

APPENDIX A

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

THE HONOURABLE)

TUESDAY, THE 26TH

JUSTICE *Bw nille*)

DAY OF MAY, 2015



BANK OF MONTREAL

Applicant

- and -

**ABINGDON MEAT PACKERS LIMITED and
DESIMONE INVESTMENTS LIMITED**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION made by 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. as receiver (in such capacities, the "Receiver") without security, of all the assets, undertakings and properties of Abingdon Meat Packers Limited ("AMPL") and DeSimone Investments Limited ("DIL", and together the "Debtors") acquired for, or used in relation to a business carried on by the Debtors, was heard this day at 80 Dundas Street, London, Ontario.

ON READING the affidavit of Mike Siek sworn May 11, 2015 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for the Respondents or any other party on the service list although duly served as appears from the affidavit of service of Julie Los sworn May 12, 2015, the two affidavits of service of Duane Kuiper sworn May 14, 2015 and the affidavit of service of Duane Kuiper sworn May 15, 2015, and on reading the consent of Albert Gelman Inc. to act as the Receiver;

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SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and service thereof validated so that this motion 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, Albert Gelman Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (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 Debtors, 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 Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, 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 Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors and to exercise all remedies of the Debtors in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the Debtors;
- (h) 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 Debtors, for any purpose pursuant to this Order;
- (i) 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 Debtors, 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;
- (j) 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;
- (k) 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 \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; 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*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) 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;
- (m) 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;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) 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 Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) 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 Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtors, (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 Debtors, 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 Debtors 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 Debtors 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 Debtors, 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 Debtors to carry on any

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business which the Debtors is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtors 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 Debtors, 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 Debtors 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 Debtors 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 Debtors'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 Debtors 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.

RECEIVER TO HOLD FUNDS

13. 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

14. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the Debtors until such time as the Receiver, on the Debtors' 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

15. 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 Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

16. 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

17. 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

18. 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.

19. 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 Ontario Superior Court of Justice in Bankruptcy and Insolvency.

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20. 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

21. 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 (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.

22. 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.

23. 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.

24. 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

25. 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/e-service-protocol/>) 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.

26. 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 Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors 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

27. 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.

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

29. 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.

30. 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.

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

32. 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.



SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Abingdon Meat Packers Limited and DeSimone Investments Limited acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ___ day of _____, 20__ (the "Order") made in an action having Court file number _____, 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 London, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

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

Per: _____

Name: Joe Albert

Title:

BANK OF MONTREAL
Applicant

and
ABINGDON MEAT PACKERS LIMITED and
DESIMONE INVESTMENTS LIMITED
Respondents

Court File No: 35-1799420T

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

ORDER

MILLER THOMSON LLP
ONE LONDON PLACE
255 QUEENS AVENUE, SUITE 2010
LONDON, ON CANADA N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Lawyers for the Applicant, Bank of Montreal

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APPENDIX B

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date		
502754	ABINGDON MEAT PACKERS LIMITED	1982/01/26		
		Jurisdiction		
		ONTARIO		
Corporation Type	Corporation Status	Former Jurisdiction		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
Registered Office Address		Date Amalgamated	Amalgamation Ind.	
1607 ABINGDON ROAD		NOT APPLICABLE	NOT APPLICABLE	
		New Amal. Number	Notice Date	
CAISTOR CENTRE		NOT APPLICABLE	NOT APPLICABLE	
ONTARIO				
CANADA L0R 1E0			Letter Date	
Mailing Address			NOT APPLICABLE	
1607 ABINGDON ROAD		Revival Date	Continuation Date	
		NOT APPLICABLE	NOT APPLICABLE	
CAISTOR CENTRE		Transferred Out Date	Cancel/Inactive Date	
ONTARIO		NOT APPLICABLE	NOT APPLICABLE	
CANADA L0R 1E0				
		EP Licence Eff.Date	EP Licence Term.Date	
		NOT APPLICABLE	NOT APPLICABLE	
		Number of Directors	Date Commenced	Date Ceased
		Minimum	in Ontario	in Ontario
Activity Classification		00001	00010	NOT APPLICABLE
NOT AVAILABLE				NOT APPLICABLE

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CORPORATION PROFILE REPORT

Ontario Corp Number

502754

Corporation Name

ABINGDON MEAT PACKERS LIMITED

Corporate Name History

ABINGDON MEAT PACKERS LIMITED

Effective Date

1982/01/26

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

**Administrator:
Name (Individual / Corporation)**

LUCIO
DESIMONE

Address

4 MONZA DRIVE

WINONA
ONTARIO
CANADA L8E 6G2

Date Began

1994/05/13

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

502754

ABINGDON MEAT PACKERS LIMITED

Administrator:

