

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

Respondents

**MOTION RECORD
(Returnable September 17, 2019)**

Date: September 5, 2019

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as court-appointed receiver of Noreast Foods
Ltd. and Aerdon Continental Corp.*

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I N D E X

DOCUMENT	TAB
Notice of Motion returnable September 17, 2019	1
First Report of the Receiver dated September 5, 2019	2
Appendix "A" – Appointment Order and Endorsement of Justice Conway dated July 26, 2019	
Appendix "B" – Affidavit of Jacinto Jack Borges sworn July 24, 2019	
Appendix "C" – Interim Order of Justice Chiappetta dated June 12, 2019	
Appendix "D" – Wang Insurance summary of auto insurance policies	
Appendix "E" – Receiver's Notice dated August 2, 2019	
Appendix "F" – Receiver's Notice dated August 2, 2019	

DOCUMENT**TAB**

Appendix "G" – Proof of Claim of Home Comfort Centre	
Appendix "H" – Redacted Liquidation Services Agreement	
Appendix "I" – Emails from the Receiver to Radley Jensen	
Appendix "J" – Noreast delivery slip	
Appendix "K" – Proof of Claim of Canada Revenue Agency	
Appendix "L" – PPSA search against Noreast Foods Ltd., July 29, 2019	
Appendix "M" – PPSA search against Aerdon Continental Corp., July 29, 2019	
Appendix "N" – Receiver's Interim Receipts and Disbursements for the period of July 26, 2019 to September 4, 2019	
Appendix "O" – Receiver certificate issued to Toronto Dominion Bank dated August 6, 2019	
Appendix "P" – Fee Affidavit of Bryan Gelman, sworn September 5, 2019	
Appendix "Q" – Fee Affidavit of Shakaira John, sworn September 4, 2019	
Confidential First Report of the Receiver dated September 5, 2019	3
Draft Order	4
Service List	5

TAB 1

**ONTARIO
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Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

Respondents

**NOTICE OF MOTION
(returnable September 17, 2019)**

Albert Gelman Inc. (“**AGI**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties of Noreast Foods Ltd. (“**Noreast**”) and Aerdon Continental Corp. (“**Aerdon**” and together with Noreast, the “**Debtors**”), will make a motion to a judge presiding over the Commercial List on Tuesday, September 17, 2019 at 10:00 a.m., or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

1. **THE MOTION IS FOR**, amongst other things, one or more Orders:
 - (a) if necessary, abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;

- (b) approving the First Report of the Receiver dated September 5, 2019 (the “**First Report**”) and the activities of the Receiver set out therein;
- (c) approving and sealing the First Confidential Report of the Receiver dated September 5, 2019 (the “**First Confidential Report**”);
- (d) approving the Receiver’s Interim Statement of Receipts and Disbursements for the period July 26, 2019 to September 4, 2019 as set out at Appendix “N” to the First Report;
- (e) approving the Receiver’s fees and disbursements for the period July 26, 2019 to August 31, 2019, and those of its legal counsel, Aird & Berlis LLP (“**A&B**”), for the period July 29, 2019 to August 30, 2019 as set out at Appendices “P” and “Q” to the First Report;
- (f) approving the liquidation services agreement between the Receiver and Danbury Global Ltd. (the “**Liquidator**”) dated August 27, 2019 (the “**Liquidation Agreement**”) and authorizing the Receiver and Danbury to take such steps and to execute such additional documents in order to effect the transactions contemplated therein;
- (g) directing Kass Cargo International Inc. (“**Kass Cargo**”) to produce to the Receiver any and all records in possession or control of Kass Cargo in relation to the import of certain Property (as defined below) into Canada;
- (h) sealing the First Confidential Report, which contains an unredacted copy of the Liquidation Agreement; and
- (i) such further and other relief as counsel may request and this Court deems just.

2. **THE GROUNDS FOR THE MOTION ARE:**

Appointment Order and Powers

- (a) pursuant to the Order of the Honourable Madam Justice Conway dated July 26, 2019 (the “**Appointment Order**”), AGI was: (i) appointed as the Receiver, without security, of all of the assets, undertakings and properties of the Debtors, including all proceeds thereof (collectively, the “**Property**”); and (ii) empowered and authorized, but not obligated, to act at once in respect of the Property;
- (b) the Appointment Order was obtained on the application of The Toronto-Dominion Bank (“**TD Bank**”) and TD Equipment Finance, a division of TD Bank, senior secured creditors of the Debtors;
- (c) the circumstances leading up to the Receiver’s appointment are summarized in the First Report, filed in these receivership proceedings;

Overview of Debtors

- (d) Noreast is a corporation incorporated under the laws of the Province of Ontario, and prior to Appointment Order, carried on business as a manufacturer of soy milk and tofu products operating from a 48,000 square foot leased premises municipally known as 1170 Birchmount Road, Unit 2, Scarborough, Ontario (the “**Leased Premises**”);
- (e) the Leased Premises is leased from 1176726 Ontario Limited (the “**Landlord**”) pursuant to a lease agreement entered into between the Landlord and Noreast dated June 5, 2017, as amended;
- (f) Noreast sold and delivered its products to mostly Asian supermarkets and restaurants;
- (g) Aerdon is a holding corporation incorporated under the laws of the province of Ontario, and is a wholly owned subsidiary of Noreast. As at the date of the Appointment Order, Aerdon held no assets;

- (h) as at the date of the Appointment Order, TD Bank was owed approximately \$3.3 million, plus interest, fees and costs;

Activities of the Receiver since the Appointment Order

- (i) the Receiver has filed with the Court its First Report outlining, among other things: (i) the background of the Debtors and the Property; (ii) the actions of the Receiver since the commencement of these receivership proceedings; and (iii) the Liquidation Agreement;
- (j) the Receiver's activities have been reasonable and responsible in accordance with the Receiver's mandate as provided by the Appointment Order;
- (k) the Receiver and its legal counsel, A&B, have accrued fees and expenses in their capacity as Receiver and counsel thereto, respectively, which fees and expenses require the approval of this Court pursuant to the Appointment Order;
- (l) the Appointment Order authorizes the Receiver to pass its accounts from time to time, and to include any necessary solicitor fees and disbursements in the passing of the accounts;

The Liquidation Agreement and Sealing Order

- (m) the Receiver and the Liquidator have entered into the Liquidation Agreement in respect of the marketing and sale of certain of the Property (the "**Liquidation Assets**") by the Liquidator as agent for and on behalf of the Receiver;
- (n) a sealing order is required because the First Confidential Report, including the unredacted Liquidation Agreement, contains certain commercially sensitive information, such as the purchase price for the Liquidation Assets, the release of which could prejudice the Debtors' stakeholders;

Production of Records

- (o) the Debtors paid harmonized sales tax (“**HST**”) to Canada Customs in the course of importing certain of the Property into Canada from China (the “**Import HST**”);
- (p) the Receiver has requested documentation evidencing payment of the Import HST from the Customs Broker, Kass Cargo, but has not received any documentation to date;
- (q) the Receiver requires the documentation evidencing payment of the Import HST in order to recover the Debtors’ HST refunds from the Canada Revenue Agency;
- (r) pursuant to the Appointment Order, Kass Cargo is required to provide all Records (as defined in the Appointment Order) to the Receiver;
- (s) the other grounds and facts set out in the First Report and the First Confidential Report;
- (t) the terms of the Appointment Order;
- (u) the inherent and equitable jurisdiction of this Court;
- (v) the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 C. B-3, as amended;
- (w) the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (x) rules 1.04, 1.05, 2.01, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (y) such further and other grounds as counsel may advise and this Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- (a) the First Report;
- (b) the First Confidential Report; and

(c) such further and other material as counsel may submit and this Court may permit.

Date: September 5, 2019

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Continental Corp.*

TO: ATTACHED SERVICE LIST

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

-and-

**NOREAST FOODS LTD. and AERDON CONTINENTAL
CORP.**

Respondents

Court File No. CV-19-00621751-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

**NOTICE OF MOTION
(returnable September 17, 2019)**

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TAB 2

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Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act* R.S.C. 1985, C. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43

**FIRST REPORT OF ALBERT GELMAN INC.
IN ITS CAPACITY AS COURT-APPOINTED RECEIVER**

(Dated September 5, 2019)

I. INTRODUCTION

1. This first report ("**First Report**") is filed by Albert Gelman Inc. ("**AGI**"), in its capacity as receiver, without security, over all of the assets, undertakings and properties of each of Noreast Foods Ltd. ("**Noreast**") and Aerdon Continental Corp. ("**Aerdon**") (collectively, the "**Debtors**") appointed pursuant to the Order of the Honourable Justice Conway of the Ontario Superior Court of Justice [Commercial List] (the "**Court**") dated July 26, 2019 (the "**Appointment Order**"). A copy of the Appointment Order along with the endorsement of Justice Conway dated July 26, 2019 is attached hereto as **Appendix "A"**.

2. The appointment of the Receiver was initiated by The Toronto-Dominion Bank (“**TD Bank**”). A copy of the affidavit of Jacinto Jack Borges sworn on July 24, 2019 (the “**Borges Affidavit**”), a representative of the TD Bank, without exhibits, which was included in the Application Record of TD Bank is attached hereto as **Appendix “B”**. The Borges Affidavit summarizes the indebtedness owing to the TD Bank by the Debtors and provides the background of matters leading up to the appointment of the Receiver.

II. PURPOSE OF THIS REPORT

3. This constitutes the Receiver’s First report to the Court (the “**First Report**”) in this matter and it is filed to:

- a. Report on the Receiver’s activities in these receivership proceedings since the Appointment Date; and
- b. Request an Order, *inter alia*,
 - i. approving this First Report and the activities of the Receiver set out herein;
 - ii. approving the First Confidential Report dated September 5, 2019 (the “**First Confidential Report**”), and the activities of the Receiver set out herein, a copy of which is being filed concurrently with the First Report;
 - iii. sealing the First Confidential Report to Court for the reasons set out herein, including an unredacted copy of the LS Agreement (as defined below) until such time as the M&E (defined below) has been sold in accordance with the LS Agreement or further order of the Court;
 - iv. approving the Liquidation Services Agreement entered into between the Receiver and Danbury Global Ltd. (“**Danbury**”) dated August 27, 2019 (“**LS Agreement**”) and authorizing the Receiver and Danbury to take such steps and to execute such additional documents in order to effect the transactions contemplated therein;

- v. directing Kass Cargo (defined below) to produce to the Receiver any and all records in their possession or control in relation to the import of any of the Property of the Debtors into Canada and any and all documentation evidencing the payment by the Debtors of HST to Canada Customs or the Canada Revenue Agency;
- vi. approving the Receiver's interim statement of receipts and disbursements as at September 5, 2019 (the "**Interim R&D**");
- vii. approving the fees and disbursements of the Receiver and its legal counsel, Aird & Berlis LLP ("**A&B**"), as outlined herein; and
- viii. such further and other relief as this Court may deem just and appropriate.

III. SCOPE AND TERMS OF REFERENCE

4. The First Report has been prepared for the use of this Court and Debtors' stakeholders as general information relating to the Debtors and to assist the Court in making a determination of whether to approve the relief sought herein. Accordingly, the reader is cautioned that the First Report may not be appropriate for any other purpose. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of the First Report different than the provisions of this paragraph.

5. In preparing this First Report, the Receiver has relied upon the Debtors' records and available financial information. While the Receiver has reviewed certain of the Debtors' records, such work does not constitute an audit or verification of such information for accuracy, completeness, or compliance with Generally Accepted Accounting Principles or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurances with respect to such information except as expressly stated herein.

6. Capitalized terms used not defined in this First Report shall have the meaning ascribed to them in the Appointment Order.

7. Unless otherwise noted, all monetary amounts referenced herein are expressed in Canadian dollars.

8. This First Report, and all court materials and orders issued and filed in these receivership proceedings are available on the Receiver's Case Website at: <https://www.albertgelman.com/corporate-solutions/other-engagements/> and will remain available on the Case Website for a minimum period of 6 months following the Receiver's discharge.

IV. BACKGROUND

9. Noreast is a corporation incorporated under the laws of the province of Ontario and was incorporated on January 14, 2013. Pursuant to a corporate profile report issued by the Ontario Ministry of Government Services obtained by the Receiver on July 16, 2019, Bin Chen ("**Bin**") and his mother Mei Qin Chen are the directors of Noreast.

10. Aerdon is a corporation incorporated under the laws of the province of Ontario and was incorporated on November 12, 2015. Pursuant to a corporate profile report issued by the Ontario Ministry of Government Services obtained by the Receiver on July 16, 2019 Bin Chen is the sole director.

11. The registered office listed on the corporate profile reports for each of Noreast and Aerdon is 51 Kentish Crescent, Scarborough, Ontario.

12. Prior to the Appointment Order, Noreast was a manufacturer of soy milk and tofu products operating from a 48,000 square foot leased premises municipally known as 1170 Birchmount Road, Unit 2, Scarborough, Ontario (the "**Premises**"). Noreast is a party to a certain commercial lease agreement entered into with 1176726 Ontario Limited, as landlord (the "**Landlord**"), dated June 5, 2017 for a 5-year term (the "**Lease**"). Noreast sells and delivers its products to mostly Asian supermarkets and restaurants.

13. The Receiver is advised by Bin that Aerdon is a holding company that he maintains which is a wholly owned subsidiary of Noreast.

14. As detailed in the Borges Affidavit, prior to its appointment as Receiver, AGI was appointed by the TD Bank as its consultant on May 22, 2019. Details of the activities of AGI in its capacity as consultant are included in the Borges Affidavit.

15. Subsequent to its engagement as TD Bank's consultant, and prior to the Appointment Order, TD Bank brought an application to appoint AGI as interim receiver of the Debtors pursuant to section 47 of the *Bankruptcy and Insolvency Act (Canada)* (the "BIA"). On June 12, 2019, the Honourable Justice Chiappetta of the Court issued an Order (the "Interim Order") adjourning the application but also limiting the ability of the Debtors to deal with their assets and requiring the Debtors to deliver certain information and documents to AGI and TD Bank. A copy of the Interim Order is attached hereto as **Appendix "C"**.

16. Following the failure of the Debtors to abide by the terms of the Interim Order, and the reasons set out in the Borges Affidavit, AGI was ultimately appointed as Receiver pursuant to the Appointment Order.

V. ACTIONS AND ACTIVITIES OF THE RECEIVER

17. The actions and activities of the Receiver since the date of the Appointment Order are set out below.

Possession and Control of the Premises and Property of the Debtors

18. Upon receipt of the Appointment Order, the Receiver immediately contacted Bin to arrange access to the Premises in order to secure and take possession of the Property. Bin advised the Receiver that he was out of town and that his father would have to provide the Receiver with access. Bin also advised that the business operations ceased in the weeks leading up the Appointment Order, as the employees were no longer being paid and did not return to work.

19. The Receiver attended at the Premises prior to the Bin's father arriving and was able to enter the Premises through a side door which was unlocked. Bin's father arrived shortly thereafter and provided the Receiver with keys to the front entrance.

20. During its attendance at the Premises, the Receiver arranged for the locks to be changed and took photographs of the Premises and the Property located therein. The Receiver noted that there were no remaining books and records at the Premises, and all of the filing cabinets had been substantially emptied. On AGI's previous attendance at the Premises, in its capacity as consultant, there was little books and records but the cabinets did not appear to be empty at that time.

21. The Receiver placed notices of the Receivership on the entrance and side doors to the Premises.

Engagement of Agent to Assist with Shutdown of Premises

22. Following its appointment, the Receiver immediately engaged the services of Platinum Assets Services Inc. ("**Platinum**") in order to properly shutdown the boilers and equipment and drain all of the equipment of its fluids in order to preserve the equipment. Furthermore, upon the Receiver's arrival on July 26, 2019, the facility had spoiled food remnants and perishable inventory which was rotting. Platinum was also engaged by the Receiver to dispose of the food products and perishable inventory as well as clearing out the sitting water from the floor drains which circulated throughout the facility.

Vehicles

23. The Debtors are the owners and lessees of several vehicles (collectively, the "**Vehicles**"). The details of the Vehicles are set out below.

Make/Model	Year	VIN	Owned/ Leased / Financed	Lessor/ Secured Creditor
Hino 195 Truck	2013	JHHRDL2H1DK001326	Financed	CWB National Leasing
Hino 195 Truck	2013	JHHRDL2H9DK001283	Financed	CWB National Leasing
Hino 195 Truck	2013	JHHRDL2H3DK001280	Financed	CWB National Leasing

Hino 195 Truck	2013	JHHRDL2HXDK001308	Financed	CWB National Leasing
Hino 195 Truck	2013	JHHRDL2H2DK001271	Financed	CWB National Leasing
Isuzu NRR	2016	JALE5W167G7300227	Leased	Hitachi Capital Canada Corp.
Maserati QP GTS	2017	ZAM56RRL3H1204329	Leased	Oxford Leaseway Ltd.
Isuzu NRR	2018	JALE5W161J7300988	Leased	Meridian OneCap Credit Corp.
Chevrolet Camaro	2017	1G1FD1RS0H0196275		GM Financial Canada Leasing Ltd.
Isuzu NRR	2012	JALE5W162C7300758	Owned	
Chevrolet G3500 Express	2008	1GBJG31KX81196637	Owned	

24. With the assistance of Platinum, the Receiver secured and relocated all of the Vehicles to Platinum's storage yard for safekeeping. Bin and his father delivered all keys for the Vehicles to the Receiver.

25. A&B, on behalf of the Receiver, wrote to each of the leasing and/or finance companies to obtain copies of their underlying lease or financing agreements and confirmation of amounts owing by the Debtors. Platinum, who is also a licensed appraiser, provided the Receiver with an opinion of value for the each of the Vehicles so that the Receiver could make a determination regarding the equity, if any, for each of the Vehicles.

26. To date, the Receiver has released the vehicles financed/leased by CWB National Leasing Inc., Hitachi Capital Canada Corporation and Oxford Leaseway Ltd. in exchange for a full release, or an acknowledgement in respect of a financing lease. Each of the aforementioned finance companies acknowledged that the Receiver was not responsible for payment of Platinum's costs to secure and store the applicable Vehicles.

27. Two of the Vehicles listed in the above chart are owned by Noreast. One of these vehicles will be sold by auction through Platinum and the other vehicle will form part of the assets to be sold in accordance with the LS Agreement which, subject to the approval of the LS Agreement by the Court, will be sold by Danbury.

Other Activities

28. The Receiver contacted the Debtors' insurance broker, Amy Wang Insurance and Investment Inc. ("**Wang Insurance**"), who confirmed that the existing commercial insurance policies for both the Debtors had been cancelled effective June 17, 2019 and May 2, 2019, respectively, due to nonpayment of premiums. The Debtors also held other life and auto insurance policies which had also been cancelled for non-payment. Wang Insurance provided the Receiver with a summary of all policies and the status of each policy which is attached hereto as **Appendix "D"**.

29. Due to the cancellation of the commercial insurance policies the Receiver contacted its own insurance broker, Firstbrook Cassie and Anderson Limited, for the purposes of insuring the Property as well as obtaining the appropriate third-party liability coverage.

30. Forthwith after its appointment, the Receiver engaged an independent third party security agency to conduct ongoing security inspections of the Premises and to report to the Receiver at least twice per week in accordance with insurance requirements.

31. The Receiver contacted the Landlord for the Premises to advise of the appointment of the Receiver and to arrange for payment of rent from July 26, 2019 forward. As of the date of this report, the Receiver has paid rent in accordance with the Lease.

32. Bin has produced and issued the employee T4's for 2019 and employee Records of Employment ("**ROE**") as he advised he was responsible for payroll in 2019. Bin advised that he did not maintain payroll records or journals and that he relied on cancelled cheques from Noreast's bank account in order to produce the 2019 T4's and ROE's. The ROEs produced by Bin indicated that the employee's final date of employment was July 25, 2019.

33. The Receiver contacted both Enbridge Gas and Toronto Hydro to arrange for new utility accounts to be opened in the name of the Receiver effective July 26, 2019.

34. The Receiver arranged to pick up mail, which was delivered to the neighboring tenant, and arranged for a mail forwarding to the Receiver's office.

35. The Receiver posted notice of the Receivership in *Insolvency Insider*, a national email newsletter circulated to insolvency professionals and liquidators.

36. Based on the books and records of the Debtors provided to the Receiver by Bin, the Receiver prepared and issued the prescribed notices (together, the "**Receiver's Notices**") pursuant to Section 245(1) and 246(1) of the BIA on or about August 2, 2019. A copy of the Receiver's Notices are attached hereto at **Appendix "E"** and **Appendix "F"**, respectively.

VI. PROPERTY CLAIMS AND CLAIMS FOR REPOSSESSION OF GOODS DELIVERED TO NOREAST

U-Pak Disposals (1989) Ltd.

37. On July 30, 2019, the Receiver was contacted by Mark Thomson of U-Pak Disposals (1989) Ltd. ("**U-Pak**") claiming ownership of 2 garbage disposal bins and approximately 10 bakery carts. On August 6, 2019, U-Pak delivered its Property Proof of Claim form to the Receiver which included a Customer Service Agreement to substantiate the items being claimed. The Receiver accepted the claim and documentation that was provided. In the subsequent days, U-Pak picked up their property from the Premises as authorized by the Receiver.

Home Comfort Centre

38. On August 12, 2019, the Receiver was contacted by Colin Wong of Home Comfort Centre ("**HCC**") who was requesting repossession of a water softening treatment system (the "**System**") that they claimed to own. The Receiver verified that the System was located at the Premises in, what appeared to be, its original packaging.

39. On August 14, 2019, the Receiver received a *Property Proof of Claim* form HCC as well as the copy of the invoice which substantiated the sale of the System to Noreast. The invoice indicated that the System was delivered to Noreast on May 22, 2019.

40. The Receiver contacted Colin Wong of HCC to discuss the claim and advised, amongst other things, that HCC did not own the system as it was sold to Noreast and also advised Mr. Wong that HCC's claim would not qualify as a claim for repossession of goods under section 81(1) of the BIA as the goods were delivered more than 30 days prior to the date of date of the Appointment Order.

41. During a telephone discussion with the Receiver, Mr. Wong indicated that he accepted the Receiver's position but did not respond in writing to the Receiver's email.

42. Attached hereto as **Appendix "G"** is a copy of the claim submitted by HCC and the Receiver's responding email dated August 16, 2019.

43. As the System forms part of the Property, the System will be sold together with the other M&E pursuant to terms of the LS Agreement, should this Court approve same.

VII. ASSETS AND BOOKS AND RECORDS

Machinery and Equipment

44. The Property consists mainly of specialized machinery and equipment (collectively, "**M&E**") used in the manufacturing and packaging of soy milk and tofu based products. The Receiver understands that substantially all of the M&E was purchased from manufacturers in China and then imported into Canada in or around 2017. The majority of the control panels on the M&E are in Mandarin Chinese. The M&E is currently located at the Premises and is in the possession and control of the Receiver.

45. In its capacity as consultant to TD Bank, AGI obtained an appraisal of the M&E from Platinum dated July 17, 2019, which is appended to the First Confidential Report as Appendix "A" thereto, as it contains commercially sensitive information pertaining to the value of the M&E. The Receiver is seeking approval of the Court to seal the First Confidential Report, together with the appendices thereto, until such time as the M&E has been sold or further order of the Court. As described below, the Receiver has entered into the LS Agreement with Danbury to carry out a sale of the M&E. A redacted copy of the LS Agreement is attached hereto as **Appendix "H"**.

46. In addition to the M&E, Noreast also maintained a stock of packaging inventory and parts which will also be included in the sale of assets by Danbury under the LS Agreement. In the event this inventory is not sold, it will be disposed of by the Receiver.

47. There is also a forklift located at the Premises, which does not form part of the M&E to be sold under the LS Agreement, and based on a search conducted by the Receiver's counsel, A&B, under the *Personal Property and Security Act* (Ontario) (the "PPSA") database, it appears to be leased from Toyota Industrial Commercial Finance Canada, Inc. ("**Toyota**"). A&B has written to Toyota and awaits copies of their finance or lease agreement and amounts owing to Toyota. Upon receipt, the Receiver and A&B will review the terms of the agreement in order to determine whether it is true lease or financing lease, and, in the case it is a financing lease, whether there is any equity in the forklift for the benefit of the creditors prior to determining what steps should be taken by the Receiver.

Leasehold Improvements to the Premises

48. As part of Noreast's leasehold improvements at the Premises, Noreast custom built a hydroponic grow area (the "**Grow Area**"), being approximately 60 x 75 square foot in size, which includes 6 chambers which house the production and cultivation of bean sprouts by supplying heat and humidity into the chambers. In addition, Noreast contracted Wilson's Water Wells Limited to install a water well (the "**Water Well**") at the Premises, which the Receiver understands was installed to decrease the cost of water, a necessity in the production of their products.

49. The Receiver's legal counsel, A&B, has reviewed the terms of the Lease Agreement between Noreast and the Landlord to establish whether or not the Receiver is required to remove the Grow Area from the Premises, if it cannot be sold. The Lease Agreement indicates at sections 7 and 23 that "[Noreast] will turn the Premises over to the Landlord at the termination of the lease with no obligation to demolish any of the build-out or leasehold improvements, nor to restore any part of the building." It further indicates that Noreast shall have the right to remove any fixtures brought onto the Premises and

that any improvements not removed by Noreast before the termination shall become the property of the Landlord.

50. As contemplated in the LS Agreement, Danbury will be attempting to find a buyer for the assets *en-bloc* who will remain as a tenant at the Premises as this will likely achieve the highest possible value for the Property and realization for the creditors. If this is the case, the Receiver will not contemplate the removal of the Grow Area or Water Well.

51. In the event that the assets are sold on a piecemeal basis to buyers who remove the assets from the Premises, the Receiver does not contemplate the removal of the Grow Area as the costs to do so will likely far exceed the value. In accordance with the Lease Agreement, the Receiver believes that the Grow Area is an improvement to the Premises that is not required to be demolished or removed upon the termination of the Lease.

52. With respect to the Water Well, the Lease Agreement indicates at section 22 that the tenant is obligated to remove and decommission the Water Well. The Receiver has obtained a quote from Wilson's Water Wells Limited to remove and decommission the Water Well for \$4,500 plus HST. The Receiver will assess whether it is necessary to remove and decommission the Water Well, after it has been established if the buyer of the assets wants to remain a tenant of the Premises.

Bank Accounts

53. Noreast held bank accounts with the TD Bank and the Royal Bank of Canada ("**RBC**"). The Receiver was advised by Bin that Noreast opened an account at RBC in 2019 and used this account to deposit customer payments to and issue cheques and make disbursements. Bin advised that Aerdon also banked with RBC. Immediately following the receipt of the Appointment Order, the Receiver notified RBC of the Appointment Order and requested that RBC freeze all accounts in the name of Debtors and to remit any funds in any accounts in the name of the Debtors to the Receiver. The Receiver also requested previous accounts statements. RBC has advised the Receiver that there are no remaining funds in the accounts.

54. A freeze has been placed on all outgoing funds in the TD Bank account and the account has been converted to deposit only. The TD account has been converted to deposit only so that T&T Supermarkets, a customer of Noreast, can continue to pay outstanding invoices owing to Noreast in the ordinary course. To date \$5,460.30 has been wired into the TD account by T&T Supermarkets.

Books and Records

55. As of the date of the Appointment Order, Noreast did not maintain a bookkeeping system to reflect its assets and liabilities, nor its sales and expenses. In addition, Noreast nor Aerdon prepared financial statements and were in significant non-compliance with the filing of corporate tax returns with the Canada Revenue Agency ("**CRA**").

56. Representatives of the CRA have contacted the Receiver who advised that Noreast has not filed its corporate tax returns for the years ending December 31, 2016, 2017 and 2018. Based on the Receiver's review of the status of Aerdon's corporate tax return filing, it does not appear as though Aerdon has ever filed a corporate tax return.

57. Bin advised the Receiver that Noreast previously maintained a QuickBooks accounting system and employed a bookkeeper. However, the bookkeeping system was destroyed in a flood at the Premises along with a majority of the hard copy accounting books and records. Bin also advised that there was no back-up system for the QuickBooks files and that the bookkeeper no longer worked for Noreast since the end of 2018. The Receiver understands that this bookkeeper may no longer reside in Canada.

58. As there is no bookkeeping system and very few records remaining, the Receiver has relied on information provided to it by Bin as well as representatives of TD Bank, in order to obtain information regarding the remaining Property and Records.

59. Bin advised that the remaining Property consists of significant HST refunds due from the Canada Revenue Agency ("**CRA**"), an insurance claim relating to the flood for a business interruption policy maintained by Noreast as well as accounts receivable owing by Noreast's customers.

60. Bin has advised that Aerdon does not have any assets.

Refunds of Harmonized Sales Tax (“HST”)

61. Bin advised the Receiver that Noreast is classified by the CRA as zero-rated and that it is not required to collect HST on its sales, as it is supplying basic groceries to its customers, however it can still claim back from the CRA input tax credits for HST paid on its purchases, including the HST paid on M&E.

62. Prior to the appointment of the Receiver, Noreast filed HST returns for the fiscal years ending December 31, 2016, 2017 and 2018, claiming refunds owing of \$59,559, \$124,941 and \$358,870, respectively.

63. Representatives of the CRA have advised that these HST returns are being audited and that they have requested back up documents from Noreast but have not received any information to date. The Receiver has also requested back up documentation from Bin but has not received any to date.

64. Bin advised the Receiver that Noreast paid HST on the M&E imported from China, prior to clearing Canada Customs, as well as paying HST on rent and other expenses associated with the business operations.

65. In order to obtain the documentation to support the HST that Noreast paid on the M&E imported into Canada, the Receiver contacted Kass Cargo International Inc.'s (“**Kass Cargo**”) representative Radley Jansen, who Bin advised was the Customs Broker. The Receiver requested the information from Mr. Jansen and followed up with several emails. However, to date, the Receiver has not received any information. Attached hereto collectively as **Appendix “I”** are copies of the Receiver’s emails to Mr. Jansen.

