which is registered or recorded under that Act,
- (c) under the *Canada Transportation Act* or the *Railways Act (Ontario)* in respect of any rolling stock to which the provisions of either of those Acts may apply,
- (d) under the *Bank Act*.

Where a motor vehicle (as defined in the Regulation under the PPSA), situate in the Province of Ontario, is sold other than in the ordinary course of business by the Debtors, and the motor vehicle is classified as "equipment" of the Debtors, a purchaser may take the motor vehicle free from any security interests created by the Documents in any such motor vehicles unless the Vehicle Identification Numbers of the motor vehicles are set out in the PPSA registrations in favour of BMO unless the purchaser knew that the sales constituted a breach of the Documents.

None of the Documents have been registered so as to protect and preserve any security interest, hypothec, mortgage or charge thereof against nor have we searched for any encumbrances created by the Debtors on any ship, or as against any coal, mineral, placer, mining or petroleum and natural gas lease, license or claim, owned or which may be acquired by the Debtors. Accordingly, any hypothecs, security interests and mortgages on such property will be subject to the rights of third parties who at any time acquire and perfect or render opposable to third parties an interest in those assets.

E. Collateral

No opinion is given as to as to the priority of any security interest created by the Documents, as to whether the grantor of any Document has title to or any right in any collateral or property purported to be subject to the Documents, or as to the completeness or accuracy of any description of such collateral. Accordingly, no opinion is given as to the effectiveness of the security as security, where effectiveness depends on title or description of the property purported to be charged or assigned, as the case may be.

F. Searches

We have only searched against the Debtors. We have not conducted any land titles office or other searches with respect to encumbrances against real property or any interests therein or any statutory lien, court registry or other searches.

G. Choice of Law

We have made no investigation of the laws of any jurisdiction other than, and our advice is confined to, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

H. Maintaining Perfection

We express no opinion with respect to maintaining perfection of any security interest created by any of the Security Documents.

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I. Priority

No opinion is expressed as to the rank or priority, or as to the effect of perfection or opposability to third parties on the rank or priority, of any security interest, mortgage or charge created by any of the Documents.

APPENDIX Q

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. 2

AMOUNT \$250,000

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Abingdon Meat Packers Limited and DeSimone Investments Limited acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 26th day of May, 2015 (the "Order") made in an action having Court File Number 35-1799420T, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$250,000, being part of the total principal sum of \$250,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of 5% per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by terms of this Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at London, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED at Toronto, this the 6th day of July, 2015

Albert Gelman Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: 

Name: Joe Albert

Title: A.S.O