Name (Individual / Corporation)

Address

LUCIO
DESIMONE

4 MONZA DRIVE

WINONA
ONTARIO
CANADA L8E 6G2

Date Began

First Director

1994/05/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:

Name (Individual / Corporation)

Address

JOSEPH
DESIMONE

126 TAPPLEYTOWN ROAD

STONEY CREEK
ONTARIO
CANADA L8J 3K4

Date Began

First Director

1994/05/13

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

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CORPORATION PROFILE REPORT

Ontario Corp Number

502754

Corporation Name

ABINGDON MEAT PACKERS LIMITED

Administrator:

Name (Individual / Corporation)

JOSEPH
DESIMONE

Address

126 TAPPLEYTOWN ROAD

STONEY CREEK
ONTARIO
CANADA L8J 3K4

Date Began

1994/05/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

ANTONIO
DESIMONE

Address

114 GATESTONE DRIVE

STONEY CREEK
ONTARIO
CANADA L8J 3S8

Date Began

1994/05/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

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CORPORATION PROFILE REPORT

Ontario Corp Number

502754

Corporation Name

ABINGDON MEAT PACKERS LIMITED

**Administrator:
Name (Individual / Corporation)**

ANTONIO
DESIMONE

Address

114 GATESTONE DRIVE

STONEY CREEK
ONTARIO
CANADA L8J 3S8

Date Began

1998/04/22

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

**Administrator:
Name (Individual / Corporation)**

ANTONIO
DESIMONE

Address

114 GATESTONE DRIVE

STONEY CREEK
ONTARIO
CANADA L8J 3S8

Date Began

1998/04/22

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

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CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name
502754	ABINGDON MEAT PACKERS LIMITED

Last Document Recorded		Form	Date
Act/Code	Description		
CIA	ANNUAL RETURN 2014	1C	2014/12/06 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.
ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

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APPENDIX C

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date		
1160442	DESIMONE INVESTMENTS LIMITED	1996/01/24		
		Jurisdiction		
		ONTARIO		
Corporation Type	Corporation Status	Former Jurisdiction		
ONTARIO BUSINESS CORP.	ACTIVE	NOT APPLICABLE		
Registered Office Address	Date Amalgamated	Amalgamation Ind.		
1607 ABINGDON ROAD	NOT APPLICABLE	NOT APPLICABLE		
CAISTOR CENTRE ONTARIO CANADA L0R 1E0	New Amal. Number	Notice Date		
	NOT APPLICABLE	NOT APPLICABLE		
Mailing Address	Letter Date			
1607 ABINGDON ROAD	NOT APPLICABLE			
CAISTOR CENTRE ONTARIO CANADA L0R 1E0	Revival Date	Continuation Date		
	NOT APPLICABLE	NOT APPLICABLE		
	Transferred Out Date	Cancel/Inactive Date		
	NOT APPLICABLE	NOT APPLICABLE		
	EP Licence Eff.Date	EP Licence Term.Date		
	NOT APPLICABLE	NOT APPLICABLE		
	Number of Directors	Date Commenced	Date Ceased	
	Minimum	Maximum	in Ontario	in Ontario
	00001	00010	NOT APPLICABLE	NOT APPLICABLE
Activity Classification				
NOT AVAILABLE				

000049

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1160442

DESIMONE INVESTMENTS LIMITED

Corporate Name History

Effective Date

DESIMONE INVESTMENTS LIMITED

1996/01/24

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

LUCIO

DESIMONE

4 MONZA DRIVE

WINONA
ONTARIO
CANADA L8E 6G2

Date Began

First Director

1996/01/24

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

000050

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

1160442

DESIMONE INVESTMENTS LIMITED

Administrator:

Name (Individual / Corporation)

Address

JOSEPH
DESIMONE

126 TAPPLEYTOWN ROAD

STONEY CREEK
ONTARIO
CANADA L8J 3K4

Date Began

First Director

1996/01/24

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-PRESIDENT

Administrator:

Name (Individual / Corporation)

Address

JOSEPH
DESIMONE

126 TAPPLEYTOWN ROAD

STONEY CREEK
ONTARIO
CANADA L8J 3K4

Date Began

First Director

1996/01/24

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

000051

CORPORATION PROFILE REPORT

Ontario Corp Number

1160442

Corporation Name

DESIMONE INVESTMENTS LIMITED

Administrator:

Name (Individual / Corporation)

ANTONIO
DESIMONE

Address

114 GATESTONE DRIVE

STONEY CREEK
ONTARIO
CANADA L8J 3S8

Date Began

1996/01/24

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

ANTONIO
DESIMONE

Address

114 GATESTONE DRIVE

STONEY CREEK
ONTARIO
CANADA L8J 3S8

Date Began

1996/01/24

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-PRESIDENT

Resident Canadian

000052

CORPORATION PROFILE REPORT

Ontario Corp Number

1160442

Corporation Name

DESIMONE INVESTMENTS LIMITED

Administrator:

Name (Individual / Corporation)

LUCIO
DESIMONE

Address

4 MONZA DRIVE

WINONA
ONTARIO
CANADA L8E 6G2

Date Began

1998/04/22

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

Y

Administrator:

Name (Individual / Corporation)

LUCIO
DESIMONE

Address

4 MONZA DRIVE

WINONA
ONTARIO
CANADA L8E 6G2

Date Began

1998/04/22

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

TREASURER

Resident Canadian

Y

000053

CORPORATION PROFILE REPORT

Ontario Corp Number

1160442

Corporation Name

DESIMONE INVESTMENTS LIMITED

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2014

1C

2014/12/06 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.

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APPENDIX D

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

Original Amended

-- Form 78 --
 Statement of Affairs (Business Bankruptcy) made by an entity
 (Subsection 49(2) and Paragraph 158(d) of the Act / Subsections 50(2) and 62(1) of the Act)

in the matter of the bankruptcy of
ABINGDON MEAT PACKERS LIMITED
 of the Town of Caistor Centre
 in the Province of Ontario


To the bankrupt:
 You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the bankruptcy, on the 16th day of March 2015. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration.

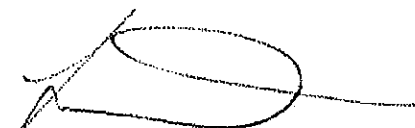
LIABILITIES (as stated and estimated by the officer)	
1. Unsecured creditors as per list "A"	1,944,074.00
Balance of secured claims as per list "B"	159,950.05
Total unsecured creditors	2,104,024.05
2. Secured creditors as per list "B"	1,826,653.00
3. Preferred creditors as per list "C"	2,000.00
4. Contingent, trust claims or other liabilities as per list "D" estimated to be reclaimable for	0.00
Total liabilities	3,932,677.05
Surplus	NIL

ASSETS (as stated and estimated by the officer)	
1. Inventory	0.00
2. Trade fixtures, etc.	0.00
3. Accounts receivable and other receivables, as per list "E"	
Good	0.00
Doubtful	343,382.48
Bad	0.00
Estimated to produce	0.00
4. Bills of exchange, promissory note, etc., as per list "F"	0.00
5. Deposits in financial institutions	0.00
6. Cash	0.00
7. Livestock	0.00
8. Machinery, equipment and plant	0.00
9. Real property or immovable as per list "G"	0.00
10. Furniture	0.00
11. RRSPs, RRIFs, life insurance, etc.	0.00
12. Securities (shares, bonds, debentures, etc.)	0.00
13. Interests under wills	0.00
14. Vehicles	0.00
15. Other property, as per list "H"	1,607,653.00
If bankrupt is a corporation, add:	
Amount of subscribed capital	0.00
Amount paid on capital	0.00
Balance subscribed and unpaid	0.00
Estimated to produce	0.00
Total assets	1,607,653.00
Deficiency	2,325,024.05

I, Luke DeSimone, of the City of Stoney Creek in the Province of Ontario, do swear (or solemnly declare) that this statement and the attached lists are to the best of my knowledge, a full, true and complete statement of my affairs on the 16th day of March 2015 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

SWORN (or SOLEMNLY DECLARED)
 before me at the City of Hamilton in the Province of Ontario, on this 16th day of March 2015.


 Julie Savage, Commissioner of Oaths
 For the Province of Ontario
 Expires Nov. 15, 2016