66. The Receiver believes that Kass Cargo should have the necessary information in order to substantiate the import of some or all of the Debtors M&E and payment of HST to Canada Customs which the Receiver requires in order to recover the Debtors’ HST refunds. The Receiver is seeking an order of the Court requiring the production of any and all records in possession or control of Kass Cargo in relation to the import of the M&E,

including, without limitation, any and all documentation evidencing the payment of HST to Canada Customs in the course of such import.

67. The Receiver will report further to the Court on the status of the HST refunds in due course, and as the information becomes available.

68. The Receiver has written to the CRA to request that a branch HST account ending in RT 0002 be opened in the name of the Receiver.

Insurance Claim

69. In its capacity as consultant, AGI was advised by Bin that Noreast made a claim under its insurance policy, held with The Co-Operators, for property damage resulting from a flood that occurred at the Premises on January 21, 2019.

70. The Receiver has contacted The Co-Operators and has been advised by their claims adjuster that The Co-Operators paid a portion of the claim for property damage of \$27,577.29 to Noreast and external contractors totaling \$21,383.72, and that Noreast's claims relating to damaged inventory and packaging are still pending, as the insurance company awaits additional information. The Receiver has spoken with Bin in this regard and he does not have any records to support this portion of the claim. The Receiver does not currently have any records so finalizing the inventory and packaging portion of the claim is likely not to occur.

71. The Receiver has also spoken with an insurance adjuster regarding a potential business interruption claim. The adjuster advised that based on the claim background in her file, the business was non-operational for two days (January 22, 2019 and January 23, 2019) and resumed business on January 24, 2019 and that any insurance claim of this nature, if accepted, would be limited to the "income" or "profit" generated from the sales lost during the interruption period. Given the time frame involved and lack of records, the Receiver does not intend on filing a business interruption claim at this time.

Accounts Receivable

72. As indicated herein, subsequent to the flood at the Premises, Noreast did not maintain a traditional bookkeeping system to track its sales and collections of accounts receivable. Accordingly, the Receiver has no accounts receivable listing to rely upon in order to collect outstanding amounts owing to Noreast.

73. Upon its appointment as Receiver, representatives of the Receiver met with Bin to discuss Noreast's sale, delivery and collection processes. Bin advised the Receiver that delivery truck operators would deliver products to customers on a daily basis and would provide the customer with a delivery slip, hand-written in Mandarin Chinese indicating the customer name, date of delivery and units delivered per SKU. The delivery truck driver would use an invoice book with pre-printed invoice numbers so that Noreast and customers could track the particular invoices.

74. Bin further advised the Receiver that the delivery truck drivers would hand in their delivery slips to him and that he would enter the slips into an excel schedule which he titled a "Tally" schedule (the "**Tally**"). Using the Tally, Bin would produce a monthly customer statement for each customer, with the exception of some customers who would tally the delivery slips and pay Noreast without the need for a statement.

75. Bin provided the Receiver with the Tally schedule which summarized deliveries in 2019. However, he advised the Receiver that there were many delivery slips which had not been entered. The Receiver obtained copies of the actual delivery slips for 2018 and 2019. Attached hereto as **Appendix "J"** is a copy of a delivery slip used by Noreast for reference by the Court.

76. On August 1, 2019, the Receiver wrote to each of Noreast's customers that it was aware of from past records which it had received, by registered mail, advising each customer of the appointment of the Receiver and that they should direct all payments to the Receiver at its offices. The Receiver also requested historical sales records from each of the customers in order to reconcile Noreast's records. The Receiver advised the customers that it was aware that March and April 2019 sales had been invoiced and that

the Receiver would be following up in due course to provide customers with invoices for the months of May, June and July 2019.

77. Many of Noreast's customers have responded to the Receiver advising that they have already paid the March and April invoices. The Receiver has requested back up documentation to substantiate these payments and is in the process of working with customers to obtain such information.

78. Since its appointment, the Receiver has managed to collect \$9,915 on account of account receivables, plus the \$5,460 which was deposited directly to Noreast's account held at TD.

79. Regarding invoicing for the months of May, June and July 2019, the Receiver has been working diligently to sort through approximately 1,800-2,000 delivery slips for these months and update the Tally to reflect any deliveries which had not been posted. Where necessary, Bin has assisted the Receiver to translate the customer names and information so that the Tally could be updated. The Tally included product names in Mandarin Chinese and used acronyms for customer names and in many cases Bin did not know the acronyms for each customer. The Receiver has also utilized A&B in order to translate certain delivery slips from Mandarin Chinese to English. The Receiver has made significant progress in updating the Tally schedule and intends on issuing customer invoices for May, June and July, 2019 in the near term.

VIII. SALE OF THE MACHINERY AND EQUIPMENT

80. As set out above, the M&E is very specialized in nature and there are a limited number of buyers of tofu production and packaging equipment. The prospective purchaser pool is further limited by the fact that all of the panels and switches are labelled in the Mandarin Chinese.

81. To determine the best possible method of sale, the Receiver met with six equipment auctioneers / liquidators. As a result of these discussions, the Receiver concluded that undergoing a sales process to attempt to sell the assets to a purchaser

en bloc or on a piecemeal basis, coupled with a fixed auction date for the remaining assets, would be the most appropriate method of sale.

82. The Receiver contacted each of the equipment auctioneers / liquidators and requested liquidation proposals. Details of the proposal received by the Receiver of included in the First Confidential Report.

83. As indicated above, the Receiver has also put notice of these Receivership proceedings in *Insolvency Insider*, which is an online publication subscribed to by many industry insolvency professionals as well as bankers, liquidators and other persons interested in purchasing assets from Receivers and/or Trustees. As a result of this publication, the Receiver received unsolicited expressions of interest from two separate groups for the purchase of the M&E *en-bloc*. The Receiver also received a third offer for the purchase of the M&E *en-bloc*. Details of these offers are set out in further detail in the First Confidential Report.

84. The Receiver has not accepted any of the offers and instead has chosen to engage Danbury pursuant to the terms of the LS Agreement for the following reasons:

- a. it believes that a more wide-spread marketing campaign for the assets should be undertaken by the Receiver in order to maximize the value of the M&E;
- b. Danbury has offered a net minimum guarantee for the assets with a significant upside on recoveries exceeding a certain amount; and
- c. when compared to other liquidation proposals received, Danbury's time frame for the sale of assets will allow the Receiver to vacate the Premises by October 31, 2019, thereby allowing the Receiver to reduce costs and minimize risk.

85. An unredacted copy of the LS Agreement, which contains the commercially sensitive terms, is attached as Appendix "B" to the First Confidential Report.

86. The Receiver has included details of the liquidation proposals and offers received to date in the First Confidential Report. The Receiver has not made this information

available to the general public, as the Receiver is of the view that this information is sensitive in nature and that the release of this information to the public can adversely impact the sales process. The Receiver is seeking an order of the Court to seal the First Confidential Report, including appendices thereto (which would include an unredacted copy of the LS Agreement) until such time as the sale transactions contemplated under the LS Agreement are completed or further order of the Court.

IX. PRIORITY AND SECURED CREDITORS

Canada Revenue Agency – Payroll Source Deductions

87. The Receiver contacted the CRA who has filed a proof of claim relating to the payroll account of Noreast indicating that CRA is owed \$86,006.24, for which \$35,815.24 represents trust funds for employee deductions of CPP, EI and income taxes that would rank as a priority claim above all other creditors. The Receiver believes that the trust amount will increase once the 2019 employee T4's are posted by CRA and an audit has been completed.

88. A copy of the proof of claim filed by the CRA with the Receiver is attached hereto as **Appendix "K"**.

89. The Receiver will provide an update to the Court regarding the quantum of the priority claims once the CRA completes its audit.

Wage Earner Protection Plan Act ("WEPPA")

90. Prior to the Appointment Order, Bin advised representatives of AGI that Noreast employed between 12 to 20 employees at any given time and that they were paid partially by cheque and partially in cash which it collected from its customers.

91. The Receiver understands that Aerdon did not have any employees.

92. Subsequent to the Appointment Order, the Receiver sent a WEPPA template schedule to Bin for him to fill out and return to the Receiver so that it could commence its WEPPA administration in relation to Noreast employees. Bin returned the schedule to

the Receiver which included 13 former employees who had been employed by Noreast and terminated by virtue of the Receivership.

93. Based on the schedule provided, there are wage and vacation pay arrears of approximately \$32,000. In accordance with the BIA, Services Canada will have a priority claim up to a maximum of \$2,000 per employee over Noreast's current assets.

94. The Receiver has been contacted by a lawyer from Avvy Yao-Yao Go, Barrister & Solicitor, who advised that she represents 8 of the former employees and that there are discrepancies in the employee T4's and ROE's that they received and that she will be assisting these employees with preparing the necessary information to be provided to Service Canada and the Receiver.

PPSA

95. Pursuant to a PPSA search conducted on July 30, 2019 (with a file currency date of July 29, 2019), the following chart provides a summary of creditors that have PPSA registrations against Noreast:

Registration Date	Creditor	Collateral Classification
August 20, 2015	Hitachi Capital Canada Corporation	Equipment, Other, Motor Vehicles
October 5, 2016	Klad Rentals Inc. / Axiom Leasing Inc.	Inventory, Equipment, Accounts, Other
May 5, 2017	The Toronto-Dominion Bank	Equipment, Other
June 26, 2017	The Toronto-Dominion Bank	Inventory, Equipment, Accounts, Other, Motor Vehicle
June 26, 2017	The Toronto-Dominion Bank	Equipment, Other
June 26, 2017	The Toronto-Dominion Bank	Accounts, Other
July 27, 2017	GM Financial Canada Leasing Ltd.	Consumer Goods, Inventory, Other, Motor Vehicle
September 11, 2017	Toyota Industries Commercial Finance Canada, Inc.	Equipment, Other
November 22, 2017	Christine Qun Xu	Inventory, Equipment, Accounts, Other
December 11, 2017	10519219 Canada Corp.	Accounts, Other
June 28, 2018	Meridian Onecap Credit Corp.	Equipment, Other, Motor Vehicles
July 24, 2018	The Toronto-Dominion Bank	Equipment, Other
November 13, 2018	Oxford Leaseway Ltd.	Consumer Goods, Equipment, Other, Motor Vehicle
June 13, 2019	CWB National Leasing Inc.	Equipment, Motor Vehicles

96. Attached hereto as **Appendix "L"** is a copy of the PPSA search.

97. Pursuant to a PPSA search conducted on July 30, 2019 (with a file currency date of July 29, 2019), the following creditors have registered financing statements against Aerdon:

Registration Date	Creditor	Collateral Classification
October 5, 2016	Klad Rentals Inc. / Axiom Leasing Inc.	Inventory, Equipment, Accounts, Other
June 26, 2017	The Toronto-Dominion Bank	Inventory, Equipment, Accounts, Other, Motor Vehicle
June 26, 2017	The Toronto-Dominion Bank	Accounts, Other

98. Attached hereto as **Appendix “M”** is a copy of the PPSA search.

99. The Receiver has set out above the status of the motor vehicle registrations and the equipment registration in favour of Toyota.

100. With respect to Klad Rentals Inc. and Axiom Leasing Inc., the Receiver has been advised that they were paid out from the proceeds of the TD Bank financing and that they are no longer creditors. Accordingly, those registrations should have been discharged.

101. The Receiver has received loans and security documents from each of TD Bank (the **“TD Bank Security”**), and from Christine Qun Xu and 10519219 Canada Corp (together, the **“Xu Security”**), through their counsel Robert Kligerman of Keslassy Freedman Gelfand LLP.

102. The Receiver’s legal counsel, A&B, reviewed the TD Bank Security and provided its opinion that, subject to the normal assumptions and qualifications, the TD Bank Security is valid and enforceable in accordance with its terms other than as specifically identified in the opinion.¹

103. In addition, A&B has also reviewed the Xu Security and provided its opinion that, subject to the normal assumptions and qualifications, the Xu Security is valid and enforceable in accordance with its terms other than as specifically identified in the opinion.²

X. RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

104. Attached hereto as **Appendix “N”** presents a summary of the Receiver’s Interim R&D for the period July 26, 2019 to September 4, 2019. As is illustrated, receipts total

¹ A copy of the security opinion in respect of TD Bank Security is available to the Court upon request.

² A copy of the security opinion in respect of Xu Security is available to the Court upon request.

approximately \$99,915, primarily related to collection of the opening account receivables, and the advance from the TD Bank under a Receiver's Borrowing Certificate dated August 6, 2019.

105. In accordance with paragraph 22 of the Appointment Order, TD Bank has advanced \$90,000 to the Receiver under the Receiver's Borrowing Charge (defined in the Appointment Order) to fund the Receiver's fees and disbursements. A copy of the certificate issued to TD Bank dated August 6, 2019 is attached hereto as **Appendix "O"**.

106. The Receiver has made disbursements of approximately \$88,569, primarily related to occupation rent and other costs. Accordingly, as at September 5, 2019 the Receiver has net funds in its account of approximately \$11,346.

XI. ACCOUNTS OF THE RECEIVER AND ITS COUNSEL

107. Pursuant to paragraph 19 of the Appointment Order, any expenditure or liability which shall properly be made or incurred by the Receiver, including the fees and disbursements of the Receiver and the fees and disbursements of A&B, constitute part of the "Receiver's Charge". The fees and disbursements of the Receiver for the period to August 31, 2019 are detailed in the affidavit of Bryan Gelman accompanied by supporting time dockets, a copy of which is attached as **Appendix "P"**. The fees and disbursements of A&B to August 30, 2019 are detailed in the affidavit of Shakaira John accompanied by supporting time dockets, a copy of which is attached as **Appendix "Q"**.

108. The Receiver's fees to August 31, 2019 encompass 263.5 hours at an average hourly rate of approximately \$253.76 for a total of \$66,866 plus disbursements of \$142.90 prior to applicable taxes. The Receiver is therefore requesting that this Honourable Court approve its total fees and disbursements inclusive of applicable taxes in the amount of \$75,717.98.

109. The Receiver's Counsel's fees and disbursements to August 30, 2019 total \$18,516.30 inclusive of HST with an average hourly rate of \$530.38. The Receiver is therefore requesting that this Honourable Court approve Counsel's total fees and disbursements.

110. The Receiver believes that its fees and disbursements, as well as the fees and disbursements of its legal counsel are fair and reasonable in the circumstances.

XII. RECEIVER'S REQUEST FOR RELIEF

111. The Receiver respectfully submits this First Report and the First Confidential Report in support of the Receiver's motion for an Order:

- a. approving each of the First Report and the First Confidential Report, and the Receiver's activities as outlined therein;
- b. approving the terms of the LS Agreement and authorizing the Receiver to complete the transactions contemplated under the LS Agreement, and take such additional steps and/or execute such other documents required to complete the transaction contemplated under the LS Agreement and as the Receiver may deem necessary or appropriate;
- c. sealing the First Confidential Report, including an unredacted copy of the LS Agreement, pending the completion of the transactions contemplated under the LS Agreement or further Order of this Court;
- d. directing Kass Cargo to produce to the Receiver any and all records in their possession or control in relation to the import of any of the Property of the Debtors into Canada and any and all documentation evidencing the payment by the Debtors of HST to Canada Customs or the Canada Revenue Agency;
- e. approving the fees and disbursements of the Receiver and its legal counsel, A&B, as outlined herein;
- f. approving the Receiver's Interim R&D; and
- g. such further and other relief as this Honourable Court may deem just.

All of which is respectfully submitted this 5th day of September, 2019.

**ALBERT GELMAN INC., in its
capacity as the Court-appointed Receiver of
Noreast Foods Ltd. and Aerdon Continental Corp.,
and without personal or corporate liability**



Per:

Bryan Gelman, *CIRP, LIT*

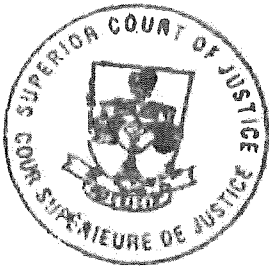
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APPENDIX "A"

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

THE HONOURABLE)
JUSTICE CONWAY) FRIDAY, THE 26TH
DAY OF JULY, 2019

BETWEEN:



**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**ORDER
(appointing Receiver)**

THIS APPLICATION made by The Toronto-Dominion Bank and TD Equipment Finance Canada (together, the "**Applicant**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing Albert Gelman Inc. ("**AGI**") as receiver (in such capacity, the "**Receiver**") without security, of all of the current and future assets, undertakings and property of the Respondents, Noreast Foods Ltd.

(“Noreast”) and Aerdon Continental Corp. (“Aerdon”) acquired for, or used in relation to a business carried on by them, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Jack Borges sworn June 24, 2019, and the Exhibits thereto, on hearing submissions from counsel for the Applicant, the Respondents, Christine Qun Xu and 10519219 Canada Corp., no one appearing for any other person on the service list, although served as appears from the affidavit of service of Eric Golden sworn July 17, 2019, and on reading the consent of AGI to act as the Receiver,

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.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the *BIA* and section 101 of the *CJA*, AGI is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of Noreast and Aerdon (individually and collectively, the “**Debtor**”) and acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality

of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage appraisers, agents, experts, auditors, liquidators, accountants, managers, including a property manager, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to dispose, at its discretion, food inventory in the form of raw materials and/or finished goods relating to the business of the Debtor;

- (g) to process any claims for insurance under the Debtor's insurance policies and receive and collect all monies that may become payable under such policies, subject to the interest of the Applicant as a first loss payee;
- (h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (i) to settle, extend or compromise any indebtedness owing to the Debtor;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (m) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$150,000.00, provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;

- (n) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (o) to undertake worker's health and safety assessments of the operations of the Debtor;
- (p) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (q) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (r) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor, and to execute any agreements required in connection with or as a result of such permits, licenses,

- approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (s) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
 - (t) to make payments, as required, under any contract in relation to the Property, without assuming any liability or obligations thereunder;
 - (u) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
 - (v) to terminate and/or repudiate such contracts or agreements to which the Debtor is a party or in respect of the Property;
 - (w) to assign the Debtor into bankruptcy and act as trustee in bankruptcy of the Debtor; and
 - (x) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the

foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “Records”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy

any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's 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 Receiver's 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 Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *BIA*, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (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 THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor 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 or other services to the Debtor 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 Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current 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 Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

13. **THIS COURT ORDERS** that in the event that an account for the supply of goods and/or services transferred from the Debtor to the Receiver, or otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the

collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not

complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver 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 Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver'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.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the *BIA* or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the *BIA*.

23. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.albertgelman.com/corporate-solutions/other-engagements/>

27. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is 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 Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor 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

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

29. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

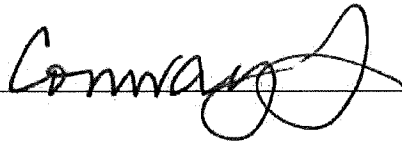
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals,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

31. **THIS COURT ORDERS** that the Receiver 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 Receiver 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.

32. **THIS COURT ORDERS** that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUL 26 2019

PER / PAR: RW

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 19th day of July, 2019 (the "Order") made in an application having Court file number CV-19-006221751-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ 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] [monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the 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, 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 Toronto, 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.

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 the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

THE TORONTO DOMINION BANK, ET AL.
Applicants

and

Court File No. CV-19-00621751-00CL
NOREAST FOODS LTD., ET AL.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(Appointment of Receiver)

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Lawyers for the Applicants

COUNSEL SLIP

COURT FILE NO CV-19-621751-00CL

DATE July 26, 2019

NO ON LIST 5

TITLE OF PROCEEDING The Toronto Dominion Bank et al vs. Noreast Foods LTD et al.

COUNSEL FOR:
PLAINTIFF(S) ERIC GOLDEN
DEFENDANT(S)
RESPONDENT(S)

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(4) 793-5437
EGOLDEN@BLANEY.COM

COUNSEL FOR:
DEFENDANT(S)
RESPONDENT(S)

July 26/19

This order appointing a Receiver is now proceeding on consent. OTC as signed by me.

Conway J

APPENDIX “B”

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

**APPLICATION UNDER Section 47 of the *Bankruptcy and Insolvency Act*
R.S.C. 1985, C. B-3, as amended**

AFFIDAVIT OF JACINTO JACK BORGES

**I, JACINTO JACK BORGES, of the City of Toronto in the Province of Ontario, MAKE
OATH AND SAY:**

1. I am an account manager with the Financial Restructuring Group of the Applicant, The Toronto-Dominion Bank ("TD"), with carriage of the Respondents' account at TD. As such, I have knowledge of the matters to which I hereinafter depose.
2. Where the information in this affidavit is based upon information and belief, I have indicated the source of my information and belief and do verily believe it to be true.
3. To the extent that any of the information set out in this affidavit is based on my review of the Applicants' documents, I verily believe the information in such documents to be true.

Background

4. I am swearing this Affidavit in support of an Application by TD and TD Equipment Financing Canada (“**TDEF**”) seeking to appoint Albert Gelman Inc. (“**AGI**”) as interim receiver over the respondent Noreast Foods Ltd. (“**Noreast**”) pursuant to s. 47 of the *Bankruptcy and Insolvency Act* (the “**BIA**”).

5. On or about May 24, 2019, the Applicants issued their Notices of Intention to Enforce Security pursuant to s. 244 of the BIA to both Noreast and Aerdon Continental Corp. (“**Aerdon**”), together with demand letters seeking payment in full of the amounts owing under the various loans to Noreast by TD and TDEF (collectively, the “**Bank**”) set out below.

6. The monetary defaults in respect of the Bank’s loans to Noreast have not been remedied, and the Bank has not been provided with the required evidence that its security over the assets and undertaking of Noreast is not in jeopardy, or that the business operations of Noreast are sound. As a result, given the financial distress currently being experienced by Noreast, the Bank seeks the appointment of an interim receiver so as to obtain a better understanding of Noreast’s business operations and assess next steps with respect to the Bank’s security over Noreast.

The Respondents

7. TD is incorporated pursuant to the laws of Canada. TDEF is the equipment financing division of TD.

8. Noreast is incorporated pursuant to the laws of Ontario. Bin Chen is an officer, director and the majority shareholder of Noreast. As detailed below, Christine Qun Xu has been a minority shareholder in Noreast since about November, 2017. Attached hereto and marked as **Exhibit "1"** to this affidavit is a copy of a Corporate Profile Report for Noreast dated May 5, 2019.

9. Aerdon is a holding company for Bin Chen, who is its sole officer and director. Attached hereto and marked as **Exhibit "2"** to this affidavit is a copy of a Corporate Profile Report for Aerdon dated May 22, 2019.

10. The registered office address for both Aerdon and Noreast set out in the Corporate Profile Reports for those companies is 51 Kentish Crescent, Scarborough, which I understand to be Bin Chen's residence.

11. Noreast is a manufacturer and distributor of soy milk and tofu, as well as distributor of kelp. It has been carrying on business since 2013. Noreast's customers mainly consist of Asian supermarkets (approximately 85%) and Asian restaurants. Bin Chen has advised TD that Noreast holds over 80% of the market share for tofu sales in the Greater Toronto Area. Noreast's tofu is packaged under several brands including Northeast, Guway, Sou Fresh and Sou Organic. Noreast currently operates out of a 32,000 square foot leased premises at 1170 Birchmount Road, unit 2, Toronto (the "**Leased Premises**"). Based on the Bank's records, Noreast has had anywhere between 7 and 20 employees.

12. When TD made the loans set out below to Noreast, it was carrying on business at three different locations in Toronto: 1220 Markham Road, Unit 2, 60 Weybright Court, Unit 5, and 705 Progress Road, Unit 33. Bin Chen has advised TD that Noreast is no longer carrying on business at any of those locations, and all Noreast operations have been consolidated at the Leased Premises.

The TD/TDEF Loans and Related Security

13. On or about April 18, 2017, TD established a Demand Operating Facility in favour of Noreast in the amount of \$200,000.00 (the “**TD Operating Line**”), in conjunction with a Visa credit card facility in favour of Noreast with a credit limit of \$25,000.00 (the “**TD Visa Facility**”), as part and parcel of a \$600,000.00 equipment finance loan by TDEF to finance a new tofu production line. Attached hereto and marked as **Exhibit “3”** to this affidavit is copy of TD’s Demand Operating Facility Agreement with Noreast dated April 18, 2017 (“**DOFA**”).

14. Noreast and Aerdon both granted TD a security agreement (the “**TD Chattel Mortgage**”) over the new tofu production equipment (the “**Original TD Equipment**”). Attached hereto and marked as **Exhibit “4”** to this affidavit is copy of the TD Chattel Mortgage agreement dated April 19, 2017 (to TD’s knowledge, the Original TD Equipment ended up being in the name of Noreast only, and not the holding company Aerdon).

15. Noreast and Aerdon also each granted TD a general security agreement (the “**TD GSAs**”) over their assets and undertaking, save and except over the Klad Equipment (as defined below). Attached hereto and marked as **Exhibit “5”** to this affidavit is copy of the TD GSAs dated April 19, 2017.

16. On or about May 8, 2017, Noreast entered into separate loan agreement with TDEF directly for \$600,000.00 to finance the Original TD Equipment. The term of the loan was for 60 months, with monthly payments of \$11,189.96, at an interest rate of 4.48% *per annum* (the “**First TDEF Loan**”). Attached hereto and marked as **Exhibit “6”** to this affidavit is a copy of the First TDEF Loan agreement.

17. Noreast also gave TDEF a separate security agreement over the Original TD Equipment (the "**First TDEF Chattel Mortgage**"). Attached hereto and marked as **Exhibit "7"** to this affidavit is a copy of the First TDEF Chattel Mortgage dated May 8, 2017.

18. Bin Chen provided TD with a guarantee of the debts and obligations of Noreast and Aerdon. Noreast also guaranteed the debts and obligations of Aerdon to TD, and vice versa. Attached hereto and marked as **Exhibit "8"** to this affidavit is a copy of the unlimited guarantees of Bin Chen, Noreast and Aerdon given to TD (the "**TD Guarantees**").

19. On or about June 28, 2018, the TD Operating Line was amended to increase the limit to \$300,000.00. Attached hereto and marked as **Exhibit "9"** to this affidavit is a copy of the amended DOFA.

20. On or about July 24, 2018, after purchasing additional tofu production equipment (the "**Additional TDEF Equipment**") which Noreast valued at approximately \$3 million (including installation costs), Noreast entered into a second loan agreement with TDEF for \$2,823,510.58, for another five year term, at an interest rate of 5.36% per annum. The monthly payments were \$53,750.07 (the "**Second TDEF Loan**"). Attached hereto and marked as **Exhibit "10"** to this affidavit is a copy of the Second TDEF Loan agreement dated July 24, 2018.

21. The purpose of the Second TDEF Loan was to provide working capital to Noreast following its purchase and installation of the Additional TDEF Equipment. Noreast gave TDEF another security agreement, this time in respect of the Additional TDEF Equipment (the "**Second TDEF Chattel Mortgage**"). Attached hereto and marked as **Exhibit "11"** to this affidavit is a copy of the Second TDEF Chattel Mortgage dated July 24, 2018.

22. The proceeds from the Second TDEF Loan were going to be used by Noreast, for among other things, repayment of Noreast's Axiom Debt (as defined below), partial repayment of a portion of Noreast's shareholder loans from Christin Qun Zhu (see below), and to fund working capital requirements.

Klad Rentals Incorporated and Axiom Leasing Inc.

23. Noreast had entered into a lease (the "**Klad Lease**") with Klad Rentals Incorporated ("**Klad**") on or about October 1, 2016. Noreast had granted Klad a general security agreement over the equipment covered by the Klad Lease, and certain additional equipment (collectively, the "**Klad Equipment**"). The Klad Lease was assigned to Axiom Leasing Inc. ("**Axiom**"), and on or about April 23, 2018, Axiom issued a notice pursuant to section 63(4) of the *Ontario Personal Property Security Act* ("**PPSA**") in respect of the Klad Equipment. Axiom alleged over \$360,000.00 was owing under the Klad Lease, including interest and costs (the "**Axiom Debt**"). Attached hereto and marked as **Exhibit "12"** to this affidavit is a copy of Axiom's notice pursuant to section 63(4) of the PPSA dated April 23, 2018.

24. As set out in an Acknowledgement in favour of TD that Klad executed on May 3, 2017, Klad's security over Noreast was limited to the Klad Equipment. Attached hereto and marked as **Exhibit "13"** to this affidavit is a copy of the Acknowledgment executed by Klad on May 3, 2017, in favour of TD.

Christine Qun Xu and 10519219 Ontario

25. Prior to making the Second TDEF Loan, TD was advised that Bin Chen transferred approximately 18% of his shares in Noreast to Christine Qun Xu in or about November, 2017 (Bin Chen remained the only other shareholder in Noreast).

26. According to the Ontario PPSA registry, on or about November 22, 2017, Christine Qun Xu filed a PPSA registration against Noreast in respect of an alleged general security agreement allegedly securing a debt to her by Noreast of \$1 million (the “**Xu GSA**”). Attached hereto and marked as **Exhibit “14”** to this affidavit is a copy of the results of a PPSA search against Noreast dated May 22, 2019.

27. On December 12, 2017, 10519219 Canada Corp. filed a PPSA registration over Noreast’s “accounts” in respect of an “assignment by the debtors (Bin Chen and [Noreast]) to the secured party (10519219 Canada Corp.) of all debts and liabilities, present and future, of Christine Qun Xu owed to the debtors and all proceeds thereof”, allegedly securing a debt of \$500,000.00. Li-Zen Li is the director of 10519219 Canada Corp. Attached hereto and marked as **Exhibit “15”** to this affidavit is a copy of a Federal Corporation Information report for 10519219 Canada Corp.

28. TD did not subordinate any of its security (the TD Chattel Mortgage, the TD GSAs, the First TDEF Chattel Mortgage, and the Second TD Chattel Mortgage), to Christine Qun Xu (or to 10519219 Canada Corp., or for that matter anyone else other than Klad/Axiom).

Noreast's Bank Debts

29. As of June 6, 2019, the amount owing under the TD Operating Line was \$610,939.00. The TD branch handling the Noreast account kept providing temporary approvals to increase the limit under the TD Operating Line, and it was never brought back under the authorized \$300,000.00 limit after February 21, 2019. Attached hereto and marked as **Exhibit "16"** to this affidavit is a copy of the account history for the TD Operating line to June 6, 2019.