 Luke DeSimone

000055

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 -- Continued

List "A"
 Unsecured Creditors

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
1	Atlantic Liquid Meters	7835 Hwy. 50, Unit 16 Woodbridge ON L4L 1A5	784.22	0.00	784.22
2	Bank of Montreal GSA	50 Bay Street South Hamilton ON L8P 4V9	0.00	159,950.05	159,950.05
3	Barton Air Compressor	76 Biggar Avenue, PO Box 9000 Hamilton ON L8L 3Z4	268.47	0.00	268.47
4	Bell Canada F-88 - Business Attn: Insolvency Department 9059572223(745)	1 Carrefour Alexandre-Graham-Bell, Aile E3 Verdun QC H3E 3B3	534.39	0.00	534.39
5	Binbrook Plumbing & Heating	PO Box 51073 RPO RR #1 Binbrook ON L0R 1C0	1,681.33	0.00	1,681.33
6	BMO Financial Group c/o BankruptcyHighway.com Attn: Mike Timko	PO Box 57100 Etobicoke ON M8Y 3Y2	13,547.69	0.00	13,547.69
7	Canadian Linen & Uniform Service 520844300	Tyndall Winnipeg MB R2X 3C6	6,582.40	0.00	6,582.40
8	Central Boiler Works	9 Community Ave., Unit 2 Stoney Creek ON L8E 2X9	938.60	0.00	938.60
9	Delft Blue Food Innovations	435 Dobbie Drive Cambridge ON N1T 1S9	53,854.81	0.00	53,854.81
10	Dunward Jones Barkwell & Co. LLP 898664DES	PO Box 56062 Stoney Creek ON L8G 5C9	5,141.50	0.00	5,141.50
11	Dunward Jones Barkwell & Co. 898663AMP	4045 Guyatt Road West, PO Box 56062 Stoney Creek ON L8G 5C9	13,249.50	0.00	13,249.50
12	EDI Gateway Inc. Attn: Katrina Hamplon	8355 rue Bougainville Montréal QC H4P 2G5	763.34	0.00	763.34
13	Enbridge Gas Distribution - Ontario Attn: Back Office Collections Department 77 65 81 34999 5	PO Box 650 Scarborough ON M1K 5E3	6,022.71	0.00	6,022.71
14	Erb Group of Companies 21305 167710	290 Hamilton Rd. New Hamburg ON N3A 1A2	2,653.61	0.00	2,653.61
15	GDM Equipment Inc.	373 MacIntosh Drive Stoney Creek ON L8E 4E1	209.05	0.00	209.05
16	GF Machine Shop Ltd.	716 Arvin Avenue Stoney Creek ON L8E 5R4	765.01	0.00	765.01
17	GT French Paper	90 Glover Road Hamilton ON L8W 3T7	427.47	0.00	427.47
18	Interweigh Systems Inc.	51 Bentley Street Markham ON L3R 3L1	8,804.24	0.00	8,804.24
19	Johnston Pumping Services	5035 Regional Road 68, Unit 5 St Anns ON L2R 7J6	1,190.00	0.00	1,190.00
20	Luke DeSimone	4 Monza Stone Creek ON L8E 6G2	45,727.72	0.00	45,727.72
21	Marshall Mechanical	RR #1 St Anns ON L0R 1Y0	5,823.17	0.00	5,823.17

16-Mar-2015

Date


 Luke DeSimone

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District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 -- Continued


List "A"
 Unsecured Creditors

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
22	Mlster Greek Meat Market	801 Danforth Avenue Toronto ON M4J 1L2	67,193.27	0.00	67,193.27
23	Nella Cutlery - Hamilton Attn: Rina or Stefano Nella	2775 Barton Street E Hamilton ON L8E 2J8	1,422.83	0.00	1,422.83
24	Niaskoka Industrial Solutions Inc.	210 Park East Caistor Centre ON L0R 1E0	15,837.03	0.00	15,837.03
25	O'Neils Farm Equipment	PO Box 340 Binbrook ON L0R 1C0	4,006.64	0.00	4,006.64
26	Ontario Livestock Exchange Inc.	PO Box 443 Waterloo ON N2J 4A9	920,193.26	0.00	920,193.26
27	Ontario Sheep Marketing Agency	130 Malcolm Road Guelph ON N1K 1B1	238.67	0.00	238.67
28	Ontario Stockyards	PO Box 1051 Cockstown ON L0L 1L0	102,393.75	0.00	102,393.75
29	Pioneer Energy LP 100160	700 - 1122 International Blvd. Burlington ON L7L 6Z8	43,996.36	0.00	43,996.36
30	Purolator Courier Limited Attn: Ortie Nesci 7981228	5995 Avebury Rd. 3rd Flr. Mississauga ON L5R 3T8	190.89	0.00	190.89
31	Pyett Spring & Alignment	9381 Regional Road 85, RR #2 Caistor Centre ON L0R 1E0	2,075.49	0.00	2,075.49
32	Receiver General for Canada CFIA 10024051	Suite 100 Moncton NB E1C 0N5	22,990.33	0.00	22,990.33
33	Reefer Field Service	15 Aldridge Street Hamilton ON L9C 2S9	350.30	0.00	350.30
34	Reefer Sales and Service	425 Gibraltar Drive Mississauga ON L5T 2S9	530.28	0.00	530.28
35	Roithsay 2500708	PO Box 65647 Dundas ON L9H 6Y6	1,650.67	0.00	1,650.67
36	Security HeadQuarters	Unit 18, 125 Gailmont Drive Hamilton ON L8K 4B8	0.00	0.00	0.00
37	Stantec Consulting Ltd.	c/o Lockbox 310280 PO Box 578, Stn. M Calgary AB T2P 2J2	10,500.02	0.00	10,500.02
38	Sunny Clean Up Company	58 Morning Mist Drive Hamilton ON L8B 0E5	7,119.00	0.00	7,119.00
39	Telus Communications - Corporate Attn: Rick Wan 18052284	8th Fl - 3777 Kings Way Burnaby BC V5H 3Z7	2,388.02	0.00	2,388.02
40	The Syscomm Group Inc.	170 Ambassador Drive, Unit 3 Mississauga ON L5T 2H9	4,629.52	0.00	4,629.52
41	Vernla Livestock	3434 Herrgott Road Wallenstein ON N0B 2S0	452.00	0.00	452.00

16-Mar-2015

Date


 Luke DeSimone

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 - Continued

List "A"
 Unsecured Creditors

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor	Address	Unsecured claim	Balance of claim	Total claim
42	Virtual Image	608 Harvest Road Dundas ON L9H 5K7	1.00	0.00	1.00
43	Wages/Vacation Pay	1607 Abingdon Road Calsior Centre ON L0R 1E0	13,000.00	0.00	13,000.00
44	Water Energy Technologies	3375 North Service Rd., Unit A6-7 Burlington ON L7N 3G2	404.37	0.00	404.37
45	Weber's Transport	8010 Line 86, RR#3 Listowel ON N4W 3G8	1,997.28	0.00	1,997.28
46	White Veal Market Packers	35 Fenmar Drive, PO Box 4115 North York ON M9L 1L4	534,656.30	0.00	534,656.30
47	Workplace Safety and Insurance Board Attr: c/o Collection Services 3934055	200 Front St W Toronto ON M5V 3J1	6,129.02	0.00	6,129.02
48	Xplornet Communications Inc. Attr: Collections	300 Lockhart Mill Rd, PO Box 9060 Woodstock NB E7M 6B5	1.00	0.00	1.00
49	Zep Sales and Service A29227	PO Box 4917, Stn. "A" Toronto ON M5W 0C8	10,757.47	0.00	10,757.47
Total:			1,944,074.00	159,950.05	2,104,024.05

16-Mar-2015

Date


 Luke DeSimone

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 -- Continued

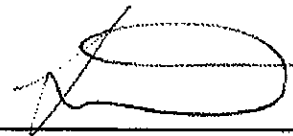
List "B"
 Secured Creditors

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor	Address	Amount of claim	Particulars of security	When given	Estimated value of security	Estimated surplus from security	Balance of claim
1	Bank of Montreal GSA	50 Bay Street South Hamilton ON L8P 4V9	1,800,000.00	Other - Receivables from DeSimone Investments Business Assets - Equipment Other - SRED Claim		1,537,653.00 32,396.95 70,000.00		159,950.05
2	CRA - Hamilton Tax Services Office 100014778 RP0001	PO Box 2220 55 Bay St. N. Hamilton ON L8N 3E1	186,603.05	Other - SRED Claim Business Assets - Equipment		0.00 186,603.05		
Total:			1,986,603.05			1,826,653.00	0.00	159,950.05

16-Mar-2015

Date



Luke DeSimone

District of: Ontario
Division No. 07 - Hamilton
Court No.
Estate No.

FORM 78 -- Continued

List "C"
Preferred Creditors for Wages, Rent, etc.

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor	Address and occupation	Nature of claim	Period during which claim accrued	Amount of claim	Amount payable in full	Difference ranking for dividend
1	Wages/Vacation Pay	1607 Abingdon Road Caistor Centre ON L0R 1E0		-	2,000.00	0.00	2,000.00
Total:					2,000.00	0.00	2,000.00

16-Mar-2015

Date



Luke DeSimone

District of: Ontario
Division No. 07 - Hamilton
Court No.
Estate No.

FORM 78 -- Continued

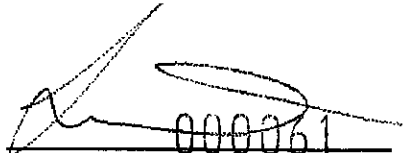
List "D"
Contingent or Other Liabilities

ABINGDON MEAT PACKERS LIMITED

No.	Name of creditor or claimant	Address and occupation	Amount of liability or claim	Amount expected to rank for dividend	Date when liability incurred	Nature of liability
			Total: 0.00	0.00		

16-Mar-2015

Date


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Luke DeSimone

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 -- Continued

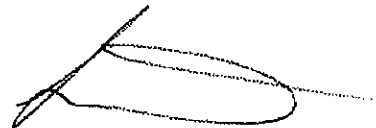
List "E"
 Debts Due to the Bankrupt

ABINGDON MEAT PACKERS LIMITED

No.	Name of debtor	Address and occupation	Nature of debt	Amount of debt (good, doubtful, bad)	Folio of ledgers or other book where particulars to be found	When contracted	Estimated to produce	Particulars of any securities held for debt
1	Various Receivables	1607 Abingdon Road Calstor Centre ON	Various Receivables	0.00 343,382.48 0.00		09-Mar-2015	0.00	Various Receivables
Total:				0.00 343,382.48 0.00			0.00	

16-Mar-2015

Date



Luke DeSimone

000062

District of: Ontario
Division No. 07 - Hamilton
Court No.
Estate No.