30. As of May 21, 2019, the amount owing under the First TDEF Loan was \$402,838.56 and the amount owing under the Second TDEF Loan was \$2,795,003.64. The loan payments due in April and May 2019 under the First TDEF Loan have not been made. Attached hereto and marked as **Exhibit "17"** to this affidavit is a copy of the payout statements for the First TDEF Loan and the Second TDEF Loan as of May 21, 2019.

31. On or about May 13, 2019, TD made demand on the TD Operating Line. On or about May 24, 2019, the Banks' lawyers herein (Blaney McMurtry LLP) issued demands and related s. 244 notices under the BIA on behalf of the Bank to both Noreast and Aerdon in respect of the TD Operating Line, the TD Visa Facility, the First TDEF Loan and the Second TDEF Loan (the Bank also made demand under the TD Guarantees). Attached hereto and marked as **Exhibit "18"** to this affidavit is a copy of the TD demand for payment under the TD Operating Line made May 13, 2019, and the demands for payment made on May 24, 2019, with the related notices pursuant to s. 244 of the BIA made by Blaney McMurtry LLP on behalf of the Bank.

Albert Gelman Inc.

32. Pursuant to a letter executed by Noreast on or about May 22, 2019, (the “**AGI Engagement Letter**”), AGI was appointed as consultant “for the purpose of reviewing and assessing the assets, financial position, business and operations of [Noreast] and advising [the Bank] in connection with the Debtor’s indebtedness to [the Bank]. Attached hereto and marked as **Exhibit “19”** to this affidavit is a copy of AGI Engagement Letter executed by Noreast on or about May 22, 2019.

33. Noreast required one amendment to the Bank’s proposed AGI Engagement Letter. Specifically, Noreast amended section 3(d) under the heading “Debtor’s Acknowledgment, Agreement and Undertaking” by adding a phrase as highlighted below:

3. The Debtor undertakes to co-operate with the Consultant in completing this engagement and in that regard it shall:

...

d. arrange for its employees, officers, creditors, suppliers, investors, customers and any other stakeholder to meet with the Consultant to provide any information, analysis or explanation as required by the Consultant; and *need prior consent from debtor prior to contact any outside parties.*

Noreast’s Operations

34. I attended at the Leased Premises on May 14, 2019, at which time I was given a tour of the premises. Bryan Gelman of AGI attended at the Leased Premises on May 27, 2019. AGI provided Bin Chen with a series of questions on May 31, 2019, regarding, among other things, Noreast’s operations and finances, and only received initial answers to any of these questions on June 24,

2019 (as set out in paras. 41 and 42 below). Attached hereto and marked as **Exhibit "20"** to this affidavit is AGI's email to Bin Chen dated May 31, 2019, and the follow-up emails since then regarding the status of his responses as of June 10, 2019.

35. I also delivered a series of questions to Bin Chen on June 5, 2019, regarding Noreast's operations and finances, and they have yet to be answered. Attached hereto and marked as **Exhibit "21"** to this affidavit is a copy of my exchange of emails with Bin Chen on June 5, 2019.

36. The only financial information that Noreast and Bin Chen have provided TD and AGI since Bryan Gelman and I attended at the Leased Premises is a one page "Profit & Loss" statement for 2018, unaudited financials for 2015, 2016 and 2017, and a manually prepared schedule of accounts receivable as of April 30, 2019 (collectively, the "Confidential Information"), which are attached hereto and marked as **Confidential Exhibit "22"** to this affidavit.

Accounts Receivable and Invoices

37. I am advised by both Bryan Gelman and Adam Moskowitz of Platinum Asset Services that Bin Chen told them that a number of Noreast records, including purchase invoices, were destroyed in a recent flood at the Leased Premises. Attached hereto and marked as **Exhibit "23"** to this affidavit is a copy of sample Noreast invoice to its customers, as well as photographs of the Leased Premises that Mr. Gelman took on a recent attendance.

38. Through discussions with Bin Chen, Bryan Gelman learned that Noreast's operations are manual in nature such that Noreast staff loads up its trucks with product each day, and its drivers drive around to Noreast's customers, offering product for sale, delivering as required, issuing invoices on site, and collecting payments by cheque or cash. Notwithstanding the extent of

Noreast's sales, there is currently no bookkeeping software system in place to keep track of Noreast's sales and accounts receivables. Tabulation of the invoices rendered by Noreast, and payments collected by its drivers, has to be manually calculated. Bin Chen advised me that Noreast collects significant amounts of these receivables in cash.

Inventory/Appraisal

39. AGI arranged for Platinum Asset Services to attend the Leased Premises on May 28, 2019, for the purposes of carrying out an inventory and appraisal of the equipment and assets located at the Leased Premises (the "**Initial Inspection**"). Platinum Asset Services attended again on June 4, 2019, to attempt to complete the Initial Inspection. Adam Moskowitz, the president of Platinum Asset Services, has advised me that the majority of the manufacturing equipment has been imported from China, that the control panels are in Chinese without an English toggle button, some of the equipment does not have serial numbers and much of the equipment appears to have loose fitting wiring that may not conform with electrical safety code and may not be properly installed.

40. Bin Chen has taken the position that the AGI Engagement Letter does not allow Platinum Asset Services to contact manufacturers and/or resellers of the same or similar equipment. However, Mr. Moskowitz has advised me that Platinum Asset Services must do so in order to do the necessary research to appraise the equipment.

41. On June 12, 2019, Justice Chiappetta made an Order requiring, among other things, that Noreast and Aerdon produce for AGI a significant amount of financial information and documentation. Attached hereto and marked as **Exhibit "24"** to this affidavit is a copy of the Order of Justice Chiappetta made June 12, 2019, and the related Endorsement.

42. By way of email dated June 24, 2019, counsel for Noreast and Aerdon provided their clients' initial response to the Order of Justice Chiappetta made June 12, 2019. Attached hereto and marked as **Exhibit "25"** to this affidavit is a copy of the email from Howard Manis of Macdonald Sager Manis LLP, to the Bank's counsel and AGI, dated June 24, 2019 (save and except for the photos of the Leased Premises).

Landlord

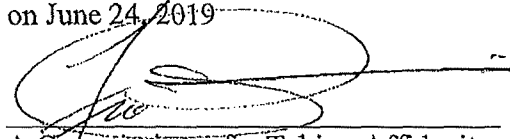
43. The landlord of the leased premises is 1176726 Ontario Limited. Noreast has been in repeated arrears of its rent for the Leased Premises, and its June rent payment for \$34,276.01 was returned by TD (it was drawn on the TD Operating Line, which is already over its limit by over \$300,000.00).

44. AGI has consented to be appointed as interim receiver over Noreast.

45. This affidavit is sworn in support of the Bank's application for, among other things, an Order to appoint AGI as interim receiver over Noreast, and for no improper purpose.

SWORN BEFORE ME

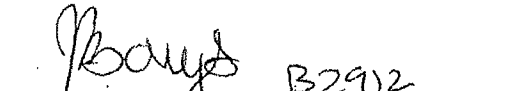
at the City of Toronto,
in the Province of Ontario,
on June 24, 2019



A Commissioner for Taking Affidavits

Francis Michael DiNino, a Commissioner
Etc., Province of Ontario, for the
Toronto-Dominion Bank
Expires May 13, 2020

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Jacinto Jack Borges B2912

APPENDIX “C”

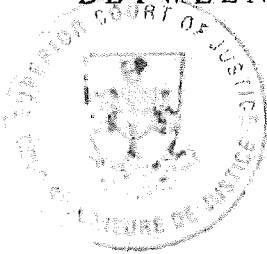
Court File No. CV-19-00621751-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

THE HONOURABLE)
JUSTICE CHIAPPETTA)

WEDNESDAY, THE 12TH
DAY OF JUNE, 2019

BETWEEN:



**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

**APPLICATION UNDER Section 47 of the *Bankruptcy and Insolvency Act*
R.S.C. 1985, C. B-3, as amended**

ORDER

THIS APPLICATION, made by The Toronto-Dominion Bank and TD Equipment Finance Canada (collectively, the "**Bank**") for, among other things, an Order appointing an interim receiver over Noreast Foods Ltd. ("**Noreast**") pursuant to s 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, cc B-3 (the "**BIA**"), was heard this day at Toronto for the purposes of scheduling a timetable for the hearing of the application,

ON READING the Notice of Application herein, and on hearing the submissions of ~~the~~ *Mr. Gelman is pers in* counsel for the Bank, ~~no one appearing~~ for the Respondents, although served with the Notice of Application as appears from the affidavit of service of Rupert Mathias sworn June 12, 2019,

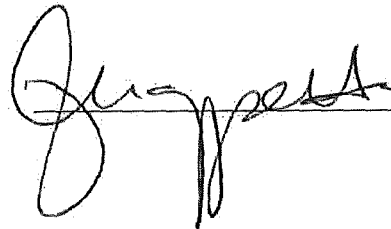
1. **THIS COURT ORDERS** that neither Noreast nor Aerdon Continental Corp. ("**Aerdon**") shall transfer, sell, pledge, encumber, or otherwise deal out of the ordinary course of business with any equipment or machinery registered in one or both of their names (including motor vehicles), whether located at 1170 Birchmount Road, Toronto (the "**Leased Premises**"), or elsewhere.
2. **THIS COURT ORDERS** that Noreast and Aerdon shall provide Albert Gelman Inc. ("**AGI**") by June 19, 2019, with the following:
 - (i) a schedule, including serial numbers, of all the equipment and machinery currently located at Leased Premises, and any and all equipment and machinery in the name of either or both Respondents located anywhere else other than the Leased Premises (collectively, the "**Equipment**");
 - (ii) the purchase invoices for the Equipment and proof of payment;
 - (iii) weekly schedules setting out their sales and accounts receivable, with the required back-up information (the invoices rendered, and evidence of payments received);
 - (iv) weekly schedules setting out their expenses and accounts payable, with the required back-up information (the invoices received, and evidence of payments paid);
 - (v) any and all loan and/or lease agreements (and any related security agreements) between Klad Rentals Incorporated and the Respondents, or either of them;
 - (vi) any and all loan and/or lease agreements (and any related security agreements) between Axiom Leasing Inc. and the Respondents, or either of them;
 - (vii) any and all loan and/or lease agreements (and any related security agreements) between Christine Qun Xu and the Respondents, or either of them;
 - (viii) any and all loan and/or lease agreements (and any related security agreements) between 10519219 Canada Corp. and the Respondents, or either of them;
 - (ix) any and all shareholder agreements involving the Respondents (or either of them) and Christine Qun Xu and/or Bin Chen;
 - (x) a schedule setting out how the proceeds of the Second TDEF Loan (as defined below) made to Noreast, were allocated by Noreast;

- (xi) any and all banking records of the Respondents with the Royal Bank of Canada since April, 2017, to the current date;
- (xii) any and all of the Respondents' records since April 2017, relating to employee payroll and the Canada Revenue Agency, including payroll accounts, payroll audits and names of auditors, HST and corporate tax, and tax refunds claimed by the Respondents or either of them;
- (xiii) the Respondents' financial books and records since 2017;
- (xiv) the lease for the Leased Premises;
- (xv) proof that utility payments and the lease for the Leased Premises, are in good standing; and
- (xvi) any remaining information and documentation not set out above, and requested in AGI's email to Bin Chen marked as Exhibit "20" to the affidavit of Jacinto Jack Borges of TD sworn in support of the Application herein.

3. **THIS COURT ORDERS** that the Respondents may, within seven (7) business days of the date of this Order, seek to vary or amend this Order.

4. **THIS COURT ORDERS** that this application be adjourned to a Chambers attendance on June 19, 2019, for the purposes of timetabling the hearing regarding the appointment of the interim receiver.

5. **THIS COURT ORDERS** that a copy of this Order be served on the Respondents forthwith.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 12 2019

PER / PAR: *RW*

THE TORONTO DOMINION BANK, ET AL.
Applicants

and

Court File No. CV-19-00621751-00CL
NOREAST FOODS LTD., ET AL.
Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
Proceeding commenced at Toronto

ORDER

BLANEY MCMURTRY LLP
Barristers & Solicitors
2 Queen Street East, Suite 1500
Toronto ON M5C 3G5

Eric Golden LSO #38239M
(416) 593-3927 (Tel)
(416) 593-5437 (Fax)

Chad Kopach LSO #48084G
(416) 593-2985 (Tel)
(416) 593-5437 (Fax)

Lawyers for the Applicants

APPENDIX “D”

Noreast Food Ltd.

Policy number	Type	Insured	Status	Policy issue date	Expiry/ Cancellation date	Remark
1338174	Life	Chen, Bin	lapsed*	20-Feb-18	18-Sep-19	* no coverage currently due to no payment
1338201	Life	Chen, Qi Xiang	lapsed*	Feb/20,2018	18-Sep-19	received after 31-day grace period but
1342406	Life	Xu, Christine	lapsed*	09-Oct-18	07-Sep-19	could be brought back by payment prior to the term expiry date.
508574142	Auto	Noreast Food Ltd.	Pending cancellation	30-Oct-14	10-Sep-19	through billing system, we can't reverse the cancellation.
1071690796	Commercial	Noreast Food Ltd.	Cancelled**	01-Mar-19	17-Jun-19	**Underwriting reason
4000915648	Auto	Noreast Food Ltd.	Cancelled***	01-Dec-18	02-May-19	***Non payment

AERDON CONTINENTAL CORP

4000464519	Commercial	AERDON CONTINEN	Cancelled	01-Oct-18	02-May-19	Rejected payment
4000410197	Auto	AERDON CONTINEN	Pending cancellation	21-Jun-18	01-Sep-19	through billing system, we can't reverse the cancellation.

APPENDIX “E”

ALBERT GELMAN

**In the Matter of the Receivership of
Noreast Foods Ltd.
Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)**

The Receiver gives notice and declares that:

1. Albert Gelman Inc. was appointed by Order dated July 26, 2019 ("**Appointment Order**") of the Ontario Superior Court of Justice as a Receiver ("**Receiver**") of the property, assets and undertakings of Noreast Foods Ltd. (the "**Debtor**").
2. Copies of the Appointment Order and the Amended Notice of Application of The Toronto-Dominion Bank and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, (collectively "**TD Bank**"), are available on the Receiver's case website located at: <https://www.albertgelman.com/corporate-solutions/other-engagements/>
3. On July 26, 2019 the Receiver took possession and control of the Debtor's premises located at 1170 Birchmount Road, Unit 2, Scarborough, Ontario ("**Premises**") and the assets stored within the Premises. The Receiver has also relocated vehicles to a storage facility.
4. The following information relates to the receivership:
 - (a) Address of insolvent person: 1170 Birchmount Road, Unit 2, Scarborough, Ontario
 - (b) Principal line of business: Manufacturing and packaging of tofu and bean products
 - (c) Location of business: 1170 Birchmount Road, Unit 2, Scarborough, Ontario
 - (d) Amounts owed to each creditor who holds a security or deemed trust claim on the Debtor's property:
 - Canada Revenue Agency, payroll source deductions estimated by the Debtor at \$100,000.
 - TD Bank, total principal owing is \$3,392,032.71 plus accrued interest and costs.
 - Christine Quin Xu, the amount owing is unknown at this time.
 - Hitachi Capital Canada Corporation, the amount owing is unknown at this time.
 - Klad Rentals Inc., the amount owing is unknown at this time.
 - Axiom Leasing Inc., the amount owing is unknown at this time.
 - GM Financial Canada Leasing Ltd, the amount owing is unknown at this time.
 - Toyota Industries Commercial Finance Canada Inc., the amount owing is unknown at this time.
 - 10519219 Canada Corp., the amount owing is unknown at this time.
 - Meridian Onecap Credit Corp., the amount owing is unknown at this time.
 - Oxford Leaseway Ltd. the amount owing is unknown at this time.
 - CWB National Leasing Inc. amount owing is \$244,480.37.
- (e) The list of the unsecured creditors and amounts owed to each creditor is attached as **Schedule "A"**.
- (f) The Receiver's plan of action to realize on the Debtor's assets has not been finalized.
- (g) Contact person for receiver: Suzette Warner Tel: 416-504-1650 Ext. 122, Fax: 416-504-1655, Email: swarner@albertgelman.com.

Dated at Toronto, this 2nd day of August 2019.

**Albert Gelman Inc., solely in its capacity as Receiver of
Noreast Foods Ltd. and not in its personal capacity**

Per:



Bryan Gelman, CIRP, Licensed Insolvency Trustee

Creditor Mailing List

Schedule "A"

In the matter of the receivership of
Noreast Foods Ltd.
of the City of Scarborough, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Deemed Trust Claim	CRA - Tax - Ontario		Payroll Deductions (estimate onl	100,000.00
Unsecured	1176726 Ontario Limited		Landlord	109,462.10
	Aldgate Group		Landlord - 1220 Markham Rd.	100,000.00
	Atlantic Packaging Products Ltd			2,800.00
	Beechwood Agri Services			28,000.00
	Bell Canada F-88 - Business	Insolvency Department		1,000.00
	City of Toronto		Violation PA743785	67.00
	CSP Water Treatment			3,000.00
	Desjardins Assurances Générales Inc. Auto & Habitation (AB, ON)		X1675366	1.00
	Enbridge Gas Distribution - Ontario	Back Office Collections Department		20,000.00
	Eurasia Auto Centre			5,000.00
	GMEC Lighting			5,000.00
	Home Comfort Centre Water			10,000.00
	Kass Cargo International			11,000.00
	Landry Solutions Inc			10,000.00
	Liftow			3,000.00
	Macdonald Sager and Manis LLP			32,000.00
	Ministry of Finance - ON PST, EHT & Other Taxes	Mrs. Asta Alberry		1.00
	Ontario Specialty Grains			120,000.00
	Purolator Inc.	Wayne Richard/Accounts Receivable	7323965	50.00
	RBC Royal Bank / Banque Royale	c/o BankruptcyHighway.com		2,500.00
	Rogers Retail Proposals c/o FCT Default Solutions	Insolvency Department		1,000.00
	Service Canada			
	Technical Standards and Safety Authority	Nasra Abdalla	520506	909.65
	The Co-Operators	Mason Lai	1071690796	1.00
	Torcan Lift Equipment			1,000.00
	Toronto Hydro-Electric Systems Limited	Josephine Pernarell / Mary Degroot		45,000.00
	Toyoo International Trading			7,000.00
	U-Pak Disposals (1989) Limited			1.00
	Upak Disposals Ltd.			1,000.00
	Workplace Safety and Insurance Board	c/o Collection Services		1.00
	World Food Equipment			7,000.00

APPENDIX “F”

ALBERT GELMAN

In the Matter of the Receivership of Aerdon Continental Corp. Notice and Statement of the Receiver

The Receiver gives notice and declares that:

1. Albert Gelman Inc. was appointed by Order dated July 26, 2019 ("**Appointment Order**") of the Ontario Superior Court of Justice as a Receiver ("**Receiver**") of the property, assets and undertakings of Aerdon Continental Corp. (the "**Debtor**").

2. Copies of the Appointment Order and the Amended Notice of Application of The Toronto-Dominion Bank and TD Equipment Finance Canada, a division of The Toronto-Dominion Bank, (collectively "**TD Bank**"), are available on the Receiver's case website located at: <https://www.albertgelman.com/corporate-solutions/other-engagements/>. See section titled: Noreast Foods Ltd. and Aerdon Continental Corp.

3. The Receiver is ascertaining what assets belong to the Debtor.

4. The following information relates to the receivership:

(a) Address of the insolvency person: Pursuant to a Corporation Profile Report dated July 16, 2019, the registered office address of the Debtor is 51 Kentish Cres., Toronto, Ontario M1S 2Z3.

(b) Principal line of business: The Debtor's director advises that the Debtor is a company with no assets and it not operating a business.

(c) Location of business: Pursuant to a Corporation Profile Report dated July 16, 2019, the registered office address of the Debtor is 51 Kentish Cres., Toronto, Ontario M1S 2Z3.

(d) Amounts owed to each creditor who holds a security on the Debtor's property:

- TD Bank, total principal owing is \$3,392,032.71 plus accrued interest and costs;
- Klad Rentals Inc., the amount owing is unknown at this time.
- Axiom Leasing Inc., the amount owing is unknown at this time.

The amounts set out above are subject to change.

(e) The list of creditors of the Debtor and amounts owed to each creditor is attached as **Schedule "A"**.

(f) The intended plan of action of the Receiver during the receivership, to the extent that such plan has been determined, is as follows: The Receiver's plan of action to realize on the Debtor's assets, if any, has not been finalized.

(g) Contact person for receiver: Suzette Warner Tel: 416-504-1650 Ext. 122, Fax: 416-504-1655, Email: swarner@albertgelman.com.

Dated at Toronto, this 2nd day of August 2019.

**Albert Gelman Inc., solely in its capacity as Receiver of
Aerdon Continental Corp. and not in its personal capacity**

Per:



Bryan Gelman, CIRP, Licensed Insolvency Trustee

Creditor Mailing List

Schedule "A"

In the matter of the receivership of
Aerdon Continental Corp
of the City of Toronto, in the Province of Ontario

Creditor Type	Name	Attention	Address	Claim \$
Unsecured	Bell Canada F-88 - Business	Insolvency Department	4163354265 012	800.00
	City of Toronto		Rent - 705 Progress Ave. Unit 33	20,000.00
	Compass Realty			1.00
	CRA - Tax - Ontario			1.00
	The Co-Operators	Mason Lai	4000464519	1.00

APPENDIX “G”

District of:
Division No. -
Court No. CV-19-00621751-00CL
Estate No.

FORM 74
Reclamation of Property
(Subsection 81(4) of the Act)

In the matter of the receivership of
Noreast Foods Ltd.
of the City of Toronto, in the Province of Ontario

All notices or correspondence regarding this claim are to be forwarded to the following address:

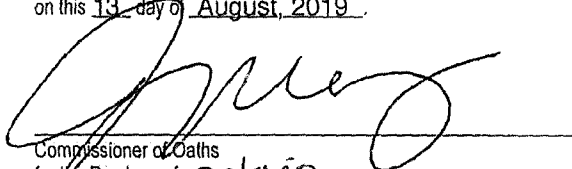
9033 Leslie Street, Unit 5-7, Richmond Hill, Ontario, L4B 4K3

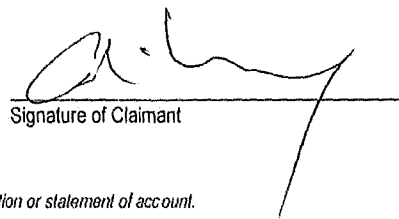
I, Colin Wong of the Home Comfort Centre of Richmond Hill in the Province of Ontario

DO HEREBY CERTIFY:

1. That I am the claimant, (or That I am) President (State position or title)
of Home Comfort Centre (Name of claimant)
2. That I have knowledge of all the circumstances connected with the claim referred to below.
3. That on the 26th day of July 2019, the debtor filed a notice of intention or a proposal.
4. That, on that date, the property enumerated in the document(s) attached and marked "A" (and "B") was in the possession of the Receiver, and still remains in the possession of the Receiver and (or) the trustee.
5. That the claimant hereby claims that property, or interest or right in it, by virtue of the document(s) attached and marked "A" (and "B"), namely:
(Set out the particulars of all documents serving as proof of the claim, giving
(i) the grounds on which the claim is based, and
(ii) sufficient particulars to enable the property to be identified; if the particulars do not appear on the face of the documents, attach an additional statement marked "B" setting them forth.)
6. That the claimant is entitled to demand from the trustee the return of the property enumerated in these document(s).
7. That I hereby demand that the Receiver return to me (or to the claimant whom I represent) the property enumerated in the document(s) within the 15 days after the filing of this form, or within the 15 days after the first meeting of the creditors of the debtor, whichever is the later.

SWORN (or SOLEMNLY DECLARED)
before me at Richmond Hill (city, town or village)
in the Province of Ontario
on this 13 day of August, 2019.


Commissioner of Oaths
for the Province of Ontario


Signature of Claimant

Francis Kwok Yee Kwong
Barrister & Solicitor
WARNING: Subsection 201(1) of the Act prescribes severe penalties for making any false claim, declaration or statement of account.

Signing in the capacity of
a witness/commissioner
no legal advice was given.



HOME COMFORT

9033 Leslie St., Unit 5-7, Richmond Hill, ON L4B 4K3 Tel: (905) 886-6621
Visit us online at <http://www.homecomfortcentre.com>

ATTACHMENT "A" (1)

INVOICE I-286104



Catherine Yang
Invoiced 5/22/2019
Modified 8/13/2019

Customer	Noreast Foods Ltd.	Shipping Address	Contact	PO:
	1170 Brichmount Rd Unit 2 Toronto, On M1P 5E3	1170 Brichmount Rd Unit 2 Toronto, On M1P 5E3	Ben Chen (647) 782-6686 (mobile) bchen@soufresh.com	Shipping: None

Product Code	Description	Sell	Qty	BO	Total
1054FILOXV25	10" ISM Treatment System w/V25 Control - Iron, Sulphur & Manganese	\$2300.00	6	0	\$13800.00
SPECDISC	Special Discount	\$-998.00	1	0	\$-998.00
		Total Qty	7		

Notes

Sales: CW
Delivered May 22, 2019

HST# R123955221RT0001

All sales are accompanied by our 14 day return policy. Special orders are non-refundable and non-exchangeable. For full details, please refer to our Return Policy posted in our store or visit: <http://www.homecomfortcentre.com/service/risclaimer/>
Deposits paid are non-refundable.

Purchaser agrees to pay the balance in full upon completion of installation by cash or cheque payable to "Home Comfort Centre" and acknowledges that all equipment installed remain the property of Home Comfort Centre until the account is paid in full

Signature _____

Subtotal	\$12802.00
HST	\$1664.26
Total	\$14466.26
Payment	\$0.00
Balance	\$14466.26

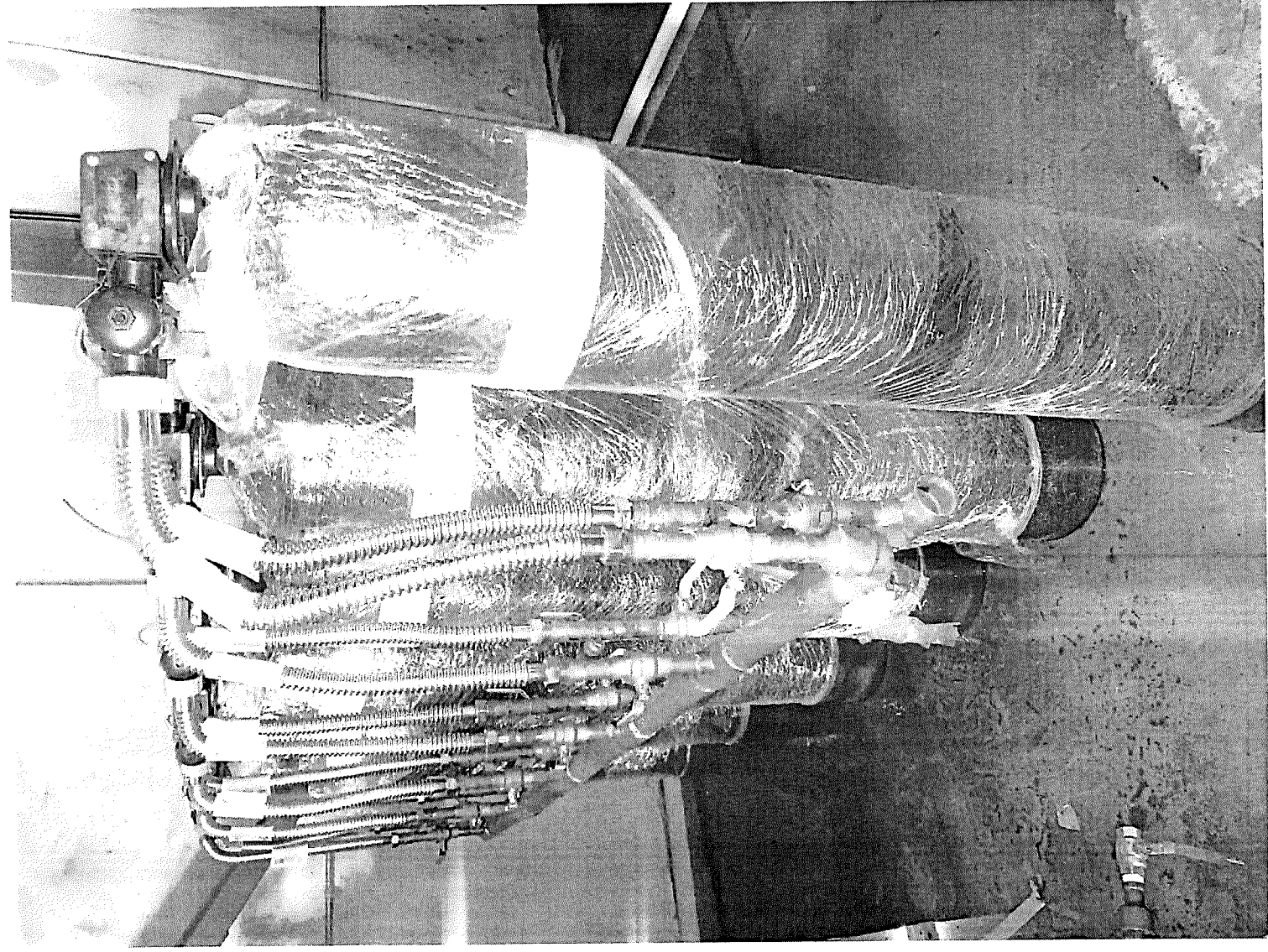
OVERDUE

ATTACHMENT "A" (2)



FRONT IMAGE OF 6 UNITS OF 1054 FLOX 1/25

ATTACHMENT "A" (3)



SIDE IMAGE OF 6 UNITS OF 1054 FLOX V25

Bryan Gelman

From: Bryan Gelman
Sent: Friday, August 16, 2019 10:02 AM
To: cwong@homecomfortcentre.com
Cc: Suzette Warner; Bryan Gelman
Subject: RE: Noreast Foods Ltd.
Attachments: Property POC Home Comfort Centre - NOREAST.pdf; Issued Appointment Order July 26 2019.pdf

Dear Colin,

I was able to get to my computer today.