FORM 78 -- Continued

List "F"

Bills of Exchange, Promissory Notes, Lien Notes, Chattel
Mortgages, etc., Available as Assets

ABINGDON MEAT PACKERS LIMITED

No.	Name of all promissory, acceptors, endorsers, mortgagors, and guarantors	Address	Occupation	Amount of bill or note, etc.	Date when due	Estimated to produce	Particulars of any property held as security for payment of bill or note, etc.
				Total: 0.00		0.00	

16-Mar-2015

Date



Luke DeSimone

District of: Ontario
Division No. 07 - Hamilton
Court No.
Estate No.

FORM 78 -- Continued


List "G"
Real Property or Immovables Owned by Bankrupt

ABINGDON MEAT PACKERS LIMITED

Description of property	Nature of bankrupt interest	In whose name does title stand	Total value	Particulars of mortgages, hypothecs, or other encumbrances (name, address, amount)	Equity or surplus
			Total		
			0.00		0.00

16-Mar-2015

Date



Luke DeSimone

District of: Ontario
 Division No. 07 - Hamilton
 Court No.
 Estate No.

FORM 78 -- Concluded


List "H"
 Property

ABINGDON MEAT PACKERS LIMITED
 FULL STATEMENT OF PROPERTY

Nature of property	Location	Details of property	Original cost	Estimated to produce
(a) Stock-in-trade			0.00	0.00
(b) Trade fixtures, etc.			0.00	0.00
(c) Cash in financial institutions			0.00	0.00
(d) Cash on hand			0.00	0.00
(e) Livestock			0.00	0.00
(f) Machinery, equipment and plant			0.00	0.00
(g) Furniture			0.00	0.00
(h) Life insurance policies, RRSPs, etc.			0.00	0.00
(i) Securities			0.00	0.00
(j) Interests under wills, etc.			0.00	0.00
(k) Vehicles			0.00	0.00
(l) Taxes			0.00	0.00
(m) Other		Equipment	0.00	219,000.00
		Receivables from DeSimone	0.00	1,537,653.00
		Investments		
		SRED Claim	0.00	70,000.00
			Total:	1,826,653.00

16-Mar-2015

Date



Luke DeSimone

000065

Court No.

File No.

In the matter of the bankruptcy of
ABINGDON MEAT PACKERS LIMITED
of the Town of Caistor Centre
in the Province of Ontario

Form 78 (Bill C-12)
Statement of affairs (Business bankruptcy)

Taylor Leibow Inc. - Trustee
Per:

Julie Savage
800 - 105 Main Street East
Hamilton ON L8N 1G6
Phone: (905) 523-0003 Fax: (905) 523-2979

000066

APPENDIX E

In the Matter of the Receivership of
Abingdon Meat Packers Limited

Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. On the 19th day of March 2015 Albert Gelman Inc. became a Receiver in respect of the property of **Abingdon Meat Packers Limited** (the "Debtor"), an insolvent person, that is described below:

- The Debtor's property, assets and undertaking (the "Collateral") described in the GSA (defined below).

2. Albert Gelman Inc. became a Receiver by having been appointed by the Bank of Montreal ("BMO") pursuant to a General Security Agreement dated the October 30, 2006 (the "GSA").

3. The Receiver took possession and control of the Debtor's premises located at 1607 Abingdon Road, Caistor Centre, Ontario on the 20th day of March, 2015.

4. The following information relates to the receivership:

(a) Address of insolvent person: 1607 Abingdon Road, Caistor Centre, Ontario

(b) Principal line of business: Slaughtering and packaging of lamb and beef

(c) Location of business: 1607 Abingdon Road, Caistor Centre, Ontario

(d) Amount owed by the insolvent person to each creditor who holds a security on the property described above:

- Bank of Montreal - \$2,403,826.13 as at March 19, 2015 plus accrued and accruing interest. The Debtor guaranteed certain obligations of DeSimone Investments Limited in favour of BMO. The amount owing under the guarantee has not been determined at this time.

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

(f) The Receiver has not determined an intended plan of action as at the date of this notice.

(g) Contact person for receiver:

Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com

Dated at Toronto, this 30th day of March, 2015.