As you are aware, Albert Gelman Inc. ("Receiver") is the Court appointed Receiver of Noreast Foods Ltd. ("Noreast"), appointed by Court Order on July 26, 2019. Attached is a copy of the Order for your reference.

I am writing as a follow up to our call yesterday regarding your claim ("Claim") sworn on August 13, 2019 and submitted to the Receiver on August 14, 2019 for the return of a ISM Treatment System ("Equipment") that you sold, and was delivered to Noreast, on May 22, 2019. You have provided the Receiver with a copy of your invoice to Noreast which substantiates the sale.

As we discussed, you do not own the property as it was sold to Noreast. Furthermore, section 81(1) of the Bankruptcy and Insolvency Act sets out the specific criteria for a supplier to repossess goods which have not been paid for. The Receiver is unable to authorize the return of the Equipment to your company as it does not meet the criteria set out under section 81(1), for the following reasons:

1. The Equipment was delivered to Noreast more than 30 days before the date of Receivership;
2. The Claim was submitted to the Receiver more than 15 after the date of Receivership.

If you have any additional questions or would like to discuss further please feel free to call.

Regards,

Bryan A. Gelman, CIRP, Licensed Insolvency Trustee
Managing Director

ALBERT  GELMAN
SOLVING INSOLVENCY

Albert Gelman Inc. | T: 416.504.1650 ext. 115 | 100 Simcoe Street, Suite 125, Toronto, ON, M5H 3G2

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From: Bryan Gelman <bgelman@albertgelman.com>
Sent: Friday, August 16, 2019 7:05 AM
To: cwong@homecomfortcentre.com
Cc: Suzette Warner <swarner@albertgelman.com>
Subject: Noreast Foods Ltd.

Dear Colin

Thank you for taking my call yesterday regarding your claim for the return of goods supplied to Noreast Foods Ltd.

I wanted to get back to you by email to advise that I will formally respond to your claim on Monday or Tuesday of next week, as I am out of the office again today.

Regards,

Bryan A. Gelman, CIRP, Licensed Insolvency Trustee
Managing Director



Albert Gelman Inc. | T: [416.504.1650 ext. 115](tel:416.504.1650) | [100 Simcoe Street, Suite 125, Toronto, ON, M5H 3G2](https://www.albertgelman.com)

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APPENDIX “H”

LIQUIDATION SERVICES AGREEMENT

THIS AGREEMENT is made as of this **27th** day of August, 2019.

B E T W E E N :

ALBERT GELMAN INC.,

in its capacity as the court-appointed receiver of Noreast Foods Ltd. and Aerdon
Continental Corp., and not in its personal or corporate capacity

(the “Receiver”)

- and -

DANBURY GLOBAL LTD.

a corporation incorporated under the laws of Ontario

(the “Liquidator”)

RECITALS:

- A. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated July 26, 2019 (the “Receivership Order”), the Receiver was appointed as receiver, without security, of all of the assets, undertakings and properties (collectively, the “Property”) of each of Noreast Foods Ltd. (“Noreast”) and Aerdon Continental Corp. (“Aerdon” and together with Noreast, the “Debtors”);
- B. The Receiver is empowered and authorized to market and sell the Property pursuant to and in accordance with the terms and conditions of the Receivership Order; and
- C. The Liquidator and the Receiver have agreed to enter into this Agreement respecting the marketing and sale of certain of the Property, namely, the Assets (as such term is defined below), by the Liquidator as agent for and on behalf of the Receiver, upon the terms and conditions hereinafter set forth.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the terms and conditions set forth below.

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this agreement, including its recitals and schedules, as it may be amended from time to time.
- (b) “**Applicable Law**” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, statutes, regulations, treaties, judgments and decrees and (whether or not having the force of law) all applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, order and policies of any Governmental Authority having authority over that Person, property, transaction or event.
- (c) “**Assets**” has the meaning ascribed thereto in Section 2.01(a).
- (d) “**Auction**” has the meaning ascribed thereto in Section 2.01(b).
- (e) “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario, and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.
- (f) “**Buyer’s Premium**” has the meaning ascribed thereto in Section 2.03.
- (g) “**Claims**” means all losses, damages, expenses, liabilities (whether accrued, actual, contingent, latent or otherwise), interest, penalties, costs, claims, complaints and demands of whatever nature or kind, including all legal fees and costs on a substantial indemnity basis.
- (h) “**Condition Date**” means September 17, 2019 or such later date as agreed to in writing by the Receiver and the Liquidator.
- (i) “**Court**” has the meaning set out in the recitals to this Agreement.
- (j) “**Debtors**” has the meaning set out in the recitals to this Agreement.
- (k) “**Deposit**” has the meaning ascribed thereto in Section 2.02(b).
- (l) “**Expense Amount**” means [REDACTED] exclusive of any applicable taxes and Buyer’s Premium, which amount shall be used by the Liquidator for advertising the Auction, and carrying out the Auction.
- (m) “**Force Majeure**” has the meaning ascribed thereto in Section 7.01.
- (n) “**Governmental Authority**” means:

- (i) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of the foregoing exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; or
- (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.
- (o) **"Gross Proceeds"** means all proceeds of sale of the Assets collected from Sales, including the Buyer's Premium and all Transfer Taxes; provided that the Buyer's Premium shall not be applicable or payable in connection with an en-bloc sale as set out in Section 2.04 herein.
- (p) **"Net Minimum Guarantee"** has the meaning ascribed thereto in Section 2.02(a).
- (q) **"Net Proceeds"** means the Gross Proceeds excluding the Buyer's Premium and all Transfer Taxes.
- (r) **"Occupancy Period"** has the meaning ascribed thereto in Section 3.02.
- (s) **"Person"** means an individual, body corporate, sole proprietorship, partnership or trust or unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person, acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.
- (t) **"Premises"** means 1170 Birchmount Road, Unit 2, Scarborough, Ontario, M1K 5M1.
- (u) **"Property"** has the meaning set out in the recitals to this Agreement.
- (v) **"Purchaser"** means a Person who purchases any Assets from the Liquidator and **"Purchasers"** means all of them.
- (w) **"Receiver Indemnified Parties"** has the meaning ascribed thereto in Section 5.02.
- (x) **"Receivership Order"** has the meaning set out in the recitals to this Agreement.
- (y) **"Regulated Materials"** means any substance or material that is or becomes prohibited, controlled or regulated by any Governmental Authority, including, without limitation, any paints, solvents, PCB's, asbestos, contaminants, pollutants, dangerous substances, toxic substances, designated substances, controlled products, wastes, hazardous wastes, subject wastes, regulated materials, dangerous

goods or petroleum, its derivatives, by-products or other hydrocarbons, all as defined in or pursuant to Applicable Laws.

- (z) **"Removal Deadline"** means October 31, 2019, or such later date as may be agreed to in writing by the Receiver and the Liquidator.
- (aa) **"Sales"** means, collectively, all of the sales of the Assets to a Purchaser or Purchasers at the Auction.
- (bb) **"Sales Statement"** has the meaning ascribed thereto in Section 2.05(a).
- (cc) **"Survival Date"** means the date that the Receiver is discharged in that capacity by the Court.
- (dd) **"Transfer Taxes"** has the meaning ascribed thereto in Section 2.05(b).

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to this Agreement.

1.03 Extended Meanings

In this Agreement words importing the singular number only include the plural and *vice versa*, words importing any gender include all genders and the term "including" means "including without limiting the generality of the foregoing".

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Currency

All references to currency herein are to lawful money of Canada.

1.06 Schedules

The following are the Schedules to this Agreement:

Schedule 2.01(a) - Assets

ARTICLE 2 - SALE OF ASSETS

2.01 Appointment of Liquidator

- (a) Upon and subject to the terms and conditions hereof, the Liquidator agrees to sell as agent for and on behalf of the Receiver, and the Receiver hereby appoints the Liquidator as its exclusive agent to sell all of the right, title, benefit and interest of the Debtors and the Receiver, if any, in and to all of the assets set out in Schedule 2.01(a) attached hereto (collectively, the "Assets").
- (b) The Liquidator shall market and sell the Assets in accordance with the Liquidator's standard auction procedures subject to the terms of this Agreement. The sale of the Assets by the Liquidator to any Purchasers shall be by way of an online auction conducted over five (5) consecutive days and shall conclude by no later than October 17, 2019 (the "Auction") or such later date as agreed to in writing by the Receiver and the Liquidator.
- (c) The Liquidator will not, and will have no authority to, incur any liability or obligation on behalf of the Receiver, and the sole authority of the Liquidator, as agent of the Receiver, is to conduct the Sales and thereby convey to any Purchaser, as agent for the Receiver, the right, title, interest and benefit, if any, of the Debtors and the Receiver in and to the Assets to the Purchasers.
- (d) Other than as expressly contemplated in Section 2.04 below, the Liquidator shall not be permitted to sell any of the Assets in piecemeal prior to the Auction without the prior written consent of the Receiver, which consent will not be unreasonably withheld.

2.02 Net Minimum Guarantee

- (a) Subject to Section 2.08, the Liquidator guarantees in favour of the Receiver that the Net Proceeds will not be less than [REDACTED] exclusive of any applicable taxes (the "Net Minimum Guarantee").
- (b) Upon the execution of this Agreement, the Liquidator shall pay to the Receiver the sum of [REDACTED] (the "Deposit"), which will be held by the Receiver and credited and applied against the Net Minimum Guarantee.
- (c) The Liquidator shall pay to the Receiver an amount equal to the Net Minimum Guarantee less the Deposit no later than ten (10) Business Days prior to the conclusion of the Auction.
- (d) Subject to Section 2.08, if the Auction does not take place for any reason other than the breach by the Receiver of a covenant contained in this Agreement or as a result of Force Majeure (as provided for in Section 7.01), the Deposit shall be forfeited by the Liquidator and retained by the Receiver on account of liquidated damages, but such forfeiture will not be deemed to constitute the full extent of liquidated damages payable by the Liquidator.

2.03 Buyer's Premium

Subject to Section 2.04 below, the Liquidator shall be entitled to charge the Purchasers, and retain from the Purchasers, free of any claim of the Receiver, a buyer's premium in the amount of 15% of the selling price of any Asset in addition to the price obtained at the Auction for any Assets sold (the "**Buyer's Premium**"). For greater certainty, the Buyer's Premium shall not form part of the Net Proceeds or be subject to the proceeds sharing formula set out in Section 2.05(c).

2.04 En-Bloc Sale of Assets by the Liquidator

In the event that the Liquidator receives an offer for an *en-bloc* sale of the Assets from a Purchaser prior to the Auction, and notwithstanding anything contained in this Agreement to the contrary, the parties hereto agree as follows:

- (a) the Liquidator shall disclose the terms of any *en-bloc* offer to the Receiver;
- (b) the Liquidator shall only accept and complete an *en-bloc* sale transaction at the direction, or with the written consent, of the Receiver;
- (c) the Gross Proceeds of any *en-bloc* sale by the Liquidator to any Purchaser shall be held in trust by the Liquidator for the benefit of the Receiver and the Debtors' respective estates, net of any actual out-of-pocket costs incurred by the Liquidator and the En-Bloc Commission (as defined herein);
- (d) the Receiver shall retain and/or be entitled to retain the funds received on account of the Net Minimum Guarantee, including the Deposit, to be applied towards total purchase price for any *en-bloc* sale transaction completed by the Liquidator;
- (e) the Liquidator shall be entitled to charge the Receiver, and retain from the final purchase price, free of any claim of the Receiver, their out of pocket expenses, and a commission in the amount of 5% of the total selling price of the Assets, plus HST (the "**En-Bloc Commission**");
- (f) the Buyer's Premium shall not be applicable or collected from the Purchaser and/or payable by the Receiver; and
- (g) the deadline for an *en-bloc* sale transaction for the Assets shall be the start of the Auction. This deadline can be extended as agreed to in writing by the Receiver and the Liquidator.

2.05 Proceeds of Sales and Payment of Taxes

- (a) The Liquidator shall be responsible for the collection of the Gross Proceeds. The Liquidator will prepare and provide a Sales statement setting out the Gross Proceeds of the Sales, including on account of any *en-bloc* sale transaction, and the amounts payable under Section 2.05(c) (the "**Sales Statement**") to the Receiver no later than seven (7) Business Days after the conclusion of the Auction and/or sale

transaction, as the case may be. The Receiver shall have the right to audit the Sales Statement.

- (b) The Liquidator shall collect from the Purchasers and will remit, or cause to be remitted and paid, any applicable federal and provincial sales taxes, goods and services taxes or harmonized sales taxes payable under any Applicable Law on or with respect to any of the Sales (collectively, “**Transfer Taxes**”). The Liquidator will pay the Transfer Taxes in accordance with the relevant taxing legislation when due and deliver to the Receiver evidence confirming the Liquidator’s payment of, or exemption from payment of, the Transfer Taxes in form and substance reasonably acceptable to the Receiver. The Liquidator will prepare and file any affidavits or returns required in connection with the foregoing at its own cost and expense. To the extent that any Transfer Taxes are required to be paid by or are imposed upon the Receiver, the Liquidator will reimburse to the Receiver such taxes within five Business Days of payment of such taxes by the Receiver. The Liquidator will indemnify and hold the Receiver harmless in respect of any Transfer Taxes, penalties, interest and other amounts that may be assessed against the Receiver under any Applicable Law as a result of the sale of the Assets.
- (c) With respect to the sale of Assets under the Auction, and without limiting the Liquidator’s liability to pay the Net Minimum Guarantee, the Net Proceeds will be paid in the following order of priority within seven (7) Business Days of delivery of the Sales Statement, unless otherwise agreed in writing between the Liquidator and the Receiver:
 - (i) firstly, to the Liquidator, the Expense Amount; and
 - (ii) secondly, 85% of the Net Proceeds to the Receiver and 15% of the Net Proceeds to the Liquidator.
- (d) With respect to the sale of Assets under an *en-bloc* sale as contemplated by Section 2.04, and without limiting the Liquidator’s liability to pay the Net Minimum Guarantee, the Gross Proceeds will be paid in the following order of priority within seven (7) Business Days of delivery of the Sales Statement, unless otherwise agreed in writing between the Liquidator and the Receiver:
 - (i) firstly, to the Liquidator for any out-of-pocket costs incurred by the Liquidator;
 - (ii) secondly, to the Liquidator, the En-Bloc Commission; and
 - (iii) lastly, the balance to the Receiver.

2.06 All Sales to be “As Is, Where Is”

- (a) Notwithstanding any other provision of this Agreement, the Liquidator acknowledges that it has inspected the Assets and except as otherwise expressly provided in this Agreement, no representation, warranty or condition whether

statutory (including under the *Sale of Goods Act* (Ontario), the *International Sale of Goods Contracts Convention Act* (Canada) and the *International Sale of Goods Act* (Ontario) or any international equivalent act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including the United Nations Convention on Contracts for the International Sale of Goods, expressed or implied, oral or written, legal, equitable, conventional, collateral or otherwise will be given by the Receiver as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, quantity, condition, quality, suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded. The Liquidator acknowledges and agrees that it has inspected the Assets and has relied on its own investigations as to the matters set out above and in determining to enter this Agreement.

- (b) The Liquidator agrees that all Sales of the Assets to the Purchasers will be on the "as is, where is" basis in accordance with Section 2.06(a) and shall be final. The Liquidator will ensure that all advertising signs and promotional materials in connection with the Assets advise Purchasers that all sales are made on an "as is, where is" basis and are final, and the Liquidator agrees that all receipts or bills of sale will contain similar language.
- (c) The Liquidator agrees that no representation or warranty will be given by it or the Receiver to Purchasers, whether statutory, express or implied, oral or written, legal, equitable, collateral or otherwise, as to fitness for purpose, suitability, durability, marketability, condition, quantity or quality of the Assets or in respect of any other matter or thing whatsoever.

2.07 Obligations and Liabilities Not Assumed

- (a) Except as provided in this Agreement or by Applicable Law, the Liquidator does not assume and shall not be liable for any obligations or liabilities of the Receiver or the Debtors whatsoever, including, without limitation, any and all environmental obligations or liabilities of the Debtors relating to the Assets or the Premises, any taxes or duties which may be or become payable by the Receiver or the Debtors including any income taxes, corporate taxes, realty taxes, source deductions or customs duties which may be or become payable by the Receiver of the Debtors resulting from or arising as a consequence of the sale of the Assets to the Purchasers (excluding for the avoidance of doubt, any Transfer Taxes as provided in Section 2.05(b)).

2.08 Title to the Assets and Risk of Loss

- (a) Until sold to a Purchaser, title to the Assets will remain with the Debtors, as applicable, and the Assets will remain at the risk of the Receiver, and following a sale the Net Proceeds of all or any part of the Assets shall remain the property of the Debtors, and shall be held in trust for the Receiver in a segregated account until

distributed pursuant to Section 2.05(c) herein. In the event of any loss of or damage to some or all of the Assets prior to the sale of such Assets to Purchasers:

- (i) where all or substantially all of the Assets are lost or damaged, for the purposes of this Agreement, the Liquidator shall have the option to (A) accept the insurance proceeds capped at [REDACTED] which shall be considered Gross Proceeds from the sale of Assets for the purpose of the calculation of the Net Minimum Guarantee and complete the transaction contemplated herein; or (B) terminate this Agreement, in which case both parties shall be released from all obligations hereunder, other than the obligation of the Receiver to pay the Deposit to the Liquidator; and
 - (ii) in the event of the loss of or damage to some items of the Assets, an amount equal to the estimated liquidation value of such item shall be deducted from the Net Minimum Guarantee and such items comprising Assets shall become excluded Assets (and, for greater certainty, the insurance proceeds of such excluded Assets shall accrue to the benefit of the Receiver).
- (b) The Receiver will maintain first party all risk property insurance and machinery insurance in accordance with the form and extent of coverage that the Receiver had in place as of the date of its appointment pursuant to the Receivership Order.

2.09 Liquidator Dealing with Assets

The Liquidator shall deal with the Assets in accordance with proper liquidation industry practices using qualified personnel to maximize realization.

ARTICLE 3 - POSSESSION, DELIVERY AND REMOVAL OF ASSETS

3.01 Delivery of the Assets

Following the Auction the Assets sold by the Liquidator shall be surrendered to the Purchasers.

3.02 Access to the Premises

For the purposes of viewing and inspecting the Assets, showing the Assets to prospective purchasers and preparing for and conducting the Auction and removing the Assets, the Receiver shall provide the Liquidator and its agents, employees and representatives with access to the Premises from date of the execution of this Agreement to the Removal Deadline (the "**Occupancy Period**") as needed reasonably.

3.03 Conduct of Sales at the Auction

The Receiver acknowledges that the Liquidator intends to sell the Assets at the Auction. The Receiver hereby consents to the use by the Liquidator of the phrase "Public Auction Sale, Noreast Foods Ltd.", "Acrdon Continental Corp." and the use of any other trade names or trade-

marks owned by the Debtors in advertisements for the Auction relating to the Assets owned by the Debtors. The Liquidator shall seek the prior written consent of the Receiver to all advertising, which consent will not be unreasonably withheld.

3.04 Removal of the Assets

- (a) The Liquidator shall be responsible for removing the Assets from the Premises by the Removal Deadline and shall leave the Premises in an orderly and broom-swept condition as applicable following such removal including removal of any debris arising from or caused by the Auction.
- (b) The Receiver shall be entitled to be present during the removal of the Assets from the Premises.
- (c) After completion of the Auction, the Liquidator shall supervise the removal of all of the Assets from the Premises, which removal shall be done in a workmanlike manner, consistent with good industrial practice, and completed by the Removal Deadline, or such later date as may be agreed to by the Receiver and the Liquidator.
- (d) Should the Liquidator abandon, fail to remove or fail to cause any Assets to be removed, the Liquidator shall reimburse the Receiver for the costs incurred by the Receiver with the preparation, removal and shipping of such Assets, and any resulting rent payable to the landlord of the Premises past the Removal Deadline.
- (e) The Liquidator shall, at its own cost, clean any spills or oil, lubricants, grease or any other liquid remaining after removal of the Assets, as a result of any spill that occurs during the Occupancy Period, including during the removal of the Assets or any of them.
- (f) The Liquidator shall remedy or repair any condition resulting from the removal of Assets, including without limitation, removing or capping all electrical wires and air/water/other lines to the buss bar/nearest wall and all bolts "blown off", placing safety barriers around any pits, but will not include any filling in holes in the floor, walls or roof. The Liquidator shall have no responsibility to remedy any damages or condition to the Premises existing prior to the date of its access thereto. Furthermore, the cost of the removal and disposal of any oils, lubricants or fluids contained in any of the machines comprising the Assets together with all garbage, unsold Assets, and debris located at the Premises shall be for the Receiver's account.

3.05 Regulated Materials

- (a) No provision of this Agreement shall be construed so as to require the Liquidator to investigate, clean up, remove or remedy any adverse or other environmental condition existing at the Premises, or to be responsible for any environmental liabilities, or be liable for the investigation, clean up or remediation of any environmental liabilities, including any cost relating to any investigation, clean up or remediation of such environmental condition or liability or any Regulated

Materials or other adverse environmental condition existing at, under, on or near the Premises, or contained in the Assets save and except to the extent that the Liquidator or its agents, employees, invitees and guests have caused such adverse or other environmental condition at, under, on or near the Premises.

- (b) Nothing in this Agreement shall oblige the Liquidator and the Liquidator shall not, in fact, be liable for any environmental obligations or liabilities which are existing obligations or liabilities of the Debtors.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

4.01 Receiver's Representations and Warranties

The Receiver represents and warrants to the Liquidator that:

- (a) the Receiver has not encumbered, sold or agreed to sell any of the Assets;
- (b) it has not independently verified the accuracy, quantity, description, serial numbers, model numbers, or any other information on the list of Assets set out in Schedule 2.01(1a) hereto;
- (c) the recitals to this Agreement are true and correct; and
- (d) the Receiver is not a non-resident Person within the meaning of section 116 of the *Income Tax Act* (Canada).

4.02 Survival of Receiver's Representations, Warranties and Covenants

- (a) The representations and warranties of the Receiver set forth in Section 4.01 will survive the completion of the transactions contemplated hereunder. However, the Receiver will not be liable to the Liquidator for any inaccuracy or misrepresentation in any representation or warranty set forth in Section 4.01 after the Survival Date.
- (b) Furthermore, the Receiver shall not be liable for the accuracy and/or verification of any information set out in the list of Assets attached as Schedule 2.01(a).
- (c) The covenants of the Receiver set forth in this Agreement will survive the transactions contemplated hereunder and, notwithstanding such completion, will continue in full force and effect for the benefit of the Liquidator in accordance with the terms of this Agreement until the Survival Date.

4.03 Liquidator's Representations, Warranties and Acknowledgements

The Liquidator represents, warrants and acknowledges to the Receiver that:

- (a) the Liquidator is a corporation duly incorporated, organized and subsisting under the laws of Ontario and has all the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder;
- (b) the Liquidator has good and sufficient power, authority and right to enter into and deliver this Agreement and to complete the transactions to be completed by the Liquidator contemplated hereunder;
- (c) the Liquidator has completed its own independent review of the Assets, and has satisfied solely on its own due diligence with respect to the accuracy and information contained in the list of Assets set out in Schedule 2.01(a) hereto.
- (d) this Agreement constitutes a valid and legally binding obligation of the Liquidator, enforceable against the Liquidator in accordance with its terms;
- (e) neither the entering into nor the delivery of this Agreement nor the completion of the transactions contemplated hereby by the Liquidator will result in a violation of:
 - (i) any of the provisions of the constating documents or by-laws of the Liquidator;
 - (ii) any agreement or other instrument to which the Liquidator is a party or by which the Liquidator is bound; or (iii) any Applicable Law;
- (f) no authorizations, consents or approvals of, or filing with or notice to, any Governmental Authority is required in connection with the execution, delivery or performance of this Agreement;
- (g) the Liquidator is registered under Part IX of the *Excise Tax Act* (Canada) with registration number 821675725RT0001; and
- (h) the Liquidator acknowledges that it or its representatives have been furnished with all information regarding the Assets that the Liquidator requires to enable it to enter into this Agreement.

4.04 Survival of Liquidator's Representations, Warranties and Covenants

- (a) The representations and warranties of the Liquidator set forth in Section 4.03 will survive the completion of the transactions contemplated hereunder. However, the Liquidator will not be liable to the Receiver for any inaccuracies or misrepresentations of the representations and warranties set forth in Section 4.03 after the Survival Date.
- (b) The covenants of the Liquidator set forth in this Agreement will survive the completion of the transactions contemplated hereunder and, notwithstanding such completion, will continue in full force and effect for the benefit of the Receiver in accordance with the terms of this Agreement until the Survival Date.

**ARTICLE 5 - OTHER COVENANTS OF
LIQUIDATOR AND RECEIVER**

5.01 Additional Covenants of Liquidator

- (a) The Liquidator will, during the Occupancy Period, ensure that the Receiver has full access to the Property.
- (b) The Liquidator will provide to the Receiver copies of all filings or notices to any Governmental Authority relating to the transaction contemplated by this Agreement.
- (c) The Liquidator will promptly notify the Receiver of any material fact or circumstance that would prevent it from satisfying the conditions precedent set out in this Agreement.

5.02 Indemnities

- (a) The Liquidator agrees to indemnify and save harmless the Receiver and its representatives and advisors from and against all Claims, suffered or incurred by any of them from and after the date hereof as a result of or arising directly or indirectly out of or in connection with any negligence or misconduct of the Liquidator or its employees, contractors, licencees, agents or invitees, which shall exclude the employees, contractors, licencees, agents or invitees of the Debtors or the Receiver (the "**Receiver Indemnified Parties**"), including all Claims incurred by the Receiver Indemnified Parties, directly or indirectly, as a result of the Liquidator not collecting or remitting the Transfer Taxes. The provisions of this Section 5.03 will inure to the benefit of the Receiver and its representatives and advisors and their respective successors and assigns.

5.03 Cooperation on Tax Matters

- (a) The Liquidator and the Receiver agree to make, execute and file with the appropriate taxing authorities all elections or purchase exemption certificates as the parties hereto agree are mutually desirable, if any, in prescribed form and within the prescribed time.
- (b) The Receiver and the Liquidator will furnish or cause to be furnished to each other, at the expense of the requesting party, as promptly as practicable, such information and assistance, and provide additional information and explanations of any material provided, relating to the Assets as is reasonably necessary for the filing of any tax returns, for the preparation of any audit, and for the prosecution or defence of any claim, suit or proceeding relating to any adjustment or proposed adjustment with respect to Transfer Taxes.

ARTICLE 6 - CONDITIONS

6.01 Conditions for the Benefit of the Liquidator

- (a) The transactions contemplated hereunder are subject to the following conditions, which are for the exclusive benefit of the Liquidator and which are to be performed or complied with at or prior to the Condition Date:
- (i) the representations and warranties of the Receiver set forth in Section 4.01 will be true and correct with the same force and effect as if made at and as of such time;
 - (ii) the Receiver will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Receiver;
 - (iii) the Receiver shall have obtained from the Court an order approving the terms of this Agreement;
 - (iv) no order will have been made to restrain, enjoin or prohibit the purchase and sale of all or substantially all of the Assets; and
 - (v) no material damage by fire or other hazard to all or substantially all of the Assets will have occurred from the date hereof.
- (b) In case any material term or covenant of the Receiver or material condition to be performed or complied with for the benefit of the Liquidator at or prior to the Condition Date has not been performed or complied with at or prior to the Condition Date, the Liquidator, without limiting any other right that the Liquidator has, may at its sole option acting reasonably, either:
- (i) terminate this Agreement by notice to the Receiver, and, in such event, the Liquidator will be released from all obligations hereunder; or
 - (ii) waive compliance with any such term, covenant or condition in whole or in part with respect to any such non-compliance on such terms as may be agreed upon without prejudice to any of its rights of termination in the event of the non-performance of a term, covenant or condition in whole or in part,

and, if the Liquidator terminates this Agreement pursuant to Section 6.01(b)(i), the Receiver will be released from all obligations hereunder.

6.02 Conditions for the Benefit of the Receiver

- (a) The transactions contemplated hereunder are subject to the following conditions, which are for the exclusive benefit of the Receiver and which are to be performed or complied with at or prior to the Condition Date:

- (i) the representations and warranties of the Liquidator set forth in Section 4.03 will be true and correct with the same force and effect as if made at and as of such time;
 - (ii) the Receiver shall have obtained from the Court an order approving the terms of this Agreement;
 - (iii) the Liquidator will have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Liquidator at such time;
 - (iv) no order will have been made to restrain, enjoin or prohibit the purchase and sale of all or substantially all of the Assets; and
 - (v) no material damage by fire or other hazard to all or substantially all of the Assets will have occurred from the date hereof.
- (b) In case any material term or covenant of the Liquidator or material condition to be performed or complied with for the benefit of the Receiver at or prior to the Condition Date has not been performed or complied with at or prior to the Condition Date, the Receiver, without limiting any other right that the Receiver has, may at its sole option acting reasonably, either:
- (i) terminate this Agreement by notice to the Liquidator, and, in such event, the Receiver will be released from all obligations hereunder; or
 - (ii) waive compliance with any such term, covenant or condition in whole or in part with respect to any such non-compliance on such terms as may be agreed upon without prejudice to any of its rights of termination in the event of non-performance of a term, covenant or condition in whole or in part,
- and, if the Receiver terminates this Agreement pursuant to Section 6.02(b)(i), the Liquidator will be released from all obligations hereunder unless the term, covenant or condition for which the Receiver has terminated this Agreement was one that the Liquidator had covenanted hereunder to ensure had been performed or complied with, in which case the Liquidator will be liable to the Receiver for any Claims incurred by the Receiver, directly or indirectly, as a result of such breach. In that event, the Assets may be resold by the Receiver and all money paid by the Liquidator under this Agreement, including the Deposit, will be forfeited on account of liquidated damages, but such forfeiture will not be deemed to constitute the full extent of liquidated damages payable by the Liquidator as a result of the Receiver's termination.
- (c) Notwithstanding anything contained herein, in the event that the Receivership Order is terminated for any reason or the Receiver does not obtain court approval of this Agreement on or before the Condition Date, the Receiver shall be permitted to terminate this Agreement and shall only be responsible for the Liquidator's actual out-of-pocket costs up to the maximum amount of [REDACTED] plus HST.

ARTICLE 7 - FORCE MAJEURE

7.01 Force Majeure

A failure by either party to perform any obligation under this Agreement as a result (in whole or in part) of *force majeure* will not constitute a default under this Agreement, and neither party will have any liability to the other as a result of any such failure to perform. A party who contends that its performance is excused by reason of *force majeure* must give prompt written notice to the other party specifying the condition constituting the same and use all commercially reasonable efforts to rectify such condition as soon as possible. For the purposes hereof, *force majeure* means any of the following: lightning, storms, earthquakes, floods, droughts, fires, explosions, shortages of labour, strikes, protests, lock-outs or other labour disturbances (whether or not under a party's control), acts of war or terrorism, riots, or any other action taken by any Person in connection therewith, expropriation, action of any government or governmental body or court, acts of God or any other cause, whether similar to or dissimilar from the foregoing, beyond the reasonable control of the party seeking to take advantage of *force majeure* and affecting performance by such party.

7.02 Assistance

The Liquidator and the Receiver will co-operate with each other in a commercially reasonable manner in the event of any labour disruption or *force majeure* that interferes with the sale of the Assets or the ability of the Liquidator to perform its obligations hereunder with a view to alleviating such interference.

ARTICLE 8 - GENERAL

8.01 Further Assurances

Each of the Receiver and the Liquidator shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, at such requesting party's cost, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

8.02 Time of the Essence

Time shall be of the essence of this Agreement.

8.03 Benefit of the Agreement

This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

8.04 Fees and Commissions

Except as expressly provided herein, each of the Receiver and the Liquidator will pay its respective legal and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to

this Agreement and any other costs and expenses whatsoever and howsoever incurred and will indemnify and save harmless the other from and against any Claim for any broker's, finder's or placement fee or commission alleged to have been incurred as a result of any action by it in connection with the transactions under this Agreement.

8.05 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

8.06 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

8.07 Assignment

This Agreement may not be assigned by either party hereto without the prior written consent of the other party.

8.08 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

To the Receiver:

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

Attention: Bryan Gelman
Email: bgelman@albertgelman.com

With a copy to:

Aird & Berlis LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9

Attention: Kyle B. Plunkett
Email: kplunkett@airdberlis.com

To the Liquidator:

Danbury Global Ltd.
37 Kodiak Crescent, Unit 7
Toronto, ON M3J 3E5

Attention: Jonathan Ordon
Email: jordon@danburyglobal.com

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fourth Business Day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

8.09 Counterparts

This Agreement may be executed in several counterparts and all counterparts when taken together shall comprise one and the same instrument, and facsimile or other electronic copies of signatures shall be treated as originals for all purposes.

8.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.11 Attornment

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Receiver and the Liquidator each attorns to the jurisdiction of the Court.

8.12 Severability

If any provision of this Agreement or any document delivered in connection with this Agreement is partially or completely invalid or unenforceable, the invalidity or unenforceability of that provision will not affect the validity or enforceability of any other provision of this Agreement, all of which will be construed and enforced as if that invalid or unenforceable

provision were omitted. The invalidity or unenforceability of any provision in one jurisdiction will not affect such provision validity or enforceability in any other jurisdiction.

8.13 Acknowledgement of the Liquidator

The Liquidator acknowledges that Albert Gelman Inc., has entered into this Agreement solely in its capacity as the court-appointed receiver of Noreast Foods Ltd. and Aerdon Continental Corp., and not in its personal or corporate capacity.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

ALBERT GELMAN INC.,
in its capacity as the court-appointed receiver of Noreast
Foods Ltd. and Aerdon Continental Corp., and not in its
personal or corporate capacity

By: 

Name: Bryan Gelman
Title: Managing Director

DANBURY GLOBAL LTD.

By: 

Name: Jonathan Ordon
Title: President

**SCHEDULE 2.01(a)
LIST OF ASSETS**

37033489.3

Noreast Foods Asset Listings

<u>IF</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>MODEL</u>	<u>S/N</u>
1	2	THREE STATION, STAINLESS STEEL, PNEUMATIC TOFU PRESS (NOT IN SERVICE)		
2	1	THREE STATION, STAINLESS STEEL, CURDING TANK (NOT IN SERVICE)		
3	1	STAINLESS STEEL, HOMOGENIZER, 2013 (NOT IN SERVICE)	GJB- 1.5-25	130115
4	1	WALK-IN FRIDGE, 8' X 8' (APPROX.)		
5	1	<u>FORCE MECHANICAL BEAN SPROUT WASHING LINE, 2017</u>		
5A	1	STAINLESS STEEL, INCLINE, PRODUCT LOADING CONVEYOR		
5B	1	STAINLESS STEEL, VIBRATORY SHAKER TABLE		
5C	1	STAINLESS STEEL, DRYER (NOT IN USE)		
5D	1	(4) STATION, STAINLESS STEEL, VIBRATORY SHAKER CONVEYOR		
5E	1	CONTROL PANEL		
5F	1	STAINLESS STEEL, COLD WATER, SPROUT WASH TANK AND CONTROL PANEL		
5G	1	LOT OF CONTROL PANELS		
5H	1	STAINLESS STEEL, OZONE MACHINE (NOT IN USE)		
5I	1	STAINLESS STEEL BEAN SPROUT DRYING MACHINE (NOT IN USE)		
6	1	HUALIAN, STAINLESS STEEL, SOLID INK, INFLATABLE BAG SEALING MACHINE, 12M/MINUTE CAPACITY, WITH STAINLESS STEEL, CONVEYOR, 2015	FRMQ-980III	1121225100003
7	1	HUALIAN, BAG SEALING MACHINE WITH CONVEYOR, 2012	FRPM-8401	112112110191
8	1	EASY-KLEEN, GAS POWERED, HOT WATER, PRESSURE WASHER	EZO2703G	
9	2	SCOTSMAN, STAINLESS STEEL, ICE MAKER WITH SCOTSMAN, B322S, ICE BIN, S/N 1202130013343	F0822A-1A	11041320010312 11031320017123
11	5	CUSTOM BUILT, STAINLESS STEEL, SOAK TANK		
13		HUALIAN, STAINLESS STEEL, AUTOMATIC VACUUM PACKAGING MACHINE, 160 CM X 60 CM X 80 CM MAXIMUM WORKSPACE, 2013	DZ600/2S	20133J12H
14		STAINLESS STEEL, AUTOMATIC, VACUUM PACKAGING MACHINE, 2016	DZ-600/2SB	IT-2016-200
15		<u>SOY RAW MILK LINE</u>		

Exhibit "A"

15A	1	CUSTOM BUILT, (4) CHAMBER, SOAKING TANK WITH TRANSFER PUMP (RUSTED PIPES)		
15B	1	BEAN GRINDING SYSTEM COMPRISED OF (1) LOADER WITH HOPPER, AUGER FEEDER, (2) SHANYOU, FSM-200AP, SOYMILK REFINER BEAN SLAG SEPARATORS, 2018, S/N 442M GRINDERS, TRANSFER AND HOLD TANKS, PUMPS, CONTROL PANEL		
15C	2	HOT WATER HOLDING TANK		
15D	1	CUSTOM BUILT, STAINLESS STEEL, TOFU CLOTH WASHING SYSTEM		
16		<u>JING BAO COOKED SOY MILK LINE, 2017</u>		
16A	1	STAINLESS STEEL, 40 KG VACUUM LOADER AND 750 KG HOPPER (1480 MM X 1480 MM X 680 MM), 2017	FPXC-750	201711001
16B	14	STAINLESS STEEL, SOY BEAN, HEATED SOAKER HOPPER, 2017		
16C	1	LOT OF STAINLESS STEEL, CONVEYORS, 2017		
16D	1	PLC CONTROL, SOAKING LINE CONTROL PANEL		
16E	1	JING BAO GRINDER LOADING SYSTEM COMPRISED OF (1) 100 KG, STAINLESS STEEL, HOPPER (3800MM X 2600MM X 2000MM), 2017 AND (2) STAINLESS STEEL, AUGER FEEDERS, 2017	SDTS-2	201711005
16F	2	JING BAO, STAINLESS STEEL, GRINDER, 2017	JHT	20171002, N/A
16G	2	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	0173450, 0173454
16H	1	JING BAO, AUTOMATIC MICRO PRESSURE COOKING SYSTEM WITH PLC CONTROL, 4 TON PER HOUR CAPACITY, 2017	WYZJ-4-II	201711002
16I	1	STAINLESS STEEL, TANK		
16J	2	LOT OF STAINLESS STEEL, AGITATED AND JACKETED TANKS		
16K	1	YUANAN CENTRIFUGAL PUMP, 2017		
16L	1	JING BAO, AUTOMATIC MICRO PRESSURE COOKING SYSTEM WITH PLC CONTROL, 4 TON PER HOUR CAPACITY, 2017		
16M	1	TRANSFER PUMP		
16N	1	STAINLESS STEEL, HOLDING TANK		
16O	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	
16P	1	JING BAO, LXJY-4-FS, STAINLESS STEEL, SPIRAL SCREW EXTRUSION SEPARATOR, 400 KG/H, 2017	HEM4-100	K0220171101
16Q	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	..34495
16R	1	JING BAO, STAINLESS STEEL TANK WITH TRANSFER PUMPD, 1600 MM X 800 MM X 700 MM, 30 KG CAPACITY, 2017		
16S	1	JING BAO, STAINLESS STEEL, TANK WITH TRANSFER PUMP, 2017		
16T	1	XINXIANG CITY DAZHEN SCREEN MACHINE, VIBRATORY SEPARATOR, 2017	S4912A-1	2017-9-28-1
16U	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	
16V	1	SHANYOU, COMMERCIAL SOYMILK REFINER BEAN SLAG SEPARATOR, 2018	FSM-200AP	442
16W	1	JINK BAO, STAINLESS STEEL, RECTANGULAR TANK WITH TRANSFER PUMP		
16X	1	JING BAO, STAINLESS STEEL, CENTRIFUGAL SEPARATOR, 600 KG/HOUR, 2017	LXJ-600	201712001

Exhibit "A"

16Y	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	
16Z	1	JING BAO, LXJY-4-FS, STAINLESS STEEL, SPIRAL SCREW EXTRUSION SEPARATOR, 400 KG/HOUR, 2017	HEM4-100	
16AA	1	JING BAO, STAINLESS STEEL, TANK, 1600 MM X 800 MM X 700 MM, 30 KG CAPACITY, 2017	SJT-700	201711010
16AB	2	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	373455
16AC	1	XINXIANG CITY DAZHEN, SCREEN MACHINE, VIBRATORY SEPARATOR, 2017	S4912A-1	2017-9-23-1
16AD	1	JING BAO, STAINLESS STEEL, CENTRIFUGAL SEPARATOR, 600 KG/HOUR, 2017	LXJ-600	201712002
16AE	1	PASTEURIZER		
16AF	1	JINK BAO CONTROL PANELS		
17	2	PNEUMATIC, CARTON ERECTORS		
18	1	SHENYANGE BEIYA BEVERAGE MACHINERY, FILLER LINE (NOT IN SERVICE)		
19		FRYING LINE		
19A	1	STAINLESS STEEL, VENT HOOD (THE HOOD IS NOT VENTED AND DOES NOT HAVE FIRE SUPPRESSION)		
19B	2	STAINLESS STEEL, DEEP FRYER WITH AGITATING BUCKET LOADER		
19C	1	STAINLESS STEEL, VARIABLE SPEED, WIRE MESH DRYER CONVEYOR		
19D	1	PLC CONTROL PANEL		
20	1	LOT OF EQUIPMENT NOT IN SERVICE COMPRISED OF WIRE MESH MARINATING CONVEYERS AND WIRE MESH DRYING CONVEYORS		
21	1	FULTON, 50 HP, NATURAL GAS BOILER , 2017 (UNIT IS RUSTING AND LEAKING)	FB-050-A	PV-292-BB
22	1	FULTON, 50 HP, NATURAL GAS BOILER, 2017 (UNIT IS RUSTING)	VMP50	PM-151-PP
23	1	BOILER WATER SOFTENER SYSTEM WITH DOSING AND CONDENSATE TANKS		
25	1	COMPAIR, 60 HP, ROTARY SCREW AIR COMPRESSOR, 26,817 HOURS	6060 WL	L012/2414
26	2	PROPOINT, 10 HP, 120 GALLON, TANK MOUNTED, PISTON TYPE, AIR COMPRESSOR (ONE NOT IN USE)	8475022	SN1303108T08990148 M24810501A
27	1	WALK-IN FRIDGE, 20' X 60' X 24' (APPROX.) WITH (4) TRENTON, EVAPORATORS AND CONDENSERS		
28	1	STAINLESS STEEL, PADDLE MIXER		

Exhibit "A"

29	1	2007 SKYJACK, BATTERY POWERED, SCISSOR LIFT, 26' MAXIMUM LIFT,	SI3226	27002050
30	2	WENLING YONGIN MACHINERY, 15T, 580 MM X 580 MM, PNEUMATIC TOFU PRESS, 2018		AJ79 AJ78
31	1	STAINLESS STEEL, TILTING KETTLE (NOT IN SERVICE)		
32	1	STAINLESS STEEL, PNEUMATIC TOFU PRESS		
33		<u>WENLING YONJIN MACHINERY SHEET TOFU PRODUCTION LINE, 2017</u>		
33A	1	STAINLESS STEEL, AGITATED, (4) TANK, TOFU CURDING MACHINE WITH PLC CONTROL		
33B	1	STAINLESS STEEL, GRINDER		
33C	1	STAINLESS STEEL, CLOTH LINED, CHAIN BELT, VARIABLE SPEED, INFEEED CONVEYOR		
33D	1	STAINLESS STEEL, 15 TON, TOFU PRESS		
33E	1	STAINLESS STEEL, TOFU, BIN TRANSFER CONVEYOR		
33F	1	LOT OF STAINLESS STEEL, TOFU CLOTH, UNWIND AND BIN RETURN CONVEYORS		
33G	1	CLIMATE CONTROLLED ROOM FOR SHEET TOFU PROCESSING, 20' X 60' (APPROX.)		
33H	1	STAINLESS STEEL, VARIABLE SPEED, ROD/TRAY, CONVEYOR FOR TOFU SHEETS		
33I	1	STAINLESS STEEL, TOFU DIE PRESS		
33J	1	LONGYING, STAINLESS STEEL, PACKAGING AUTOMATIC FILLING AND SEALING MACHINE		
33K	1	ZHONGRUI NITROGEN GENERATOR, 2015	ZR-3B	201503072
33L	1	HOLY SUN AIR DRYER, 2015	HRD-1F	RD0115404106A
34	1	WALK-IN FRIDGE, 25' X 45' X 18 X 15' (APPROX.) (NOT IN SERVICE)		
35		<u>YONG JIN AUTOMATIC PULP PLATE TOFU PRODUCTION LINE (SMOOTH TOFU)</u>		
35A	1	STAINLESS STEEL, DOSING TANK		
35B	1	PNEUMATIC, TOFU TRAY LOADER		
35C	1	LOT OF PLASTIC, TOFU TRAYS		
35D	1	STAINLESS STEEL, PNEUMATIC, DEPOSITOR		
35E	1	STAINLESS STEEL TRAY/CLOTH, CONVEYOR		
35F	1	STAINLESS STEEL, TRAY FLIPPING MACHINE		
35G	1	STAINLESS STEEL, EXIT CONVEYOR WITH CLOTH RETURN		
36		<u>YIFEI MACHINERY FRESH CLASSIC (WATER) TOFU PRODUCTION LINE, 2018</u>		180120

Exhibit "A"

36A	36	STAINLESS STEEL, MIXING BOWLS MOUNTED ON VARIABLE SPEED CONVEYOR		
36B	1	STAINLESS STEEL, PNEUMATIC PISTON FILLER		
36C	1	STAINLESS STEEL, MIXER		
36D	1	STAINLESS STEEL, MIXING BOWL SHUTTLE		
36E	3	STAINLESS STEEL, TRAY STACKER PRESS, 2012	BJYF-LSYZ	
36F	1	STAINLESS STEEL, TRAY TURNER	BJYF-ZDFB	
36G	1	STAINLESS STEEL, TRAY LOADING AND RETURN CONVEYOR SYSTEM		
36H	1	CONTROL PANEL	BJYF-XZNG	
36I	2	STAINLESS STEEL, WATER KNIFE, TOFU CUTTING AND PACKAGING MACHINE WITH PLC CONTROL	DFQ-ZDOK	
36J	1	LOT OF STAINLESS STEEL, PLASTIC BELT TRANSFER CONVEYORS (FROM TOFU CUTTING AND PACKAGING MACHINE TO THE TRAY SEALER)		
36K	1	STAINLESS STEEL, TRAY SEALER WITH PLC CONTROL		
36L	1	LOT OF STAINLESS STEEL, PLASTIC BELT TRANSFER CONVEYORS (FROM TRAY SEALER TO THE PASTEURIZING WATER BATH)		
36M	1	STAINLESS STEEL, HOT AND COLD BATH (STACKED) PASTEURIZER	BJYF-LRSC	
36N	1	EXIT CONVEYOR WITH PRODUCTION ACCUMULATION TABLE		
36O	1	SHINI, AIR COOLED, WATER CHILLER	SIC-20A	
37		WEIFENG, STAINLESS STEEL, (6) STATION, PLASTIC POUCH, FILLING MACHINE, PLC CONTROL, 2017 (USED FOR EGG TOFU)	ZWOZD-6	201730010691.8
38		<u>YONG JIN FIRM TOFU PRODUCTION LINE</u>		
38A	5	AGITATED, STAINLESS STEEL, TANKS		
38B	1	STAINLESS STEEL DEPOSITOR		
38C	1	STAINLESS STEEL TRAY CONVEYOR		
38D	1	STAINLESS STEEL TRAY STACKER		
38E	1	STAINLESS STEEL TRAY LOADER		
38F	10	STAINLESS STEEL TOFU PRESS		
38G	1	PLC CONTROL PANEL		
39	1	STAINLESS STEEL, TOFU, DIE CUT PRESS		

Exhibit "A"

40	1	WENLING YONGJIN MACHINERY CO. LTD., STAINLESS STEEL, SEMI AUTOMATIC, TOFU, DIE CUT PRESS WITH PLC CONTROL		
41	1	2017 KANGBEITE MODEL DRZ-520 FULLY AUTOMATIC CONTINUOUS STRETCH CODE SPRAYING VACUUM PACKING MACHINE S/N 25102017, W/ MITSUBISHI MODEL GOT2000 CONTROLS, W/ REFRIGERATED AIR DRYER, PSA NITROGEN GENERATOR, & VACUUM PUMP.	DRZ-520	25102017
42	1	SHANGHAI LONGYING AUTOMATION, STAINLESS STEEL, PNEUMATIC LABEL APPLICATOR WITH PLC CONTROL		
43	1	STAINLESS STEEL, SMOKER WITH PLC CONTROL PANEL (NOT IN SERVICE)		
45	1	LOT OF ASSORTED SHOP EQUIPMENT COMPRISED OF PLASTIC STACKING BINS, EQUIPMENT THROUGHOUT PLANT NOT OTHERWISE LISTED, STAINLESS STEEL BEAN SPROUT GROWING BINS, PRESSURE WASHERS, TABLE TOP AND FLOOR SCALES, COMPRESSORS NOT OTHERWISE LISTED, WELDERS, SPARE TRANSFORMERS, PALLET RACKING, PALLET JACKS, DOLLIES, HYDRAULIC POWER PACK, WATER SOFTENER EQUIPMENT, APPROX. (36) SKIDS ASSORTED PACKAGING, CONTENTS OF OFFICE AND LUNCHROOM, ETC.		
46		SCRAP IN CONER MACHINE PARTS (STAINLESS STEEL) IN FRONT		
47		(34) STAINLESS STEEL GROWING BINS		
48		CHEVY EXPRESS CUBE TRUCK W/ CARRIER REEFER UNIT (NOT IN USE - AS IS)		

					ADDITION TO NMG	
<u>Potentially leased so excluded from asset list until further notice.</u>						
12	1	TOYOTA, 3-WHEEL, 4,800 LBS., 3 STAGE, 48V, ELECTRIC FORKLIFT, 189" MAXIMUM LIFT, 14, 586 HOURS	7FBEU20	18995	\$	4,750
24	1	TOYOTA, BATTERY POWERED, WALK BEHIND, PALLET WALKIE			\$	850
44	1	ISUZU, 18', BOX TRUCK WITH CARRIER, REEFER, DIESEL ENGINE, AUTOMATIC TRANSMISSION, 200,000 KMS (APPROX.), 2012			\$	10,000

APPENDIX “I”

Bryan Gelman

From: Suzette Warner
Sent: Tuesday, August 27, 2019 11:32 AM
To: radley@kasscargo.com
Cc: Bryan Gelman
Subject: RE: In the Matter of the Receivership of Noreast Food Ltd. and Aerdon Continental Corp.

Good day Radley,

I am following up with you as per our telephone conversation and subsequent email below.

Can you please confirm when this information will be made available?

Regards,

Suzette Warner, MSc, CFE, CPA, CGA, FCCA



Albert Gelman Inc. | T: 416.504.1650 ext. 122 | F: 416.504-1655 | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

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From: Suzette Warner
Sent: August 15, 2019 2:03 PM
To: 'radley@kasscargo.com' <radley@kasscargo.com>
Cc: Bryan Gelman (bgelman@albertgelman.com) <bgelman@albertgelman.com>
Subject: In the Matter of the Receivership of Noreast Food Ltd. and Aerdon Continental Corp.

Good day Radley,

Thank you for taking my call.

Further to our discussion, see attached Notice of Receivership for Noreast Food Ltd. and Aerdon Continental Corp., along with the Court Order appointing Albert Gelman Inc. as Receiver for both entities.

In accordance with paragraph 4 and 5 of the attached Court Order, please provide us with copies of all documents relating to the import of equipment, including any such invoices the relevant overseas supplier. This information is urgently required, and we ask for your timely assistance in this regard. Kindly email these documents to swarner@albertgelman.com.

We are aware that you are or maybe a creditor of the company, the Receiver will advise you accordingly in due course regarding next steps.

Regards,

Suzette Warner, *MSc, CFE, CPA, CGA, FCCA*



Albert Gelman Inc. | T: 416.504.1650 ext. 122 | F: 416.504-1655 | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

Office locations: Downtown Toronto, North York, Richmond Hill, Scarborough and Mississauga – <http://albertgelman.com/financialsolutions/locations/>

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APPENDIX “J”

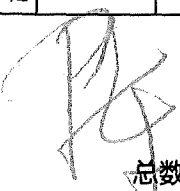
2张
\$372.00

东北食品有限公司 Noreast Foods LTD.

2-1170 Birchmount Road (647) 931-9815
Toronto, ON M1P 5E3
SOLD TO: / SHIPPED TO: 新世界

INVOICE A100466

DATE: 2018-05-09

货品号 PRODUCT#	货品名称 DESCRIPTION	数量 QTY	单价 UNIT PRICE	金额 AMOUNT
10001	豆浆-原味甜	瓶		
10002	豆浆-原味无糖	瓶		
10003	豆浆-黑豆甜	瓶		
10004	豆浆-黑豆无糖	瓶		
10051	干豆腐	盒 80	1.4	112
10052	干豆腐丝	盒 10	1.4	14
10053	素鹅	包 30	2	60
10054	素鸡	包		
10055	薄百页	包		
10056	五香豆干条	包		
10057	五香豆干	包		
10058	豆干	包		
10059	油炸豆干	包		
10060	炸豆泡	包		
10100	水豆腐	盒		
20001	海带丝	盒		
20002	海带结	盒		
30001	无菌绿豆芽	箱		
30002	无菌黄豆芽	箱		
共两箱				税 TAX:
				总数 SUBTOTAL: 186.00
多谢惠顾! THANK YOU FOR YOUR BUSINESS!				

APPENDIX “K”



Canada Revenue Agency Agence du revenu du Canada

Tax Centre
Kitchener ON N2H 0A9

August 07, 2019

ATTENTION: SUZETTE WARNER
NOREAST FOODS LTD.
C/O ALBERT GELMAN INC
126 - 100 SIMCOE ST
TORONTO ON M5H 3G2

Account Number
83343 5134 RP0001

Dear Ms. Warner:

Re: NOREAST FOODS LTD.
Account number: 83343 5134 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to \$86,006.24 for income tax and Canada Pension Plan (CPP) contributions, as well as unemployment insurance (UI) premiums and employment insurance (EI) premiums.

Particulars of this liability are as follows:

Date of assessment (DD/MM/YYYY)	19/07/2018
Tax deductions:	\$16,465.82
CPP:	\$13,009.61
EI:	\$ 0.00
Penalties and interest:	\$ 8,192.65
Total:	\$37,668.08

Date of assessment (DD/MM/YYYY)	19/07/2019
Tax deductions:	\$ 9,997.05
CPP:	\$ 4,086.26
EI:	\$ 1,930.64
Penalties and interest:	\$ 2,524.85
Total:	\$18,538.80

Date of assessment (DD/MM/YYYY)	07/01/2019
Tax deductions:	\$ 0.00
CPP:	\$ 0.00
EI:	\$ 0.00
Penalties and interest:	\$1,063.41
Total:	\$1,063.41

.../2



National Insolvency Office
166 Frederick Street
Kitchener ON N2H 0A9

Local:
Toll Free:
Fax:
Web site:

519-570-5438
1-844-496-9342
855-875-3635
canada.ca/taxes

Date of assessment (DD/MM/YYYY)	14/03/2019
Tax deductions:	\$22,400.00
CPP:	\$ 0.00
EI:	\$ 0.00
Penalties and interest:	\$ 2,801.19
Total:	\$25,201.19

Date of assessment (DD/MM/YYYY)	14/03/2019
Tax deductions:	\$3,200.00
CPP:	\$ 0.00
EI:	\$ 0.00
Penalties and interest:	\$ 334.76
Total:	\$3,534.76

Grand total: \$86,006.24

Further to the Income Tax Act, the Canada Pension Plan, the Unemployment Insurance Act, and the Employment Insurance Act, the following amounts, which are included in the above totals, are trust funds and form no part of the property, business, or estate of NOREAST FOODS LTD. in receivership.

Federal income tax:	\$12,287.95
Provincial income tax:	\$ 4,177.87
CPP employee portion:	\$ 6,504.80
EI employee portion:	\$ 0.00
Total:	\$22,970.62

Federal income tax:	\$ 7,460.50
Provincial income tax:	\$ 2,536.55
CPP employee portion:	\$ 2,043.13
EI employee portion:	\$ 804.43
Total:	\$12,844.61

Grand total: \$35,815.24

Payment for the total amount of this trust, namely \$35,815.24, should be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory trusts in priority to all other creditors.

Please let us know when payment of this trust amount and the remaining balance of \$50,191.00 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act

for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 3 of the Unemployment Insurance (Collection of Premiums) Regulations, section 5 of the Employment Insurance Act, and section 8 of the Canada Pension Plan Regulations.

If you need more information, please call me at 519-570-5438.

Yours truly,

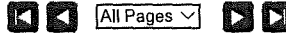


W. Rueger 1215
Revenue Collections

APPENDIX “L”

Enquiry Result

File Currency: 29JUL 2019



Show All Pages

Note: All pages have been returned.

Type of Search Business Debtor
Search Conducted On NOREAST FOODS LIMITED
File Currency 29JUL 2019

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
709170705	1	14	1	30	20AUG 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
709170705		01	003		20150820 1424 1462 3659	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	NOREAST FOODS LTD.			
	Address			City Province Postal Code
	2-1220 MARKHAM RD			TORONTO ON M1H3B4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	27SEP1969			ZIZHONG WU
	Address			City Province Postal Code
	112 HUA DU AVE			MARKHAM ON L6C0P9

Secured Party	Secured Party / Lien Claimant	City	Province	Postal Code
	HITACHI CAPITAL CANADA CORPORATION			
	Address	BURLINGTON	ON	L7N3J5
	3390 SOUTH SERVICE RD, SUITE 104			

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.
	2016	ISUZU	NRR	JALE5W167G7300227

General Collateral Description	General Collateral Description
	C/W 18' REEFER BODY WITH SIDE DOOR FROM MULTIVANS TRUCK BODIES & CARRIER SUPRA 660 REEFER UNIT

Registering Agent	Registering Agent			
	CLE LEASING ENTERPRISE LTD.			
	Address	City	Province	Postal Code
	3390 SOUTH SERVICE RD, SUITE 104	BURLINGTON	ON	L7N3J5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	709170705	1	14	2	30	20AUG 2021	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
709170705		02	003		20150820 1424 1462 3659	P PPSA	6

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	26OCT1972	LIFANG		WU
Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code
	112 HUA DU AVE, UN112	MARKHAM	ON	L6C0P9

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
	TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE

Registering Agent	Registering Agent			
	CLE LEASING ENTERPRISE LTD.			
	Address	City	Province	Postal Code
	3390 SOUTH SERVICE RD, SUITE 104	BURLINGTON	ON	L7N3J5

CONTINUED

Type of Search	Business Debtor						
	NOREAST FOODS LIMITED						

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

Assignor Name Assignor Name
 Secured Party Secured party, lien claimant, assignee
 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

Registering Agent Registering Agent or Secured Party/ Lien Claimant

AXIOM LEASING INC.				
Address	City	Province	Postal Code	
2370 CAWTHRA RD	MISSISSAUGA	ON	L5A 2X1	

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	NOREAST FOODS LIMITED					
File Currency	29JUL 2019					
	File Number	Family	of Families	Page	of Pages	
	721290321	2	14	7	30	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20170407 1008 9243 0482	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	721290321			F PRT DSC		
Reference Debtor/ Transferor	First Given Name	Initial		Surname		
	Business Debtor Name	AERDON CONTINENTAL CORP.				
Other Change	Other Change					

Reason / Description

Debtor/ Transferee **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor Name **Ontario Corporation Number**

Address **City** **Province** **Postal Code**

Assignor Name **Assignor Name**

Secured Party **Secured party, lien claimant, assignee**

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**

Registering Agent **Registering Agent or Secured Party/ Lien Claimant**

AXIOM LEASING INC.			
Address	City	Province	Postal Code
2370 CAWTHRA RD	MISSISSAUGA	ON	L5A 2X1

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	727362414	3	14	8	30	05MAY 2023	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
727362414		01	002		20170505 1705 1462 6959	P PPSA	6
Individual Debtor	Date of Birth	First Given Name			Initial	Surname	
Business Debtor	Business Debtor Name					Ontario Corporation Number	
	NOREAST FOODS LTD.						
	Address				City	Province	Postal Code
	1220 MARKHAM RD UNIT 2				TORONTO	ON	M1H3B4
Individual Debtor	Date of Birth	First Given Name			Initial	Surname	

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD.
Address **City** **Province** **Postal Code**
 705 PROGRESS AVENUE, UNIT 33 SCARBOROUGH ON M1H2X1

Secured Party **Secured Party / Lien Claimant**
 THE TORONTO-DOMINION BANK
Address **City** **Province** **Postal Code**
 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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

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

General Collateral Description **General Collateral Description**

Registering Agent	Registering Agent
	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK
	Address City Province Postal Code
	2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

CONTINUED

Type of Search Business Debtor
Search Conducted On NOREAST FOODS LIMITED
File Currency 29JUL 2019
File Number **Family** **of Families** **Page** **of Pages** **Expiry Date** **Status**
 727362414 3 14 9 30 05MAY 2023

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
727362414		02	002		20170505 1705 1462 6959	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**
 TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK

Address 2020 WINSTON PARK DRIVE, SUITE 301 City OAKVILLE Province ON Postal Code L6H6X7

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

Registering Agent	Registering Agent			
	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK			
	Address	City	Province	Postal Code
	2020 WINSTON PARK DRIVE, SUITE 301	OAKVILLE	ON	L6H6X7

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	729127917	4	14	10	30	26JUN 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
729127917		01	001		20170626 1445 1530 0638	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	NOREAST FOODS LTD.								
	Address			City	Province	Postal Code			
	1220 MARKHAM RD UNIT 2			TORONTO	ON	M1H 3B4			
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								
	THE TORONTO-DOMINION BANK - 10332								
	Address			City	Province	Postal Code			
	3477 SHEPPARD AVENUE EAST			SCARBOROUGH	ON	M1T 3K6			
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			X
Motor Vehicle Description	Year	Make			Model	V.I.N.			