**Albert Gelman Inc., solely in its
capacity as Receiver of Abingdon Meat Packers Limited
and not in its personal capacity**

Per:


Tom McElroy, CPA, CA, CBV, CIRP, Trustee in Bankruptcy

Creditor	Amount
Atlantic Liquid Meters	\$ 784.22
Bank of Montreal	2,315,283.81
Barton Air Compressor	268.47
Bell Canada	534.39
Binbrook Plumbing & Heating	1,681.33
BMO Financial Group	13,547.69
Canadian Linen & Uniform Service - Winnipeg, MB	6,582.40
Canada Revenue Agency	186,603.05
Central Boiler Works	938.60
Delit Blue Food Innovations	53,854.81
Durward Jones Barkwell & Co. LLP	18,391.00
EDI Gateway Inc.	763.34
Enbridge Gas Distribution - Ontario	6,022.71
ERB Group of Companies	2,653.61
GDM Equipment Inc.	209.05
GF Machine Shop Ltd.	765.01
GT French Paper	427.47
Interweigh Systems Inc.	8,804.24
Johnston Pumping Services	1,190.00
Luke DeSimone	45,727.72
Marshall Mechanical	5,823.17
Mister Greek Meat Market	67,193.27
Nella Cutlery	1,422.83
Niaskoka Industrial Solutions Inc.	15,837.03
O'Neils Farm Equipment	4,006.64
Ontario Livestock Exchange Inc.	920,193.26
Ontario Sheep Marketing Exchange Inc.	238.67
Ontario Stockyards	102,393.75
Pioneer Energy LP	43,996.36
Puralator Inc.	190.89
Pyett Spring & Alignment	2,075.49
Receiver General for Canada CFIA	22,990.33
Reefer Field Service	350.30
Reefer Sales and Service	530.28
Rothsay	1,650.67
Security Headquarters	1.00
Stantec Consulting Ltd.	10,500.02
Sunny Clean Up Company	7,119.00
Telus Communications	2,388.02
The Syscomm Group Inc.	4,629.52
Township of West Lincoln - Property Tax	1.00
Vernla Livestock	452.00
Virtual Image	1.00
Employee Wages/Vacation Pay	15,000.00
Water Energy Technologies	404.37
Weber's Transport	1,997.28
White Veal Market Packers	534,656.30
Workplace Safety and Insurance Board	6,129.02
Xplornet Communications Inc.	1.00
Zep Sales and Service	10,757.47
	<u>\$ 4,447,962.86</u>

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APPENDIX F

In the Matter of the Receivership of
DeSimone Investments Limited
Notice and Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

The Receiver gives notice and declares that:

1. On the 13th day of April 2015 Albert Gelman Inc. became a Receiver in respect of the property of **DeSimone Investments Limited** (the "Debtor"), an insolvent person, that is described below:

- The Debtor's property, assets and undertaking (the "Collateral") described in the GSA (defined below).

2. Albert Gelman Inc. became a Receiver by having been appointed by the Bank of Montreal ("BMO") pursuant to a General Security Agreement dated the October 30, 2006 (the "GSA").

3. The Receiver took possession and control of the Debtor's property on April 13, 2015.

4. The following information relates to the receivership:

(a) Address of insolvent person: 1607 Abingdon Road, Caistor Centre, Ontario

(b) Principal line of business: Real estate holding company

(c) Location of business: 1607 Abingdon Road, Caistor Centre, Ontario

(d) Amount owed by the insolvent person to each creditor who holds a security on the property described above:

- Bank of Montreal - \$2,112,007.93 as at March 13, 2015 plus accrued and accruing interest. The Debtor guaranteed certain obligations of Abingdon Meat Packers Limited in favour of BMO. The amount owing under the guarantee has not been determined at this time.
- CHN Capital Canada Ltd. – amount unknown
- O'Neil's Farm Equipment (1971) Ltd. – amount unknown
- Township of West Lincoln – amount unknown

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

(f) The Receiver has not determined its intended plan of action as at the date of this notice.

(g) Contact person for receiver:

Tom McElroy Tel: 416-504-1650 Ext. 117, Fax: 416-504-1655, Email: tmcelroy@albertgelman.com

Dated at Toronto, this 20th day of April, 2015.