General Collateral Description **General Collateral Description**

Registering Agent				
D+H LIMITED PARTNERSHIP				
Address		City	Province	Postal Code
SUITE 200, 4126 NORLAND AVENUE		BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search Business Debtor
Search Conducted On NOREAST FOODS LIMITED
File Currency 29JUL 2019

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
729127935	5	14	11	30	26JUN 2022	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
729127935		01	001		20170626 1445 1530 0640	P PPSA	5

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 AERDON CONTINENTAL CORP
Address **City** **Province** **Postal Code**
 1220 MARKHAM RD UNIT 2 TORONTO ON M1H 3B4

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD.
Address **City** **Province** **Postal Code**
 1220 MARKHAM RD UNIT 2 TORONTO ON M1H 3B4

Secured Party **Secured Party / Lien Claimant**
 THE TORONTO-DOMINION BANK - 10332
Address **City** **Province** **Postal Code**
 3477 SHEPPARD AVENUE EAST SCARBOROUGH ON M1T 3K6

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.**

General Collateral Description **General Collateral Description**

Registering Agent				
D+H LIMITED PARTNERSHIP				

Address	City	Province	Postal Code
SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	729127944	6	14	12	30	26JUN 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
729127944		01	001		20170626 1445 1530 0641	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	03MAR1989	BIN				CHEN			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address			City	Province	Postal Code			
	1220 MARKHAM RD UNIT 2			TORONTO	ON	M1H 3B4			
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	NOREAST FOODS LTD.								
	Address			City	Province	Postal Code			
	1220 MARKHAM RD UNIT 2			TORONTO	ON	M1H 3B4			
Secured Party	Secured Party / Lien Claimant								
	THE TORONTO-DOMINION BANK - 10332								
	Address			City	Province	Postal Code			
	3477 SHEPPARD AVENUE EAST			SCARBOROUGH	ON	M1T 3K6			
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.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D+H LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	SUITE 200, 4126 NORLAND AVENUE			BURNABY	BC	V5G 3S8			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

730284768 7 14 13 30 27JUL 2021

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
730284768		01	001		20170727 1932 1531 6367	P PPSA	4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	NOREAST FOODS LTD.			
	Address			City Province Postal Code
	1220 MARKHAM ROAD			SCARBOROUGH ON M1H 3B4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	03MAR1989 BIN			CHEN
	Address			City Province Postal Code
	51 KENTISH CRESCENT			SCARBOROUGH ON M1S 2Z3

Secured Party	Secured Party / Lien Claimant	City	Province	Postal Code
	GM FINANCIAL CANADA LEASING LTD.	TORONTO	ON	M2J 4Z8
	Address			
	2001 SHEPPARD AVE. STE 600			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X		X		X	X	53471	24JUL2021	

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2017	CHEVROLET	CAMARO	1G1FD1RS0H0196275

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	CANADIAN SECURITIES REGISTRATION SYSTEMS			
	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	731776635	8	14	14	30	11SEP 2023	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
731776635		01	003		20170911 1707 1462 1843	P PPSA	6
Individual Debtor	Date of Birth	First Given Name		Initial	Surname		

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD.
Address **City** **Province** **Postal Code**
 1170 BIRCHMOUNT ROAD, UNIT #2 SCARBOROUGH ON M1K5M1

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**
 TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.
Address **City** **Province** **Postal Code**
 300 THE EAST MALL SUITE 401 TORONTO ON M9B6B7

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

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

General Collateral Description **General Collateral Description**
 MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (8154)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	731776635	8	14	15	30	11SEP 2023	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
731776635		02	003		20170911 1707 1462 1843	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								
	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								
	WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY								
Registering Agent	Registering Agent								
	PPSA CANADA INC. - (8154)								
	Address		City	Province	Postal Code				
	110 SHEPPARD AVE EAST, SUITE 303		TORONTO	ON	M2N6Y8				

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	731776635	8	14	16	30	11SEP 2023			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
731776635		03	003		20170911 1707 1462 1843	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								
	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 SECURITY ACT)								

Registering Agent	Registering Agent			
	PPSA CANADA INC. - (8154)			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor					
Search Conducted On	NOREAST FOODS LIMITED					
File Currency	29JUL 2019					
	File Number	Family	of Families	Page	of Pages	
	731776635	8	14	17	30	
FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT						
	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20170921 1006 1462 4837	
Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	731776635			A AMNDMNT		
Reference Debtor/ Transferor	First Given Name			Initial	Surname	
	Business Debtor Name				NOREAST FOODS LTD.	
Other Change	Other Change					
Reason / Description	Reason / Description					
	TO ADD ANOTHER DEBTOR LOCATION					
Debtor/ Transferee	Date of Birth	First Given Name		Initial	Surname	
	Business Debtor Name				Ontario Corporation Number	
	NOREAST FOODS LTD.					
	Address			City	Province	Postal Code
	2 - 1220 MARKHAM ROAD			TORONTO	ON	M1H3B4
Assignor Name	Assignor Name					
Secured Party	Secured party, lien claimant, assignee					

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						

Registering Agent Registering Agent or Secured Party/ Lien Claimant

TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

Address	City	Province	Postal Code
300 THE EAST MALL SUITE 401	TORONTO	ON	M9B6B7

END OF FAMILY

Type of Search	Business Debtor									
Search Conducted On	NOREAST FOODS LIMITED									
File Currency	29JUL 2019									
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status			
	734240295	9	14	18	30	22NOV 2020				
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN										
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period			
734240295		001	1		20171122 1138 1590 6936	P PPSA	3			
Individual Debtor	Date of Birth		First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number				
	NOREAST FOODS LTD.					002357183				
	Address				City	Province	Postal Code			
	1220 MARKHAM ROAD				TORONTO	ON	M1H 3B4			
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									
	CHRISTINE QUN XU									
	Address				City	Province	Postal Code			
	4400 HIGHWAY 7 EAST				MARKHAM	ON	L3R 1M2			
Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date	
		X	X	X	X		1000000		X	

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description GENERAL SECURITY AGREEMENT			
Registering Agent	Registering Agent OWENS WRIGHT LLP			
	Address	City	Province	Postal Code
	20 HOLLY STREET, SUITE 300	TORONTO	ON	M4S 3B1

END OF FAMILY

Type of Search Business Debtor
Search Conducted On NOREAST FOODS LIMITED
File Currency 29JUL 2019

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
734824836	10	14	19	30	11DEC 2019	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
734824836		001	2		20171211 1123 1590 8442 P	PPSA	1

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
	03MAR1989	BIN		CHEN

Business Debtor	Business Debtor Name	Ontario Corporation Number

Address	City	Province	Postal Code
51 KENTISH CRESCENT	SCARBOROUGH	ON	M1S 2Z3

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number
	NOREAST FOODS LTD.	2357183

Address	City	Province	Postal Code
51 KENTISH CRESCENT	SCARBOROUGH	ON	M1S 2Z3

Secured Party	Secured Party / Lien Claimant
	10519219 CANADA CORP.

Address	City	Province	Postal Code
803-188 BONIS AVENUE	TORONTO	ON	M1T 3W2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X		500000		X

Motor Vehicle Description	Year	Make	Model	V.I.N.
General Collateral Description	General Collateral Description ASSIGNMENT BY THE DEBTORS (BIN CHEN AND NOREAST FOODS LTD.) TO THE SECURED PARTY (10519219 CANADA CORP.) OF ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE, OF CHRISTINE QUN XU OWED TO THE DEBTORS AND ALL			

Registering Agent	Registering Agent			
	YOUNGMAN LAW PROFESSIONAL CORPORATION			
	Address	City	Province	Postal Code
	200-65 QUEEN STREET WEST	TORONTO	ON	M5H 2M5

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	734824836	10	14	20	30	11DEC 2019			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
734824836		002	2		20171211 1123 1590 8442				
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								
	PROCEEDS THEREOF.								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor						
	NOREAST FOODS LIMITED						

Search Conducted On

File Currency 29JUL 2019

File Number	Family	of Families	Page	of Pages
734824836	10	14	21	30

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	01	001		20180815 1734 1590 6783	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	734824836			B RENEWAL	1	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	BIN		CHEN
	Business Debtor Name		

Other Change Other Change

Reason / Description Reason / Description

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

Assignor Name Assignor Name

Secured Party Secured party, lien claimant, assignee

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

Registering Agent Registering Agent or Secured Party/ Lien Claimant

YOUNGMAN LAW PROFESSIONAL CORPORATION

Address	City	Province	Postal Code
200-65 QUEEN STREET WEST	TORONTO	ON	M5H 2M5

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	741052566	11	14	22	30	28JUN 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
741052566		001	2		20180628 1510 1902 0633	P PPSA	06		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	NOREAST FOODS LTD								
	Address			City	Province	Postal Code			
	1170-2 BIRCHMOND			TORONTO	ON	M1K 5E3			
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								
	MERIDIAN ONECAP CREDIT CORP.								
	Address			City	Province	Postal Code			
	SUITE 1500, 4710 KINGSWAY			BURNABY	BC	V5H 4M2			
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.			
	2018	ISUZU			NRR	JALE5W161J7300988			
General Collateral Description	General Collateral Description								
	VAN(S) REEFER(S) BODY(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES								
	ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS								
	THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY								
Registering Agent	Registering Agent								
	AVS SYSTEMS INC.								
	Address			City	Province	Postal Code			
	201 - 1325 POLSON DR.			VERNON	BC	V1T 8H2			

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

741052566 11 14 23 30 28JUN 2024

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
741052566		002	2		20180628 1510 1902 0633		

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
 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 OR PROCEEDS OF THE COLLATERAL

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	741900816	12	14	24	30	24JUL 2024	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
741900816		001	4		20180724 1026 1793 3253	P PPSA	6
Individual Debtor	Date of Birth	First Given Name			Initial	Surname	

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD.
Address **City** **Province** **Postal Code**
 1170 BIRCHMOUNT RD UNIT 2 TORONTO ON M1K5M1

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD.
Address **City** **Province** **Postal Code**
 1220 MARKHAM RD UNIT 2 TORONTO ON M1K3B4

Secured Party **Secured Party / Lien Claimant**
 THE TORONTO-DOMINION BANK
Address **City** **Province** **Postal Code**
 2020 WINSTON PARK DRIVE, SUITE 301 OAKVILLE ON L6H6X7

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

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

General Collateral Description **General Collateral Description**
 VARIOUS FOOD PROCESSING EQUIPMENT BEAN SPROUTING MULTI-FUNCTIONAL SYSTEM, ENHANCED 100 SHEETS TOFU LINE, STIR THE PAN - 1 SET, STRETCH FILM PACKING MACHINE, SOY MILK PRODUCTION LINE, 2 BEAN CURD PRESSES,

Registering Agent	Registering Agent			
	PPSA CANADA INC.			
	Address	City	Province	Postal Code
	110 SHEPPARD AVE EAST, SUITE 303	TORONTO	ON	M2N6Y8

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	741900816	12	14	25	30	24JUL 2024	
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN							
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
741900816		002	4		20180724 1026 1793 3253		
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								
	TD EQUIPMENT FINANCE CANADA, A DIVISION OF THE TORONTO-DOMINION BANK								
	Address		City	Province	Postal Code				
	2020 WINSTON PARK DRIVE, SUITE 301		OAKVILLE	ON	L6H6X7				
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								
	WATER TOFU PRODUCTION LINE, 2 SETS BEAN PRODUCT EQUIPMENT AND FULTON 50HP GAS BOILER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND								
Registering Agent	Registering Agent								
	Address			City	Province	Postal Code			

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	NOREAST FOODS LIMITED								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	741900816	12	14	26	30	24JUL 2024			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
741900816		003	4		20180724 1026 1793 3253				
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 ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES							
Registering Agent	Registering Agent							
	Address				City	Province	Postal Code	

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	NOREAST FOODS LIMITED							
File Currency	29JUL 2019							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	741900816	12	14	27	30	24JUL 2024		
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN								
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period	
741900816		004	4		20180724 1026 1793 3253			
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**
 FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.

Registering Agent			
Registering Agent			
Address		City	Province
			Postal Code

END OF FAMILY

Type of Search Business Debtor
Search Conducted On NOREAST FOODS LIMITED
File Currency 29JUL 2019

File Number	Family	of Families	Page	of Pages	Expiry Date	Status
745768503	13	14	28	30	13NOV 2022	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
745768503		01	001		20181113 1009 1462 5915	P PPSA	4

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
 NOREAST FOODS LTD 002357183
Address **City** **Province** **Postal Code**
 705-121 MCMAHON DRIVE NORTH YORK ON M2K0C1

Individual Debtor **Date of Birth** **First Given Name** **Initial** **Surname**
 03MAR1989 BIN CHEN

Business Debtor **Business Debtor Name** **Ontario Corporation Number**
Address **City** **Province** **Postal Code**
 705-121 MCMAHON DRIVE NORTH YORK ON M2K0C1

Secured Party **Secured Party / Lien Claimant**
 OXFORD LEASEWAY LTD.
Address **City** **Province** **Postal Code**
 1249 HYDE PARK ROAD LONDON ON N6H5K6

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
	X		X		X	X	78000		X

Motor Vehicle Description **Year** **Make** **Model** **V.I.N.**
 2017 MASERATI QP GTS ZAM56RRL3H1204329

General Collateral Description **General Collateral Description**

Registering Agent			
Registering Agent			
OXFORD LEASEWAY LTD.			

Address	City	Province	Postal Code
1249 HYDE PARK ROAD	LONDON	ON	N6H5K6

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NOREAST FOODS LIMITED						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	752045985	14	14	29	30	06JUN 2026	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
752045985		001	2	X	20190606 1324 6005 1577	P PPSA	07

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	NOREAST FOODS LTD.			
	Address		City	Province Postal Code
	1220 MARKHAM ROAD		TORONTO	ON M1H 3B4

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			
	CWB NATIONAL LEASING INC.			
	Address		City	Province Postal Code
	1525 BUFFALO PLACE (2939208)		WINNIPEG	MB R3T 1L9

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

Motor Vehicle Description	Year	Make	Model	V.I.N.
	2013	HINO	195 TRUCK	JHHRDL2H1DK001326
	2013	HINO	195 TRUCK	JHHRDL2H9DK001283

General Collateral Description	General Collateral Description
	AGREEMENT NUMBER 2939208 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.

Registering Agent	Registering Agent			
	Address		City	Province Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	NOREAST FOODS LIMITED				
File Currency	29JUL 2019				
	File Number	Family	of Families	Page	of Pages

APPENDIX “M”

Registering Agent	Registering Agent			
	Address		City	Province
				Postal Code

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	AERDON CONTINENTAL CORP								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	721290321	1	3	2	6	05OCT 2020			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
721290321		002	2		20161005 1424 9243 0430				
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
	03MAR1989	BIN				CHEN			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	Address				City	Province	Postal Code		
	51 KENTISH CRESCENT				SCARBOROUGH	ON	M1S 2Z3		
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								
	AXIOM LEASING INC.								
	Address				City	Province	Postal Code		
	2370 CAWTHRA RD				MISSISSAUGA	ON	L5A 2X1		
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								
Registering Agent	Registering Agent								
	Address				City	Province	Postal Code		

CONTINUED

Type of Search	Business Debtor								
Search Conducted On	AERDON CONTINENTAL CORP								

File Currency 29JUL 2019
 File Number 721290321 Family 1 of Families 3 Page 3 of Pages 6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing Page of 001 Total Pages 1 Motor Vehicle Schedule Attached Registration Number 20161005 1451 9243 0431 Registered Under

Record Referenced File Number 721290321 Page Amended No Specific Page Amended Change Required A AMNDMNT Renewal Years Correct Period

Reference Debtor/ Transferor First Given Name Business Debtor Name NOREAST FOODS LTD. Initial Surname

Other Change Other Change

Reason / Description Reason / Description ADDING REGISTERING AGENT

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

Assignor Name Assignor Name

Secured Party Secured party, lien claimant, assignee 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

Registering Agent Registering Agent or Secured Party/ Lien Claimant

AXIOM LEASING INC.				
Address		City	Province	Postal Code
2370 CAWTHRA RD		MISSISSAUGA	ON	L5A 2X1

CONTINUED

Type of Search Business Debtor
Search Conducted On AERDON CONTINENTAL CORP

File Currency 29JUL 2019
File Number Family of Families Page of Pages
721290321 1 3 4 6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing Page of Total Pages Motor Vehicle Schedule Attached Registration Number Registered Under
001 1 20170407 1008 9243 0482

Record Referenced File Number Page Amended No Specific Page Amended Change Required Renewal Years Correct Period
721290321 F PRT DSC

Reference Debtor/ Transferor First Given Name Initial Surname
Business Debtor Name
AERDON CONTINENTAL CORP.

Other Change Other Change

Reason / Description Reason / Description

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

Assignor Name Assignor Name

Secured Party Secured party, lien claimant, assignee
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

Registering Agent Registering Agent or Secured Party/ Lien Claimant
AXIOM LEASING INC.

Address	City	Province	Postal Code
2370 CAWTHRA RD	MISSISSAUGA	ON	L5A 2X1

END OF FAMILY

Type of Search	Business Debtor								
Search Conducted On	AERDON CONTINENTAL CORP								
File Currency	29JUL 2019								
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status		
	729127926	2	3	5	6	26JUN 2022			
FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN									
File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period		
729127926		01	001		20170626 1445 1530 0639	P PPSA	5		
Individual Debtor	Date of Birth	First Given Name			Initial	Surname			
Business Debtor	Business Debtor Name					Ontario Corporation Number			
	AERDON CONTINENTAL CORP								
	Address			City	Province	Postal Code			
	1220 MARKHAM RD UNIT 2			TORONTO	ON	M1H 3B4			
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								
	THE TORONTO-DOMINION BANK - 10332								
	Address			City	Province	Postal Code			
	3477 SHEPPARD AVENUE EAST			SCARBOROUGH	ON	M1T 3K6			
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			X
Motor Vehicle Description	Year	Make			Model	V.I.N.			
General Collateral Description	General Collateral Description								
Registering Agent	Registering Agent								
	D+H LIMITED PARTNERSHIP								
	Address			City	Province	Postal Code			
	SUITE 200, 4126 NORLAND AVENUE			BURNABY	BC	V5G 3S8			

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	AERDON CONTINENTAL CORP						
File Currency	29JUL 2019						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status

729127935 3 3 6 6 26JUN 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
729127935		01	001		20170626 1445 1530 0640	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	AERDON CONTINENTAL CORP			
	Address			City
	1220 MARKHAM RD UNIT 2			TORONTO
				Province
				ON
				Postal Code
				M1H 3B4

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	Business Debtor Name			Ontario Corporation Number
	NOREAST FOODS LTD.			
	Address			City
	1220 MARKHAM RD UNIT 2			TORONTO
				Province
				ON
				Postal Code
				M1H 3B4

Secured Party	Secured Party / Lien Claimant	City	Province	Postal Code
	THE TORONTO-DOMINION BANK - 10332			
	Address			
	3477 SHEPPARD AVENUE EAST	SCARBOROUGH	ON	M1T 3K6

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.

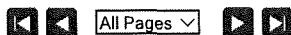
General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

LAST PAGE

Note: All pages have been returned.

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APPENDIX “N”

**In the Matter of the Receivership of NOREAST FOODS LTD. and AERDON CONTINENTAL CORP
Receiver's Consolidated Interim Statement of Receipts and Disbursements
As at September 5, 2019**

Receipts		(Note 1)
Advance from Secured Creditor	\$ 90,000	
Collection of accounts receivable	9,915	(Note 2)
	<u>99,915</u>	
Disbursements		
Rent expense	67,139	
HST charged on disbursements	9,300	
Insurance	7,456	
Utilities	1,720	
Change of locks / Security	1,135	
Postage, photocopies and courier	768	
Software license fee	550	
Mail redirection	253	
Filing fees with Official Receiver	140	
Travel and parking	108	
	<u>88,569</u>	
Actual net receipts over disbursements	\$ 11,346	
Less: Accrued disbursements to be paid		
Receiver's fees to August 31, 2019 (incl. HST and disb.)	(75,718)	
Legal fees of Aird & Berlis LLP to August 30, 2019 (incl. HST)	<u>(18,516)</u>	
Net receipts over disbursements after accounting for accrued disbursement not yet paid	\$ (82,888)	

Notes:

- (1) The Receiver is holding in Trust a deposit which it received from Danbury Global Ltd. pursuant to the Liquidation Services Agreement (the "Deposit"). The Deposit is not reflected on this statement.
- (2) Balance does not include a payment of \$5,460.30 made by one of Noreast Foods Ltd.'s customers directly to its TD Bank account via wire payment. Noreast Foods Ltd.'s TD bank account has been converted to a deposit only account.

APPENDIX “O”

**ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]**

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

RECEIVER CERTIFICATE

CERTIFICATE NO. 1

AMOUNT \$90,000.00

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties Noreast Foods Ltd. and Aerdon Continental Corp. (collectively the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 26th day of July, 2019 (the "Order") made in an action having Court file number CV-19-00621751-00CL, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$90,000.00, being part of the total principal sum of \$250,000.00 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 monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of three per cent (3%) above the prime commercial lending rate of the Toronto Dominion Bank from time to time.

3. Such principal sum with interest thereon is, by the terms of the 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, 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 Toronto, 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.

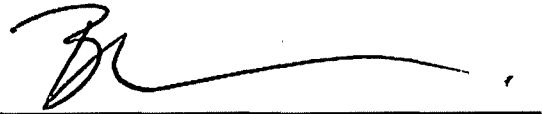
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

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 the 6th day of August 2019.

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

Per:

A handwritten signature in black ink, appearing to be 'B. Gelman', written over a horizontal line.

Bryan Gelman

Authorized Signing Officer

APPENDIX “P”

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP

Respondents

APPLICATION UNDER Section 243 of the *Bankruptcy and Insolvency Act* R.S.C. 1985, C. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C. 43

RECEIVER'S AFFIDAVIT OF FEES

I, Bryan Gelman, of the City of Toronto, make oath and say as follows:

1. I am a Principal and Director of Albert Gelman Inc., Receiver of Noreast Foods Ltd. and Aerdon Continental Corp. ("**Receiver**"), and as such have knowledge of the facts herein deposed to.
2. The Receiver has prepared its invoice in connection with its fees as follows:
 - a. An account dated August 31, 2019 for the period of July 26 to August 31, 2019 of \$66,866.00, plus HST thereon.
3. A summary of the Receiver's time by staff member is as follows:

Staff member	Position	Hours		Total
		worked	Hourly rate	
Bryan Gelman, CIRP, LIT	Principal	84.4	390.00	32,916.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Manager	14.8	350.00	5,180.00
Suzette Warner, CFE, CPA, CGA, FCCA	Associate	89.4	209.30	18,711.00
Ashley Smithson	Estate Administrator	73.4	135.00	9,909.00
Daphna Cherniak	Estate Administrator	1.5	100.00	150.00
		<u>263.5</u>	<u>253.76</u>	<u>66,866.00</u>

4. The Receiver's total fees are \$66,866, its total hours spent is 263.5 and, therefore, its average hourly rate is calculated to be \$253.76.
5. The Receiver's accounts, including detailed time docket, are attached hereto as **Exhibit "A"**.
6. This Affidavit is made in support of a motion to approve the accounts of Albert Gelman Inc. and for no improper purpose.

SWORN before me at the City of Toronto in the Province of Ontario this 5 day of September, 2019.

)
) 
)

Bryan Gelman



A Commissioner, etc.

Thomas John McElroy, a
Commissioner, etc., Province of
Ontario, for Albert Gelman Inc.
Expires February 8, 2022.

ALBERT GELMAN

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/26/2019	BGELMAN	Prepare for commencement of receivership, draft letter to RBC, instructions to Suzette and Ashley re WEPPA administration, post receivership case website and orders, email to Ben Chen with receivership order; (1.6) calls to Ben Chen, arrange for lock change, arrange for equipment inspection and shut down by Adam Moskowitz, attend Premises met by Ben Chen's father to allow access and shut down boilers, inventory of trucks and vehicles, photographs of assets, co-ordinate cleaning of spoiled food inventory and cleanup of rotting food remnants, bring equipment on trucks into facility to safeguard, calls with Ben Chen, prepare to do list with Ashley and Suzette, initial mail forwarding, post notices on doors, email to Ben Chen re landlord. (5.0 hrs) Emails with Liquidators to submit proposals for marketing and sale of equipment; (0.7)	7.30	\$390.00	\$2,847.00
7/26/2019	SWARNER	Preparation for site attendance re receivership ; Prepared Notice for posting at premise ; Prepared file jackets and labels (1.2) ; Attended 1170 Birchmount for meeting with B Gelman and A Smithson to take possession per Court Order; Met with Ben Chen's father and conducted walk through ; take photograph of factory and admin offices; Inspect drawers and office for accounting records ; Discuss with locksmith the changing of locks and keys requirements ; Posting of notices of receivership; initiated mail forwarding with Canada Post	6.20	\$275.00	\$1,705.00
7/26/2019	ASMITHSON	Attended debtor's premises to assist in securing assets; other details are listed in Bryan Gelman's dockets.	5.00	\$135.00	\$675.00
7/27/2019	BGELMAN	Consider and create plan for collection of accounts receivable; research contact information for Landlord and call to other tenant in building for information;	0.40	\$390.00	\$156.00
7/28/2019	BGELMAN	Draft email to Ben Chen re to-do list in preparation for meeting with him on Monday; emails with Adam Moskowitz re clean out of facility of spoiling food and shut down on fridges to conserve power;	1.40	\$390.00	\$546.00

Albert Gelman Inc. - 100 Simcoe Street, Ste. 125, Toronto, ON M5H 3G2 - Tel: 416 504 1650 - Fax: 416 504 1655 - albertgelman.com

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Date	Client	Description	Hours	Rate	Amount
7/29/2019	BGELMAN	Attend at premises of Noreast; attempted call to Landlord a(no answer and no voice mail); Call with Adam Moskowitz re timing for clean up of food remnants; Review and approval of food clean up contract and vehicle contract with Platinum Appraisals; prepare A/R collection and data sheet for Ashley and instructions to her to prepare for meeting with Ben Chen; call with Mike Coverdale (neighboring tenant) re landlord information; call and emails with Roger at Century Services; Call with Pravin Gandhi (Landlord rep) to advise of receivership and draft letter to him re same; Attend 3 hour meeting with Ben Chen, Suzette Warner and Ashley Smithson (both of AGI) re to list and review of checklist; Instructions following meeting re next steps to Suzette and Ashley re delegation of tasks; Meeting with Ellie and Neil from Platinum Assets re turnover of vehicle and walk through of premises to discuss contract to remove food items and drain water from equipment;	7.50	\$390.00	\$2,925.00
7/29/2019	ASMITHSON	Looked up all receivables address on the Internet. Ben Chen to review the addresses to confirm if they are accurate and assist with any I was unable to locate. 1.5 hours; Attended on site Bryan Gelman, Suzette Warner and Ben Chen. Went through checklist with Ben Chen to discuss the ownership, insurance and location of vehicles, the brokers used to purchase equipment as well as hydro and Enbridge details (account numbers etc.). Also discussed Ben completing records of employment for his employees, payroll for 2018 and 2019, as well as providing contact information for his employees to complete the WEPPA report and a full list of his creditors and receivables. For further details on this meeting please refer to the docket of Bryan Gelman. 4.5 hours;	6.00	\$135.00	\$810.00
7/29/2019	SWARNER	Preparation for meeting at 1170 Birchmount ; Meeting with Chen, Gelman (0.5), and Smithson and conducted detailed review of Receivers checklist and compile listing of follow-up items (4.5) ; Call Toronto Hydro regarding disconnection notice and Prepared and send letter to Toronto Hydro regarding Receiver's appointment and request account in Receivers name etc. (0.8)	5.80	\$275.00	\$1,595.00

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Date	Client	Description	Hours	Rate	Total
7/30/2019	SWARNER	Prepared detailed follow-up email to Ben Chen as per meeting of July 29, 2019 (0.7) Received and respond to calls and emails to Upack regarding Bins at facility (0.5) ; Call to the cooperators insurance regarding policy and claim status and follow-up email to Amy Wang regarding same(0.6); Prepared and send letter to Enbridge regarding receivership and account transfer (0.5) ; Prepared and issued property proof of claim form to Upack along with instructions for completion (0.3) ; Update call with B Gelman regarding creditors and update of client file in ASCEND and mails collected from unit 1 (0.1); Received, considered and respond to email form insurance company regarding cancellation of policies.(0.4)	2.90	\$275.00	\$797.50
7/30/2019	BGELMAN	Attend at premises for meeting with Liquidator to view equipment to provide liquidation and sales proposal; Meeting with second liquidator; meeting with father to Ben Chen re acceptance of keys to trucks and coordinate pick up by Adam Moskowitz; call and emails with Mark at U-Pak re third party property; Update calls with Suzette re insurance; meeting with Neighboring tenant re mail pick up; review and conversion of Ascend file; review of Desjardin insurance cancellation letters; review emails re cancellation by Co-Operators;	4.60	\$390.00	\$1,794.00
7/30/2019	ASMITHSON	Enter creditors listing into Ascend database re notices to creditors;	1.00	\$135.00	\$135.00
7/31/2019	ASMITHSON	Reviewed VIN numbers for all vehicles owned by Noreast to validate of they match the PPSA search results and saved all ownership to the file. 0.8 hours; continue to entered all creditors into our system and looked up addresses for each; 1.2 hours;	2.00	\$135.00	\$270.00

ALBERT GELMAN

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

7/31/2019	BGELMAN	Continue to prep asset listing with pictures for liquidators and email to liquidator; review of vehicle information and cross check to PPSA; Calls with Ellie Marshall at Platinum re update on cleaning of facility; Review of PPSA lease letters; Email to Ben Chen re turnover of Camaro; prepare creditors listing for Notice of Receiver; Email to TD bank re amount owing for their debt; Call with Jack and Peter at TD re receivers borrowing; prepare funding request; prepare insurance survey form and vacancy and email to FirstBrook Cassie to initiate insurance and call with her re same; Attend conf call with Kyle Plunkett and Shakaira John re next steps and lack of records; update call with Peter Henke re status of insurance, A/R collection and status of landlord; Email to Insolvency Insider re notice to build awareness; Draft A/R collection letter and obtain comments from Kyle Plunkett; Call with Kyle P re rent due and review of rental statement from landlord; Email to Mark Thomson from U-Pak re pick up of third party property;	6.60	\$390.00	\$2,574.00
7/31/2019	SWARNER	Follow-up email to Cooperators Insurance regarding policy cancellation documents ; Call to Desjardins regarding status of insurance policy per letter obtained in the mail (0.5)I ; lengthy Call to Enbridge regarding account transfer and set-up and confirmed account will be set-up effective July 26, 2019 (0.4) Lengthy Calls to Toronto Hydro regarding account transfer request and resubmit email which is still not reflected on their system and resubmit documents via email and fax to prevent disruption of service ; Follow-up call to RBC regarding freezing of account; Received returned call from Tara Hudson, RBC branch manager regarding letter sent on July 26, 2019. Letter resent to her via email ; (0.7)	1.60	\$275.00	\$440.00
8/1/2019	SWARNER	Prepared summary of equipment listing detailing vehicle info and secured interest; Received and respond to email form the Co-operators ; Call to Customer Broker, office closed and follow-up to be done ; Follow-up call to Desjardin regarding insurance policy and request a copy of policy that was under written;	0.70	\$275.00	\$192.50

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019

Invoice No: <2479-1>

Billing Through: Aug 31, 2019

File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Date	Client	Description	Hours	Rate	Total
8/1/2019	BGELMAN	Review of Opinion letter from Aird & Berlis on TD security; attend at premises re meeting with cleaning crew supervisor re status of clean up; meeting with 3rd liquidator re walk through and request for proposal; Meeting with 4th liquidator re request from proposal; Assist Ashley to finalize accounts receivable form letters to customers and requests of Ben Chen; Call with Pravin (representative of landlord) re rent schedule and next steps for occupation rent; Respond to email from Hitachi (vehicle lessor) to request leasing documents; Email to Adam Moskowitz re values for vehicles; review of vehicle summary prepared by Suzette Warner; Call with Jack from TD Bank re banking information; email to landlord to confirm details of occupation rent; Review of customer delivery slips and email to Ben Chen re same and other outstanding information;	4.50	\$390.00	\$1,755.00
8/1/2019	ASMITHSON	Reviewed and printed accounts receivable letters and labels, prepared envelopes and registered slips for each and took them all to the post office. Once returned co related each slip with a copy of the letter sent.	2.50	\$135.00	\$337.50
8/2/2019	ASMITHSON	Spoke to Eileen (customer) re A/R re process and that funds are now to be sent to Receiver; (0.3) Mailed out balance of notices to all creditors of Noreast (1.0)	1.30	\$135.00	\$175.50
8/2/2019	SWARNER	Review of PPSA searches for Noreast & Aerdon second staff review on creditors list and prepare draft Notice of Statement of Receiver; (1.0) Filing of both Notice & Statement of Receiver with the OSB by fax; travel to premises for meeting with Ben Chen to turn over delivery slips and discussion re next steps on invoicing of customers; (2.5)	3.50	\$275.00	\$962.50
8/2/2019	BGELMAN	call with Peter Henke re update; Prepare statutory notice of receiver for Noreast Foods Ltd. and Aerdon Continental Corp; receive calls from 4 customers re A/R letters; Email with TD account rep re their client asking for equipment list; Revisions to notice in Insolvency Insider; update from Suzette re meeting with Ben Chen; review of emails from Ben Chen re production of A/R information; Review of schedule provided by Ben Chen re units sold by customer; call with Ben re same; review CBW National leasing lease and the 5 vehicle corresponding reports and files in system, review of PPSA re same;	3.80	\$390.00	\$1,482.00
8/3/2019	BGELMAN	Email to banker on behalf of their client (prospective purchaser); Create prospective purchaser log;	0.20	\$390.00	\$78.00

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/6/2019	ASMITHSON	Met with Bryan and Suzette to review Accounts Receivable spreadsheet provided by Bin Chen last Friday and to coordinate the amounts owed to each; Finalize outstanding A/R letters and attend to calls with (5) customers re accounts receivable Foodmart, Sunny Supermarket, New City, Kowloon Supermarket and Ajax Foodmart) (1.0) Also assisted in manually sorting through delivery slips for June and July of 2019 (1.3);	2.30	\$135.00	\$310.50
8/6/2019	BGELMAN	Calls with Adam and Ellie (at Platinum) re final clean up details and vehicle values; Respond to enquiries from prospective purchasers (3) and calls/emails with them; Internal meeting with Suzette and Ashley re sales and product delivery database from Ben Chen and next steps for A/R collection; Assist Ashley with answering questions regarding collection and balance of invoicing, and sign collection letters; Update call from Jack Borges re advance to receiver, A/R collection and Ben Chen production of records; Review of property claim from U-Pak and email to Mark to co-ordinate pick up; Email to Liquidators re equipment list and pictures; Meeting with Suzette re review of delivery slips and delivery reconciliation for 2019 and next steps for invoicing for May, June and July 2019; co-ordinate meeting with Ben Chen re invoicing and other matters; Review of insurance coverage and requisition payment of invoice; Review of vehicle values on opinion of value provided by Platinum Asset Services; Authorize release of Hitachi leased truck; Prepare requisition of payment of rent from July 26 to August 31, 2019; Call with Landlord rep re payment of rent; Update call with Kyle Plunkett re consideration and planning for court approval of liquidation agreement; Prepare Receiver certificate #1 for TD Bank;	4.10	\$390.00	\$1,599.00
8/6/2019	SWARNER	Meeting with B Gelman & A Smithson to discuss AR and next step ; Call with B Chen to discuss tally sheet with customers sale ; Call to Kass Cargo VM says not open ; manually Sorting of delivery slips in chronological order; identification of some customer deliveries and reconciliation to tally sheet provided by Ben; (REDUCED RATE FOR A/R COLLECTION to \$165/hr.);	6.20	\$165.00	\$1,023.00

ALBERT GELMAN

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019

Invoice No: <2479-1>

Billing Through: Aug 31, 2019

File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/7/2019	BGELMAN	Letter to Landlord; call with Liquidator and email re-equipment list; Respond to email from customer about payment (Grant's Supermarket); Call with another liquidator and email re same; Instructions to property manager re attendance at premises; Attend at premises re meeting with U-Pak and meeting with Suzette and Ben Chen re A/R collections; (1.6) Attend meeting with Ben Chen and Suzette re A/R, T4 and ROE review; (3.8 incl 0.7 of travel)	5.40	\$390.00	\$2,106.00
8/7/2019	ASMITHSON	Corresponding with 3 accounts receivable companies (B Trust, Centra and Foody Mart)	0.50	\$135.00	\$67.50
8/7/2019	SWARNER	Call with CRA officer assigned to Noreast file and discuss status of corporate tax accounting and CRA requirement regarding trust examination; Continued reviewing and sorting through delivery slips June 2019 and tally schedule in preparation for meeting with B Chen (1.8); Attend meeting with Ben Chen and Bryan re A/R, T4 and ROE review; (3.8)	5.60	\$275.00	\$1,540.00
8/8/2019	BGELMAN	Return call to prospective purchaser and email; sign amended site clean up proposal; Review of auction proposals and offer to purchase assets; communications with TD bank representatives and counsel to TD; Prepare proposal analysis and comparison document;	3.00	\$390.00	\$1,170.00
8/8/2019	ASMITHSON	Separated delivery slips for May 2 hours; Prepared and sent an additional A/R letter 0.3	2.30	\$135.00	\$310.50
8/8/2019	SWARNER	Continue to sort through and review/entry of customer delivery slips for June 2019 in order to decipher sales journal provided Ben Chen with customer acronyms that he didn't know; revisions to excel module in order to generate invoice for June 2019; (REDUCED RATE FOR A/R COLLECTION to \$165/hr);	7.50	\$165.00	\$1,237.50
8/9/2019	ASMITHSON	Review and sorting of delivery slips for May 2019 in preparation for entry into data ledger;	1.50	\$135.00	\$202.50

Noreast Foods Ltd.
 c/o Albert Gelman Inc., Court Appointed Receiver
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

8/9/2019	BGELMAN	Meeting with Terrence Jacobs (liquidator) at premises re tour and discussion for liquidation proposal; Call with Liquidator; Calls with another liquidator re: auction proposal and details; Call with third liquidator re proposal agreement and going through questions; Execute release re National Leasing 5 trucks and direct them to Platinum for vehicle pickup; Continue to review auction proposals and update scenario analysis; Update call with Jack Borges; call with Suzette Warner re A/R collection process, results of June delivery slip entry and instructions for training for Ashley to take over data entry to be supervised by Suzette, discuss A/R ledger and next steps;	4.30	\$390.00	\$1,677.00
8/9/2019	SWARNER	Continued deciphering of sales journal and delivery slips provided by Ben Chen with customer acronyms that he didn't know; revisions to excel module in order to generate invoice for June 2019; Commence training of Ashley to update and input sales/delivery slips for May and July 2019 in order to generate sales invoices; (REDUCED RATE FOR A/R COLLECTION to \$165/hr.);	7.50	\$165.00	\$1,237.50
8/12/2019	SWARNER	Continued training of Ashley re entering of sales data for May & July 2019 (0.5) Received call from Home Comfort regarding water cooling units and discuss procedure for claiming these property and email to him the relevant property POC (0.3) ; Call from CRA regarding HST returns and request a copy of the return filed to be faxed to us. (0.3) ; Review WEPPA schedule provided by Ben and email him accordingly with follow-up questions; Prepared WEPPA letter rand WEPP proof of claim form for employees (0.9); Follow-up email to RBC regarding information request (0.1) ; Received and review HST returns from CRA and discuss with B Gelman (0.1)	2.20	\$275.00	\$605.00
8/12/2019	BGELMAN	Calls with Kyle Plunkett and Farooq (both at Aird & Berlis re lease and fixtures); Calls with liquidator re auction proposal; continue to review proposals and prepare auction analysis; (1.5) call with Jack and Peter at TD Bank re same; review of HST fax from CRA and email to Ben Chen re same; (1.1) Review of draft proposal with liquidator and call to him re same; Update scenario analysis; (1.5)	4.10	\$390.00	\$1,599.00
8/12/2019	ASMITHSON	Entering of data slips/sales data in preparation for generating invoices for July	3.00	\$135.00	\$405.00

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Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/13/2019	ASMITHSON	Continued entering data slips/sales data in preparation for generating invoices for July 2019 3 hours; Organized May statements by date to prepare for generating invoices 1 hour; Entered data slips/sales data in preparation for generating invoices for May 2019 1 hours	5.00	\$135.00	\$675.00
8/13/2019	SWARNER	Follow-up email to B Chen regarding WEPPA administration ; Received and review email from Way Fong LLC and send email accordingly ; Telephone call with Gary from Woy Fong LLC regarding AR outstanding amounts and request a print of their AP ledger for reconciliation ; Received and reviewed ledger from Way Fong LLC and telephone call with B Chen to verify nature of Trading and told BCB Canada did the invoices ; Call BCB Canada and USA regarding export/import for Way Fong in order to obtain information on invoices ; Email notice of receivership and court order to BCB USA; Call to The Co-operators regarding claim and left msg from Tino Russo ; Provide instructions and clarification to Ashley on data entry for sales/delivery slips (0.5) Prepared and post journal entry to reflect direct deposit by T&T	1.70	\$275.00	\$467.50
8/13/2019	BGELMAN	Research Water Well decommissioning and email to Ben Chen re same; call to company for quote; Calls with Don Lee at Danbury re carve out for sale enbloc; Emails with Mason Lai at Amy Wang Insurance broker to be added to policy and other details regarding status of claims; Respond to customer re A/R enquiry; (1.4) Prepare and attend meeting at TD Bank and with counsel (by video call) to discuss options re realization of equipment and methods of sale / options; (1.7) Correspondence with prospective purchaser; update call with Suzette Warner re status of data sheet for invoicing; (0.4)	3.50	\$390.00	\$1,365.00
8/14/2019	ASMITHSON	Entered data slips/sales data in preparation for generating invoices for May	2.50	\$135.00	\$337.50
8/14/2019	SWARNER	Received call from Tino Russo re loss claim for Noreast and discuss status of claim ; Prepared detailed email to Tino confirming discussion and request for a copy of loss claim submitted etc.; Reviewing of sales/delivery spreadsheet updated by Ashley and providing further instructions and training on how to missing delivery slips and associated prices	1.50	\$275.00	\$412.50

Noreast Foods Ltd.
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 Toronto, ON M5H 3G2

Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/14/2019	BGELMAN	Review email from Amy Wang and email to her re same; Review of Noreast and Aerdon insurance policy held with Co-Operators; Update with Suzette re claims adjuster; call to Water Well De commissioning company; Attend at premises re meeting with Ari Shomair and Mark for inspection of assets; Email to Peter and Jack;	2.80	\$390.00	\$1,092.00
8/15/2019	BGELMAN	Execute release for Hitachi Truck and email to Adam Moskowitz re same; Review of property claim and calls & email to Colin at Home Comfort Center; Call with Wilson Well o discus decommissioning of well; Update call with Peter and Jack; finalize option analysis for selection of liquidation proposal; email to TD Bank re same; (1.5) attend meeting with Suzette Warner and Ashley Smithson at AGI re update on delivery slip review and analysis; Prepare calculation and requisition for rent for September 2019. (0.7)	2.20	\$390.00	\$858.00
8/15/2019	ASMITHSON	Continued to review and sort delivery slips for June of 2019 and entered in entries that were not in the data ledger 5 hours; Met with Bryan and Suzette for an update on the status of the invoices/ data slips;	5.50	\$135.00	\$742.50
8/15/2019	SWARNER	Providing further assistance and instructions to Ashley regarding entering of deliver slip/ sales data (1.1); Call with Ben Chen regarding identification of customers for delivery slips not previously entered on tally sheet he provided (0.2); Received login detail for accounting email from Ben and access and commence review of emails for suppliers of equipment and any HST related invoices (1.8); Obtained contact detail for KASS Cargo and call to Radley regarding receivership and information request ;and send Follow-up email to Radley with Court order and notice (0.5); Email to CSP water Treatment for customer statement reflecting all invoices for the purpose of HST verification(0.2) ; Meeting with B Gelman & A Smithson to discuss entry of deliver slips / sales data and next steps	4.30	\$275.00	\$1,182.50
8/16/2019	ASMITHSON	Entered in invoices for May of 2019 not initially listed in preparation for generating invoices.	4.50	\$135.00	\$607.50
8/16/2019	BGELMAN	Calls with Suzette re A/R collection, WEPPA and other matters; Call with Adam Moskowitz re vehicles in storage;	0.40	\$390.00	\$156.00

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Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

8/19/2019	ASMITHSON	Finished entering in invoices for May of 2019 not initially listed in preparation for generating invoices. 1.5 hours Entered invoices for July of 2019 not initially listed in preparation for generating invoices 3 hours	4.50	\$135.00	\$607.50
8/19/2019	BGELMAN	Update call with Kyle re his call with Robert, counsel to Christine Xiu; email to Robert re equipment list; email and call with Iva at Corporate Assets; (0.5) Instructions to Rocco (property manager) re attendance at property; call with Jon Ordon re liquidation agreement and next steps; call with Ben Chen re his travel overseas and other matters such as A/R records and intent of third party to submit an offer for equipment; (0.9)	1.40	\$390.00	\$546.00
8/20/2019	TMCELROY	Discussions with B. Gelman re file matters and drafting of report to Court; Draft Receiver's report to Court; Review of TD application record;	3.00	\$350.00	\$1,050.00
8/20/2019	BGELMAN	Call with Tom McElroy re instructions for drafting report to Court and details for report; (1.0) return call to Christine Xiu;	1.30	\$390.00	\$507.00
8/21/2019	BGELMAN	Respond to email from Mike Coverdale (neighbor tenant); Review of draft liquidation services agreement; call with Jon Ordon re same and email to Kyle Plunkett re terms to revised and added; Review of CRA deemed trust claim and email memo to Kyle Plunkett re same; Review of summary of insurance and cancellation provided by Amy Wang Insurance Broker; Review and consider offer from Christine Xiu; Call with Peter Henke re offer from Christine;	2.10	\$390.00	\$819.00
8/22/2019	SWARNER	Call Toronto Hydro bill received and request for the bill to be corrected to exclude deposit charged, re fax and email letter and court order (0.5); detailed review of delivery slips/invoices entered and May 2019 and add missing details and relevant price calculation; (REDUCED RATE FOR A/R COLLECTION to \$165/hr.);	6.30	\$165.00	\$1,039.50
8/22/2019	BGELMAN	Call with Avvy Go (employment lawyer) for 8 employees and email to her re same; Review of changes to Liquidation Services Agreement by Kyle Plunkett and further changes and modifications;	1.50	\$390.00	\$585.00
8/22/2019	ASMITHSON	Separated invoices by company name for May of 2019 in preparation for generating invoices 1 hour; Began to review May invoices to try to allocate them to the proper company in preparation for creating invoices 1.5 hours;	2.50	\$135.00	\$337.50

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Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/23/2019	TMCELROY	Draft report to Court;	0.40	\$350.00	\$140.00
8/23/2019	BGELMAN	Call with Shall You at TD Bank re her client; Review and further changes to Liquidation Services Agreement; Email to Jack and Peter re next steps; Email to Danbury with draft service agreement; Review of lease agreement equity calculation for Oxford and Meridian OneCap and instructions to counsel to send release letters;	1.10	\$390.00	\$429.00
8/23/2019	ASMITHSON	Reviewed May invoices by code in order to allocate them to the proper company in preparation for creating invoices.	3.00	\$135.00	\$405.00
8/23/2019	SWARNER	Received call from Danbury regarding access to premises ; email discussion with B Gelman accordingly ; continued detailed review of delivery slips/invoices entered and May and June and add missing details and relevant price calculation; (REDUCED RATE FOR A/R COLLECTION to \$165/hr);	6.40	\$165.00	\$1,056.00
8/25/2019	BGELMAN	Commence drafting report to Court;	2.00	\$390.00	\$780.00
8/26/2019	TMCELROY	Prepare affidavit of fees; Prepare interim SRD; Discussions with B. Gelman re Confidential Report; Review of asset appraisal and liquidation agreement; Draft Confidential Report;	3.90	\$350.00	\$1,365.00
8/26/2019	BGELMAN	Continue drafting First Report to Court; Instructions to Tom McElroy for drafting schedules and First Confidential Report; Call with Counsel for clarity on certain matters;	6.30	\$390.00	\$2,457.00
8/26/2019	ASMITHSON	Continued to review May invoices by code in order to allocate them to the property company in preparation for creating invoices.	4.00	\$135.00	\$540.00
8/26/2019	DCHERNIAK	Assembled Wepp mailing;	1.50	\$100.00	\$150.00
8/26/2019	SWARNER	Received and respond to email from CSP Water Treatment regarding status of receivership ; continued detailed review of delivery slips/invoices entered and June 2019 and add missing details and relevant price calculation and identifying slips for further translation (5.8) ; email to K Plunkett regarding assistance with translating unidentified slips; (REDUCED RATE FOR A/R COLLECTION to \$165/hr);	6.20	\$165.00	\$1,023.00

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 100 Simcoe St. Suite 125
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Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Date	Client	Description	Hours	Rate	Total
8/27/2019	ASMITHSON	Added invoices details for May and July which we were able to match to the accounts receivable by code 2 hours; Input additional invoices for July of 2019 1.5 hours; Batched July of 2019 by creditor in preparation for preparing invoices 2 hours;	5.50	\$135.00	\$742.50
8/27/2019	TMCELROY	Continue drafting Confidential Report;	3.90	\$350.00	\$1,365.00
8/27/2019	SWARNER	Received and respond to email from Toronto Hydro regarding hydro account set up ; follow-up email to Kass Cargo regarding HST documents ; follow-up email to RBC regarding copies of bank statements ; Continued detailed review of delivery slips/invoices entered and July 2019 and add missing details and relevant price calculation (5.5) (REDUCED RATE FOR A/R COLLECTION to \$165/hr);	5.90	\$165.00	\$973.50
8/27/2019	BGELMAN	Review of auction agreement; Call with Peter re update on en-bloc provision; calls with Jon Order; review of list of assets; execute Liquidation Services Agreement and emails to Jon re agreement and truck; coordinate showing with prospective buyer and emails re same; 2.2	2.20	\$390.00	\$858.00
8/28/2019	TMCELROY	Draft and comments to B. Gelman re First Report to Court; Review and comments to B. Gelman re draft form of Order;	3.20	\$350.00	\$1,120.00
8/28/2019	ASMITHSON	Reviewed invoices and entered the customer number for accounts to which Ben has provided us with a name for.	3.00	\$135.00	\$405.00
8/28/2019	SWARNER	Continued detailed review of delivery slips/invoices entered and July 2019 and add missing details and relevant price calculation (3.5); Received and reviewed Email with additional customer identification from Ben and instruct Ashley Accordingly ; Call with Lu Damian of Aird & Berlis regarding document translation ; (REDUCED RATE FOR A/R COLLECTION to \$165/hr);	3.90	\$165.00	\$643.50
8/28/2019	BGELMAN	emails to liquidators to advise of appointment of Danbury. Correspondence with Jon Ordon re next steps.	0.40	\$390.00	\$156.00
8/29/2019	TMCELROY	Prepare and execute insurance change form re two owned vehicles; Email to insurance broker;	0.40	\$350.00	\$140.00

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Invoice

Invoice Date: Aug 31, 2019
Invoice No: <2479-1>
Billing Through: Aug 31, 2019
File ID: NOREASTFOODS-R:

Re: Receivership of Noreast Foods Ltd. & Aerdon Continental Corp.

Date	Staff	Description	Hours	Rate	Amount
8/29/2019	SWARNER	Meeting with Damian Lue and A Smithson regarding document translation and directions to A Smithson in entering slips translated; (REDUCED RATE FOR A/R COLLECTION \$165/hr);	3.50	\$165.00	\$577.50
8/29/2019	ASMITHSON	Met with Damian Lu in order to reconsider invoices which we were unable to understand the names of 3 hours; Input the names for all of the invoices which David was able to provide us with names for 3 hours;	6.00	\$135.00	\$810.00

Total Fees: \$66,866.00
HST: \$8,692.58

Summary by Staff:

Staff	Hours	Rate	Amount
Ashley Smithson (Estate Administrator)	73.40	\$135.00	\$9,909.00
Bryan A. Gelman (Principal, CIRP LIT)	84.40	\$390.00	\$32,916.00
Daphna Cherniak (Estate Administrator)	1.50	\$100.00	\$150.00
Suzette Warner (Associate, CFE, CPA, CGA, FCCA)	89.40	\$209.30	\$18,711.00
Tom McElroy (Mgr, CPA, CA, CBV, CIRP, LIT)	14.80	\$350.00	\$5,180.00

Disbursements:

Non-Taxable Disbursements

SEARCH FEES: \$16.00

Taxable Disbursements

TRAVEL: \$126.90

Total Disbursements: \$142.90
HST: \$16.50

Amount Due This Invoice: \$75,717.98

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$67,008.90
TOTAL HST:	\$8,709.08
TOTAL AMOUNT DUE:	\$75,717.98

Payment of this account is due on receipt
 HST Registration # 83741 9514 RT0001

HST No. 83741 9514 RT 0001

APPENDIX “Q”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

Respondents

**AFFIDAVIT OF SHAKAIRA JOHN
(sworn September 4, 2019)**

I, **SHAKAIRA JOHN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

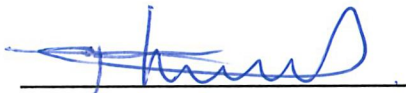
1. I am a lawyer at Aird & Berlis LLP and, as such, I have knowledge of the matters to which I hereinafter depose. Aird & Berlis LLP is acting as counsel for Albert Gelman Inc. (“**AGI**”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties of each of Noreast Foods Ltd. and Aerdon Continental Corp. (together, the “**Debtors**”).
2. Aird & Berlis LLP has prepared a statement of account in connection with its mandate as counsel to the Receiver, detailing its services rendered and disbursements incurred, namely:

(a) an account dated August 30, 2019 in the amount of \$18,516.30 (including HST and disbursements) in respect of the period from July 29, 2019 to August 28, 2019.

(the “**Statement of Account**”). Attached hereto and marked as **Exhibit “A”** to this Affidavit is a copy of the Statement of Account. The average hourly rate of Aird & Berlis LLP is \$530.38.

3. Attached hereto and marked as **Exhibit “B”** to this Affidavit is a chart detailing the lawyers, law clerks and articling students who have worked on this matter.
4. This Affidavit is made in support of a motion to, *inter alia*, approve the attached accounts of Aird & Berlis LLP and the fees and disbursements detailed therein, and for no improper purpose whatsoever.

SWORN before me at the City of)
Toronto, in the Province of Ontario)
this 4th day of September, 2019)



A commissioner, etc.

Kyle B. Plunkett



SHAKAIRA JOHN

Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF SHAKAIRA JOHN

Sworn before me

this 4th day of September, 2019

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to be the name of the Commissioner.

Commissioner for taking Affidavits, etc

IN ACCOUNT WITH:

AIRD BERLIS

Brookfield Place, 181 Bay Street, Suite 1800
Toronto, Ontario, Canada M5J 2T9
T 416.863.1500 F 416.863.1515
airdberlis.com

Albert Gelman Inc.
125 - 100 Simcoe Street
Toronto, ON
M5H 3G2

Attention: Mr. Bryan Gelman

Account No.: 644270

PLEASE WRITE ACCOUNT NUMBERS
ON THE BACK OF ALL CHEQUES

File No.: 40619/151304

August 30, 2019

Re: Noreast Foods Ltd.

FOR PROFESSIONAL SERVICES RENDERED on your behalf throughout the period ended August 28, 2019:

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
SLJ	29/07/19	\$340.00	1.00	\$340.00	Discussion w/ K. Plunkett re next steps; Review PPSA searches; Compile list of lessors
KBP	29/07/19	\$475.00	1.20	\$570.00	Attend call with client to discuss administrative matters and leases; instruct S. John regarding same; review and consider emails from E Golden; provide comments on draft email to Landlord; review lease agreement.
SLJ	30/07/19	\$340.00	0.80	\$272.00	Draft letters to lessors; Discussion w/ K. Plunkett re same
KBP	30/07/19	\$475.00	1.10	\$522.50	Review and respond to various emails from client regarding administration matters; review and provide comments on draft letter to lessors; email to H. Manis; attend calls with B. Gelman to discuss marketing and liquidation offers.
SLJ	31/07/19	\$340.00	2.50	\$850.00	Draft letters to lessors; Emails regarding same; Call with K. Plunkett and B. Gelman re next steps; Review security opinion
KBP	31/07/19	\$475.00	1.30	\$617.50	Attend various calls with client to

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
					discuss next steps and lessor issues; review and provide comments on draft letters to lessors; review and respond to emails from E. Golden.
SLJ	01/08/19	\$350.00	0.50	\$175.00	Various emails re leases; Review PPSA searches
KBP	01/08/19	\$475.00	1.30	\$617.50	Review and respond to various emails from client regarding administration of receivership; review and consider lease matters and discuss same with client; instruct S. John; email exchange with E. Golden.
SLJ	06/08/19	\$350.00	3.00	\$1,050.00	Review lease documents; Compile chart re same; Calls with B. Gelman re same; Call with CWB re same; Draft releases re same; Various emails re same
KBP	06/08/19	\$475.00	0.40	\$190.00	Attend call with B. Gelman to discuss updates and general matters; review and consider draft vehicle releases; email exchange with S. John regarding same.
SLJ	07/08/19	\$350.00	0.50	\$175.00	Draft release re CWB; Various emails re releases
KBP	07/08/19	\$475.00	1.00	\$475.00	Review and respond to various emails from B. Gelman regarding updates on lease issue and liquidation efforts; review and respond to emails from E. Golden; attend call with B. Gelman.
SLJ	08/08/19	\$350.00	0.50	\$175.00	Review and revise service list; Revise CWB release; Various emails re same
KBP	08/08/19	\$475.00	0.70	\$332.50	Review and consider emails from B. Gelman regarding leasing matters; review and respond to emails from B. Gelman regarding bankruptcy and lease issues.
KBP	09/08/19	\$475.00	0.40	\$190.00	Email exchanges with B. Gelman regarding updates on administrative matters; email exchanges with E. Golden regarding security and updates.
DRE	12/08/19	\$850.00	0.30	\$255.00	Meeting with K. Plunkett

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
FG	12/08/19	\$495.00	1.10	\$544.50	Review the lease regarding removal of fixtures and improvements; Telephone discussion and email correspondence to client
KBP	12/08/19	\$475.00	1.40	\$665.00	Review and consider offers received from liquidator and prospective purchaser; email exchange with R. Kligerman; attend calls with B. Gelman to discuss lease issues; attend call with B. Gelman to discuss offer proposals.
JEM	13/08/19	\$215.00	0.10	\$21.50	Email to E. Golden re missing non-neg
KBP	13/08/19	\$475.00	1.10	\$522.50	Prepare and attend call with TD and legal to discuss proposed offers; attend follow up call with B. Gelman.
KBP	14/08/19	\$475.00	0.90	\$427.50	Review and respond to emails from B. Gelman regarding administration of receivership matters; attend calls with B. Gelman; review and consider emails from stakeholders.
DRE	16/08/19	\$850.00	0.20	\$170.00	Letter to A. Gelman re s.81 issues
DRE	16/08/19	\$850.00	0.40	\$340.00	Review sales analysis and appraisal
KBP	18/08/19	\$475.00	0.40	\$190.00	Attend call with R. Kligerman regarding offer to purchase; email exchange with client.
SLJ	19/08/19	\$350.00	0.50	\$175.00	Draft security opinion re Christie Xu
DRE	20/08/19	\$850.00	0.20	\$170.00	Confer with K. Plunkett on lease issue
SLJ	20/08/19	\$350.00	1.50	\$525.00	Draft security opinion re Christie Xu; Review lease documents re Oxford Leaseway; Draft release re same
KBP	20/08/19	\$475.00	0.30	\$142.50	Review and consider emails from client regarding security; attend call with B. Gelman.
DRE	21/08/19	\$850.00	0.20	\$170.00	Confer with K. Plunkett
HMF	21/08/19	\$800.00	0.20	\$160.00	Discussion with K. Plunkett re Deemed Trust; Review law and email to K. Plunkett

LAWYER	DATE	RATE/ HOUR	TIME	VALUE	DESCRIPTION
KBP	21/08/19	\$475.00	1.40	\$665.00	Attend call with B. Gelman to discuss revised offer from C. Xu; email to R. Kligerman; review and consider draft liquidation agreement; review and consider lease documents.
DRE	22/08/19	\$850.00	0.40	\$340.00	Review and revise auction agreement
SLJ	22/08/19	\$350.00	0.30	\$105.00	Telephone call with L. Bayliss re Oxford lease; Discussion with K. Plunkett re same
KBP	22/08/19	\$475.00	1.30	\$617.50	Review and provide comments on draft liquidation agreement; discuss same with client; review and respond to email from R. Kligerman; email exchanges with stakeholder parties.
SLJ	23/08/19	\$350.00	2.00	\$700.00	Telephone call with B. Gelman re leases; Review lease documents; Discussion with K. Plunkett re same; Various emails re same; Draft releases; Call with Toyota re lease.
KBP	23/08/19	\$475.00	1.10	\$522.50	Review and revise liquidation agreement to include comments from Danbury and B. Gelman; attend call with B. Gelman; review and consider various emails from S. John and B. Gelman regarding lease releases.
KBP	26/08/19	\$475.00	0.70	\$332.50	Review and respond to emails from client team regarding motion materials; attend call with B. Gelman to discuss upcoming motion; provide instructions to S. John to prepare motion materials.
SLJ	27/08/19	\$350.00	3.00	\$1,050.00	Draft fee affidavit; Draft notice of motion; Draft order
KBP	27/08/19	\$475.00	0.70	\$332.50	Draft and provide comments on draft fee affidavit; review and consider draft court materials.
KBP	28/08/19	\$475.00	1.10	\$522.50	Review and provide comments on draft Order; attend call with client; circulate draft order to client team; review and consider draft notice of motion.
TOTAL:			<hr/> 37.00	<hr/> \$16,218.00	

OUR FEE \$16,218.00
HST at 13% \$2,108.34

DISBURSEMENTS

Subject to HST

Deliveries/Parss	\$160.36	
Imaging/Scanning	\$3.00	
Photocopies - Local	\$4.75	
Total Disbursements		\$168.11
HST at 13%		\$21.85

AMOUNT NOW DUE \$18,516.30

SUMMARY

Name	Year of Call	Hours	Rate	Value
Shakaira L. John (SLJ)	01/07/17	16.10	\$347.33	\$5,592.00
Kyle B. Plunkett (KBP)	30/07/11	17.80	\$475.00	\$8,455.00
D. R. English (DRE)	01/01/80	1.70	\$850.00	\$1,445.00
Faruk Gafic (FG)	01/08/08	1.10	\$495.00	\$544.50
Jenaya E. McLean (JEM)		0.10	\$215.00	\$21.50
Harry M. Fogul (HMF)	01/01/75	0.20	\$800.00	\$160.00

THIS IS OUR ACCOUNT HEREIN
Aird & Berlis LLP



Kyle B. Plunkett
/ph
E.&O.E.

PAYMENT OF THIS ACCOUNT IS DUE ON RECEIPT

IN ACCORDANCE WITH THE SOLICITORS ACT, ONTARIO, INTEREST WILL BE CHARGED AT THE RATE OF 1.5% PER ANNUM ON UNPAID AMOUNTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS ACCOUNT IS DELIVERED.

GST / HST Registration # 12184 6539 RT0001

NOTE: This account may be paid by wire transfer in Canadian funds to our account at The Toronto-Dominion Bank, TD Centre, 55 King Street West, Toronto, Ontario, M5K 1A2. Account number 5221521, Transit number 10202, Swift Code TDOMCATTOR. Please include the account number as reference.

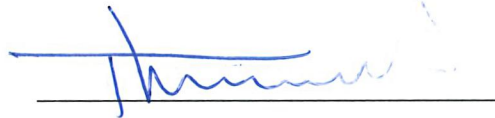
Attached is Exhibit "B"

Referred to in the

AFFIDAVIT OF SHAKAIRA JOHN

Sworn before me

this 4th day of September, 2019

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be a name, possibly "Shakaira John".

Commissioner for taking Affidavits, etc

STATEMENT OF RESPONSIBLE INDIVIDUALS

Aird & Berlis LLP's professional fees herein are made with respect to the following individuals

Lawyer	Call to Bar	Hrly Rate	Total Time	Value
Harry M. Fogul	1975	\$800.00	0.20	\$160.00
D. Robb English	1980	\$850.00	1.70	\$1,445.00
Faruk Gafic	2008	\$495.00	1.10	\$544.50
Kyle B. Plunkett	2011	\$475.00	17.80	\$8,455.00
Shakaira John	2017	\$347.33	16.10	\$5,592.00
Clerk/Student	Call to Bar	Avg Hrly Rate	Total Time	Value
Jenaya McLean	N/A	\$215.00	0.10	\$21.50

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**
Applicants

- and -

**NOREAST FOODS LTD. and AERDON CONTINENTAL
CORP.**

Respondents

Court File No. CV-19-00621751-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

AFFIDAVIT OF SHAKAIRA JOHN

AIRD & BERLIS LLP
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Kyle Plunkett (LSO # 61044N)
Tel: (416) 865-3406
Fax: (416) 863-1515
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Shakaira John (LSO # 72263D)
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Email: sjohn@airdberlis.com

*Lawyers for Albert Gelman Inc., in its capacity as the court-appointed
Receiver of Noreast Foods Ltd. and Aerdon Continental Corp.*

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**
Applicants

- and -

**NOREAST FOODS LTD. and AERDON CONTINENTIAL
CORP.**

Respondents

Court File No. CV-19-00621751-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceedings commenced at Toronto

FIRST REPORT OF ALBERT GELMAN INC.

AIRD & BERLIS LLP

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*Lawyers for Albert Gelman Inc., in its capacity as the court-
appointed Receiver of Noreast Foods Ltd. and Aerdon Continental
Corp.*

TAB 3

CONFIDENTIAL REPORT

(Subject to a request for a sealing order)

TAB 4

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) TUESDAY, THE 17th
JUSTICE _____) DAY OF SEPTEMBER, 2019

BETWEEN:

**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

Applicants

- and -

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

Respondents

ORDER

THIS MOTION, made by Albert Gelman Inc. (“AGI”), in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”), without security, of the assets, undertakings and properties (collectively, the “**Property**”) of Noreast Foods Ltd. and Aerdon Continental Corp. (collectively, the “**Debtors**”), for an Order, *inter alia*, (i) approving the first report of the Receiver dated September 5, 2019 (the “**First Report**”) and the activities of the Receiver set out therein; (ii) approving the fees and disbursements of the Receiver and its legal counsel; (iii) approving the First Confidential Report of the Receiver dated September 5, 2019 (the “**First Confidential Report**”) and the activities of the Receiver set out therein; (iv) approving the liquidation services agreement dated August 27, 2019 (the “**Liquidation Agreement**”) entered into between the Receiver and Danbury Global Ltd. (the “**Liquidator**”); (v) directing Kass Cargo International Inc.

(“Kass Cargo”) to produce to the Receiver any and all records in possession or control of Kass Cargo in relation to the import of certain machinery and equipment constituting Property; and (vi) sealing the First Confidential Report, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Motion Record of the Receiver, including the First Report and the appendices thereto, the First Confidential Report and the appendices thereto, the fee affidavit of Shakaira John sworn September 4, 2019 and the fee affidavit of Bryan Gelman sworn September 5, 2019, and on hearing the submissions of counsel for the Receiver and such other counsel as were present and listed on the Counsel Slip, no one else appearing for any other party named on the service list, although served as evidenced by the affidavit of Shakaira John sworn September 5, 2019, filed.

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that the time for service of this Motion and the Motion Record herein are properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF THE FIRST REPORT AND THE FIRST CONFIDENTIAL REPORT

2. **THIS COURT ORDERS** that First Report and the conduct and activities of the Receiver described therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. **THIS COURT ORDERS** that First Confidential Report and the conduct and activities of the Receiver described therein be and are hereby approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF INTERIM RECEIPTS AND DISBURSEMENTS

4. **THIS COURT ORDERS** that the Receiver's Interim Statement of Receipts and Disbursements for the period of July 26, 2019 to September 4, 2019, as set out in Appendix "N" of the First Report, be and is hereby ratified and approved.

APPROVAL OF FEES AND DISBURSEMENTS

5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver, being fees and disbursements totalling \$67,008.90 plus HST of \$8,709.90, totalling \$75,717.98 as set out in Appendix "P" to the First Report, are hereby approved.

6. **THIS COURT ORDERS** that the fees and disbursements of the Receiver's legal counsel, Aird & Berlis LLP, being fees and disbursements totalling \$16,386.11 plus HST of \$2,130.19, totalling \$18,516.30, as set out in Appendix "Q" to the First Report, are hereby approved.

APPROVAL OF LIQUIDATION AGREEMENT

7. **THIS COURT ORDERS** that the Liquidation Agreement, in form attached as Appendix "H" to the First Report, be and is hereby approved, and that the Receiver and the Liquidator are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the transaction contemplated therein.

PRODUCTION OF RECORDS

8. **THIS COURT ORDERS** that Kass Cargo be and is hereby directed to produce forthwith to the Receiver any and all records in possession or control of Kass Cargo in relation to the import of any of the Property of the Debtors into Canada, including, but not limited to, the Property described in the attached **Schedule "A"**, and any and all documentation evidencing the payment by the Debtors of HST to Canada Customs or the Canada Revenue Agency.

SEALING OF FIRST CONFIDENTIAL REPORT

9. **THIS COURT ORDERS** that the First Confidential Report and the appendices thereto be and are hereby sealed until the completion of the transactions contemplated in the Liquidation Agreement or further Order of this Court.

SCHEDULE "A"

#	QTY	DESCRIPTION	MODEL	S/N
1	2	THREE STATION, STAINLESS STEEL, PNEUMATIC TOFU PRESS (NOT IN SERVICE)	N/A	N/A
2	1	THREE STATION, STAINLESS STEEL, CURDING TANK (NOT IN SERVICE)	N/A	N/A
3	1	STAINLESS STEEL, HOMOGENIZER, 2013 (NOT IN SERVICE)	GJB- 1.5-25	130115
4	1	WALK-IN FRIDGE, 8' X 8' (APPROX.)	N/A	N/A
5	1	<u>FORCE MECHANICAL BEAN SPROUT WASHING LINE, 2017</u>	N/A	N/A
5A	1	STAINLESS STEEL, INCLINE, PRODUCT LOADING CONVEYOR	N/A	N/A
5B	1	STAINLESS STEEL, VIBRATORY SHAKER TABLE	N/A	N/A
5C	1	STAINLESS STEEL, DRYER (NOT IN USE)	N/A	N/A
5D	1	(4) STATION, STAINLESS STEEL, VIBRATORY SHAKER CONVEYOR	N/A	N/A
5E	1	CONTROL PANEL	N/A	N/A
5F	1	STAINLESS STEEL, COLD WATER, SPROUT WASH TANK AND CONTROL PANEL	N/A	N/A
5G	1	LOT OF CONTROL PANELS	N/A	N/A

5H	1	STAINLESS STEEL, OZONE MACHINE (NOT IN USE)	N/A	N/A
5I	1	STAINLESS STEEL BEAN SPROUT DRYING MACHINE (NOT IN USE)	N/A	N/A
6	1	HUALIAN , STAINLESS STEEL, SOLID INK, AERATING BAG SEALING MACHINE, 12M/MINUTE CAPACITY, WITH STAINLESS STEEL, CONVEYOR, 2015	FRMQ-980III	1121225100003
7	1	HUALIAN , BAG SEALING MACHINE WITH CONVEYOR, 2012	FRPM-8401	112112110191
8	1	EASY-KLEEN , GAS POWERED, HOT WATER, PRESSURE WASHER	EZO2703G	N/A
9	2	SCOTSMAN , STAINLESS STEEL, ICE MAKER WITH SCOTSMAN, B322S, ICE BIN, S/N 1202130013343	F0822A-1A	11041320010312 11031320017123
10	1	CUSTOM BUILT, 75' X 60' (APPROX.) (6) CHAMBER, HYDROPONIC GROW ROOM, OVERHEAD WATER SYSTEMS (ONLY (4) ROOMS CURRENTLY SET UP), CONTROL PANEL (EXPOSED NON-WATERPROOF LIGHT SWITCH)	N/A	N/A
11	5	CUSTOM BUILT, STAINLESS STEEL, SOAK TANK	N/A	N/A
13	1	HUALIAN , STAINLESS STEEL, AUTOMATIC VACUUM PACKAGING MACHINE, 160 CM X 60 CM X 80 CM MAXIMUM WORKSPACE, 2013	DZ600/2S	20133J12H
14	1	STAINLESS STEEL, AUTOMATIC, VACUUM PACKAGING MACHINE, 2016	DZ-600/25B	IT-2016-200
15	1	<u>SOY RAW MILK LINE</u>	N/A	N/A

15A	1	CUSTOM BUILT, (4) CHAMBER, SOAKING TANK WITH TRANSFER PUMP (RUSTED PIPES)	N/A	N/A
15B	1	BEAN GRINDING SYSTEM COMPRISED OF (1) LOADER WITH HOPPER, AUGER FEEDER, (2) SHANYOU, FSM-200AP, SOYMILK REFINER BEAN SLAG SEPARATORS, 2018, S/N 442M GRINDERS, TRANSFER AND HOLD TANKS, PUMPS, CONTROL PANEL	N/A	N/A
15C	2	HOT WATER HOLDING TANK	N/A	N/A
15D	1	CUSTOM BUILT, STAINLESS STEEL, TOFU CLOTH WASHING SYSTEM	N/A	N/A
16	1	<u>JING BAO COOKED SOY MILK LINE, 2017</u>	N/A	N/A
16A	1	STAINLESS STEEL, 40 KG VACUUM LOADER AND 750 KG HOPPER (1480 MM X 1480 MM X 680 MM), 2017	FPXC-750	201711001
16B	14	STAINLESS STEEL, SOY BEAN, HEATED SOAKER HOPPER, 2017	N/A	N/A
16C	1	LOT OF STAINLESS STEEL, CONVEYORS, 2017	N/A	N/A
16D	1	PLC CONTROL, SOAKING LINE CONTROL PANEL	N/A	N/A
16E	1	JING BAO GRINDER LOADING SYSTEM COMPRISED OF (1) 100 KG, STAINLESS STEEL, HOPPER (3800MM X 2600MM X 2000MM), 2017 AND (2) STAINLESS STEEL, AUGER FEEDERS, 2017	SDTS-2	201711005
16F	2	JING BAO , STAINLESS STEEL, GRINDER, 2017	JHT	20171002, N/A
16G	2	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	0173450, 0173454

16H	1	JING BAO , AUTOMATIC MICRO PRESSURE COOKING SYSTEM WITH PLC CONTROL, 4 TON PER HOUR CAPACITY, 2017	WYZJ-4-II	201711002
16I	1	STAINLESS STEEL, TANK	N/A	N/A
16J	2	LOT OF STAINLESS STEEL, AGITATED AND JACKETED TANKS	N/A	N/A
16K	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	0373455
16L	1	JING BAO , AUTOMATIC MICRO PRESSURE COOKING SYSTEM WITH PLC CONTROL, 4 TON PER HOUR CAPACITY, 2017	WYZJ-4-II	201711003
16M	1	TRANSFER PUMP	N/A	N/A
16N	1	STAINLESS STEEL, HOLDING TANK	N/A	N/A
16O	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	N/A
16P	1	JING BAO , LXJY-4-FS, STAINLESS STEEL, SPIRAL SCREW EXTRUSION SEPARATOR, 400 KG/H, 2017	HEM4-100	K0220171101
16Q	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	..34495
16R	1	JING BAO , STAINLESS STEEL TANK WITH TRANSFER PUMPD, 1600 MM X 800 MM X 700 MM, 30 KG CAPACITY, 2017	N/A	N/A
16S	1	JING BAO , STAINLESS STEEL, TANK WITH TRANSFER PUMP, 2017	N/A	N/A
16T	1	XINXIANG CITY DAZHEN SCREEN MACHINE , VIBRATORY SEPARATOR, 2017	S4912A-1	2017-9-28-1
16U	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	N/A

16V	1	SHANYOU , COMMERCIAL SOYMILK REFINER BEAN SLAG SEPARATOR, 2018	FSM-200AP	442
16W	1	JINK BAO , STAINLESS STEEL, RECTANGULAR TANK WITH TRANSFER PUMP	N/A	N/A
16X	1	JING BAO , STAINLESS STEEL, CENTRIFUGAL SEPARATOR, 600 KG/HOUR, 2017	LXJ-600	201712001
16Y	1	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	N/A
16Z	1	JING BAO , LXJY-4-FS, STAINLESS STEEL, SPIRAL SCREW EXTRUSION SEPARATOR, 400 KG/HOUR, 2017	HEM4-100	N/A
16AA	1	JING BAO , STAINLESS STEEL, TANK, 1600 MM X 800 MM X 700 MM, 30 KG CAPACITY, 2017	SJT-700	201711010
16BB	2	YUANAN CENTRIFUGAL PUMP, 2017	YAR-40YA5T-2SE	0373455
16CC	1	XINXIANG CITY DAZHEN , SCREEN MACHINE, VIBRATORY SEPARATOR, 2017	S4912A-1	2017-9-23-1
16DD	1	JING BAO , STAINLESS STEEL, CENTRIFUGAL SEPARATOR, 600 KG/HOUR, 2017	LXJ-600	201712002
16EE	1	PASTEURIZER	N/A	N/A
16FF	1	JINK BAO CONTROL PANELS	N/A	N/A
17	2	PNEUMATIC, CARTON ERECTORS	N/A	N/A
18	1	SHENYANG BEIYA BEVERAGE MACHINERY , FILLER LINE (NOT IN SERVICE)	N/A	N/A
19	1	<u>FRYING LINE</u>	N/A	N/A
19A	1	STAINLESS STEEL, VENT HOOD (THE HOOD IS NOT VENTED AND	N/A	N/A

DOES NOT HAVE FIRE SUPPRESSION)				
19B	2	STAINLESS STEEL, DEEP FRYER WITH AGITATING BUCKET LOADER	N/A	N/A
19C	1	STAINLESS STEEL, VARIABLE SPEED, WIRE MESH DRYER CONVEYOR	N/A	N/A
19D	1	PLC CONTROL PANEL		
20	1	LOT OF EQUIPMENT NOT IN SERVICE COMPRISED OF WIRE MESH MARINATING CONVEYERS AND WIRE MESH DRYING CONVEYORS	N/A	N/A
21	1	FULTON , 50 HP, NATURAL GAS BOILER , 2017 (UNIT IS RUSTING AND LEAKING)	FB-050-A	PV-292-BB
22	1	FULTON , 50 HP, NATURAL GAS BOILER, 2017 (UNIT IS RUSTING)	VMP50	PM-151-PP
23	1	BOILER WATER SOFTENER SYSTEM WITH DOSING AND CONDENSATE TANKS	N/A	N/A
25	1	COMPAIR , 60 HP, ROTARY SCREW AIR COMPRESSOR, 26,817 HOURS	6060 WL	L012/2414
26	2	PROPOINT , 10 HP, 120 GALLON, TANK MOUNTED, PISTON TYPE, AIR COMPRESSOR	8475022	SN1303108T08990148 M24810501A
27	1	WALK-IN FRIDGE, 20' X 60' X 24' (APPROX.) WITH (4) TRENTON, EVAPORATORS AND CONDENSERS	N/A	N/A
28	1	STAINLESS STEEL, RIBBON BLENDER	N/A	N/A
29	1	SKYJACK , BATTERY POWERED, SCISSOR LIFT, 26' MAXIMUM LIFT, 2007	SJ3226	27002050

30	2	WENLING YONGIN MACHINERY, 15T, 580 MM X 580 MM, PNEUMATIC TOFU PRESS, 2018	N/A	AJ79 AJ78
31	1	STAINLESS STEEL, TILTING KETTLE (NOT IN SERVICE)	N/A	N/A
32	1	STAINLESS STEEL, PNEUMATIC TOFU PRESS	N/A	N/A
33	1	<u>WENLING YONJIN MACHINERY</u> <u>SHEET TOFU PRODUCTION LINE,</u> <u>2017</u>	N/A	N/A
33A	1	STAINLESS STEEL, AGITATED, (4) TANK, TOFU CURDING MACHINE WITH PLC CONTROL	N/A	N/A
33B	1	STAINLESS STEEL, GRINDER	N/A	N/A
33C	1	STAINLESS STEEL, CLOTH LINED, CHAIN BELT, VARIABLE SPEED, INFEED CONVEYOR	N/A	N/A
33D	1	STAINLESS STEEL, 15 TON, TOFU PRESS	N/A	N/A
33E	1	STAINLESS STEEL, TOFU, BIN TRANSFER CONVEYOR	N/A	N/A
33F	1	LOT OF STAINLESS STEEL, TOFU CLOTH, UNWIND AND BIN RETURN CONVEYORS	N/A	N/A
33G	1	CLIMATE CONTROLLED ROOM FOR SHEET TOFU PROCESSING, 20' X 60' (APPROX.)	N/A	N/A
33H	1	STAINLESS STEEL, VARIABLE SPEED, ROD/TRAY, CONVEYOR FOR TOFU SHEETS	N/A	N/A
33I	1	STAINLESS STEEL, TOFU DIE PRESS	N/A	N/A
33J	1	LONGYING , STAINLESS STEEL, PACKAGING AUTOMATIC FILLING AND SEALING MACHINE	FKJ	

33K	1	ZHONGRUI NITROGEN GENERATOR, 2015	ZR-3B	201503072
33L	1	HOLY SUN AIR DRYER, 2015	HRD-1F	RD0115404106A
34	1	WALK-IN FRIDGE, 25' X 45' X 18 X 15' (APPROX.) (NOT IN SERVICE)	N/A	N/A
35	1	<u>YONG JIN AUTOMATIC PULP PLATE TOFU PRODUCTION LINE (SMOOTH TOFU)</u>	N/A	N/A
35A	1	STAINLESS STEEL, DOSING TANK	N/A	N/A
35B	1	PNEUMATIC, TOFU TRAY LOADER	N/A	N/A
35C	1	LOT OF PLASTIC, TOFU TRAYS	N/A	N/A
35D	1	STAINLESS STEEL, PNEUMATIC, DEPOSITOR	N/A	N/A
35E	1	STAINLESS STEEL TRAY/CLOTH, CONVEYOR	N/A	N/A
35F	1	STAINLESS STEEL, TRAY FLIPPING MACHINE	N/A	N/A
35G	1	STAINLESS STEEL, EXIT CONVEYOR WITH CLOTH RETURN	N/A	N/A
36	1	<u>YIFEI MACHINERY FRESH CLASSIC (WATER) TOFU PRODUCTION LINE, 2018</u>	N/A	180120
36A	36	STAINLESS STEEL, MIXING BOWLS MOUNTED ON VARIABLE SPEED CONVEYOR	N/A	N/A
36B	1	STAINLESS STEEL, PNEUMATIC PISTON FILLER	N/A	N/A
36C	1	STAINLESS STEEL, MIXER	N/A	N/A
36D	1	STAINLESS STEEL, MIXING BOWL SHUTTLE	N/A	N/A

36E	3	STAINLESS STEEL, TRAY STACKER PRESS, 2012	BJYF-LSYZ	180120
36F	1	STAINLESS STEEL, TRAY TURNER	BJYF-ZDFB	180120
36G	1	STAINLESS STEEL, TRAY LOADING AND RETURN CONVEYOR SYSTEM	N/A	N/A
36H	1	CONTROL PANEL	BJYF-XZNG	180120
36I	2	STAINLESS STEEL, WATER KNIFE, TOFU CUTTING AND PACKAGING MACHINE WITH PLC CONTROL	DFQ-ZD0K	180120
36J	1	LOT OF STAINLESS STEEL, PLASTIC BELT TRANSFER CONVEYORS (FROM TOFU CUTTING AND PACKAGING MACHINE TO THE TRAY SEALER)	N/A	N/A
36K	1	STAINLESS STEEL, TRAY SEALER WITH PLC CONTROL	N/A	180120
36L	1	LOT OF STAINLESS STEEL, PLASTIC BELT TRANSFER CONVEYORS (FROM TRAY SEALER TO THE PASTEURIZING WATER BATH)	N/A	N/A
36M	1	STAINLESS STEEL, HOT AND COLD BATH (STACKED) PASTEURIZER	BJYF-LRSC	180120
36N	1	EXIT CONVEYOR WITH PRODUCTION ACCUMULATION TABLE	N/A	N/A
36O	1	SHINI , AIR COOLED, WATER CHILLER	SIC-20A	N/A
37	1	WEIFENG , STAINLESS STEEL, (6) STATION, PLASTIC POUCH, FILLING MACHINE, PLC CONTROL, 2017 (USED FOR EGG TOFU)	ZWQZD-6	201730010691.8
38	1	<u>YONG JIN FIRM TOFU PRODUCTION LINE</u>	N/A	N/A
38A	5	AGITATED, STAINLESS STEEL, TANKS	N/A	N/A

38B	1	STAINLESS STEEL DEPOSITOR	N/A	N/A
38C	1	STAINLESS STEEL TRAY CONVEYOR	N/A	N/A
38D	1	STAINLESS STEEL TRAY STACKER	N/A	N/A
38E	1	STAINLESS STEEL TRAY LOADER	N/A	N/A
38F	10	STAINLESS STEEL TOFU PRESS	N/A	N/A
38G	1	PLC CONTROL PANEL	N/A	N/A
39	1	STAINLESS STEEL, TOFU, DIE CUT PRESS		
40	1	WENLING YONGJIN MACHINERY CO. LTD. , STAINLESS STEEL, SEMI AUTOMATIC, TOFU, DIE CUT PRESS WITH PLC CONTROL	N/A	N/A
41	1	SHANDONG KANGBEI THE FOOD PACKING MACHINERY , STAINLESS STEEL, CONTINUOUS STRETCH AUTOMATIC THERMOFORMING VACUUM PACKAGING MACHINE, 2017 WITH ZHONGURI, DP-3A, NITROGEN GENERATOR AND HOLY SUN, HSD-1HTF, AIR DRYER	DRZ-520	25102017
42	1	SHANGHAI LONGYING AUTOMATION , STAINLESS STEEL, PNEUMATIC LABEL APPLICATOR WITH PLC CONTROL	N/A	N/A
43	1	STAINLESS STEEL, SMOKER WITH PLC CONTROL PANEL (NOT IN SERVICE)	N/A	N/A

45	1	LOT OF ASSORTED SHOP EQUIPMENT COMPRISED OF PLASTIC STACKING BINS, EQUIPMENT THROUGHOUT PLANT NOT OTHERWISE LISTED, STAINLESS STEEL BEAN SPROUT GROWING BINS, PRESSURE WASHERS, TABLE TOP AND FLOOR SCALES, COMPRESSORS NOT OTHERWISE LISTED, WELDERS, SPARE TRANSFORMERS, PALLET RACKING, PALLET JACKS, DOLLIES, HYDRAULIC POWER PACK, WATER SOFTENER EQUIPMENT, CONTENTS OF OFFICE AND LUNCHROOM, ETC.	N/A	N/A
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**THE TORONTO-DOMINION BANK and
TD EQUIPMENT FINANCE CANADA,
a division of THE TORONTO-DOMINION BANK**

-and-

NOREAST FOODS LTD. and AERDON CONTINENTAL CORP.

Applicants

Respondents

Court File No. CV-19-00621751-00CL

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Proceedings commenced at Toronto

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