Albert Gelman Inc.,
Receiver of DeSimone Investments Limited
Per:


Joe Albert, CPA, CA, CIRP, Trustee in Bankruptcy

Creditor	Amount owing
Bank of Montreal	\$ 2,112,007.93
Abingdon Meat Packers Limited	1,537,653.00
CNH Capital Canada Ltd.	unknown
O'Neil's Farm Equipment (1971) Ltd.	unknown
Township of West Lincoln	unknown
Directors of DeSimone Investments Limited	563,157.00
	<u>\$ 4,212,817.93</u>

APPENDIX G

SUBJECT TO SEALING ORDER

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APPENDIX H

SUBJECT TO SEALING ORDER

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APPENDIX I

SUBJECT TO SEALING ORDER

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APPENDIX J



HARRISON PENSA

May 28, 2015

Via E-Mail – sarshb@simpsonwigle.com

Mr. Bart Sarsh
Simpson Wigle LLP
Barristers & Solicitors
390 Brant Street, Suite 501
Burlington, ON L7R 4J4

Dear Sir:

Re: Albert Gelman Inc. (the "Receiver") – Receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited (collectively the "Debtors")
Our File No. 162431

We are counsel to the Receiver appointed pursuant to the Order of the Honourable Justice Miller dated May 26, 2015 (the "**Appointing Order**").

We have reviewed your correspondence of May 26, 2015 addressed to Mr. Van Klink as counsel for Bank of Montreal. We also have reviewed the Letter of Intent dated May 22, 2015 from Advanced Agriculture Inc.

Pursuant to the Appointing Order, the Receiver was appointed Receiver over the Property of the Debtors. The Receiver is empowered and authorized but not obligated to deal with this Property. The Receiver is not empowered nor obligated to deal with any other property, including the shares owned by third party shareholders in either of the Debtors. As a result, the Receiver is not in a position to consider the Letter of Intent as the transaction is presently structured.

The Receiver is obligated to take all steps to maximize the value of the Property of the Debtors. The Receiver intends to move before the Court to have a sales process approved. Your firm is on the service list and you will receive notice of this motion.

Also, please advise if you are aware if Advanced Agriculture Inc. may have an interest in the assets of the Debtors?

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HARRISON PENSA LLP
Lawyers

We trust this clarifies the Receiver's position at this stage. If you have any questions please contact the writer to discuss.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' or similar initials, written in a cursive style.

Timothy C. Hogan
Direct: (519) 661-6743
Email: thogan@harrisonpensa.com
TCH/cc
Cc: client
2408269_1.docx

APPENDIX K



SimpsonWigle
LAW FIRM

390 Brant Street, Suite 501
Burlington, Ontario L7R 4J4
Tel: 905-639-1052 Fax: 905-333-3960
www.simpsonwigle.com

Bart Sarsh
Tel: 905-639-1052 Ext. 235
E-mail: sarshb@simpsonwigle.com

June 8, 2015

Sent Via Email to thogan@harrisonpensa.com

Tim Hogan
Harrison Pensa LLP
450 Talbot Street
London, Ontario N6A 5J6

Dear Mr. Hogan:

Re: DeSimone Investments and Abingdon Meat Packers

Further to your letter of May 28, 2015 advising that you are counsel to the court-appointed receiver, we are requesting on behalf of DeSimone Investments Limited ("DIL") and Abingdon Meat Packers Limited ("AMP"), (collectively, the "Debtors") a formal accounting of all receipts and disbursements obtained and incurred, respectively, by the private receiver, Albert Gelman Inc. ("AGI"), for the period of March 19, 2015 to May 25, 2015 in respect of AMP and for the period of April 13, 2015 to May 25, 2015 in respect of DIL.

AGI was appointed as private receiver of AMP on March 19, 2015 and as private receiver of DIL on April 13, 2015.

To date, we have not received any documentation outlining the income (if any) and expenses AGI collected and incurred, respectively, for the periods noted above in respect of the time during which it was acting in its capacity as the private receiver of both Debtors.

In terms of the information and documents that are being requested pursuant to the request for accounting, the following is sought based on the dates noted above in respect of AMP and DIL:

1. A statement of receipts and disbursements detailing the monies collected (if any) and expenses incurred. The statement of receipts and disbursements must show payments to any creditors on account of arrears, in applicable, as well as payments with respect to contracts and liabilities incurred during the private receivership in respect of both Debtors.

P.D. MILNE
J.M. WIGLE
K.I. OSBORNE
S.R. LEE
M. DURDAN
A. KNUDSEN

L.W. MATTHEWS
T. BULLOCK
R.A. FISHER
H.A. HAMDANI
B. SARSH

J.N. ROSENBLATT
D.A. SCHMUCK*
P.A. RAMACIERI**
E. SAVAS**
J.R. FLETCHER

J.C. BROWN
J.C. MONACO*
S.M. LAW
G. NALSOK
S. KHAN

D.J.H. JACKSON
B.J. FOREMAN
B.C. LANGLOTZ
K.G. HYLAND
M.L. DEKENS

M.C. MORGAN
R.S. DANKS (1957-2012)
C.A. OLSIAK
K. WYSYNSKI
J.E. PINEDA

*Professional Corporation ** Member of the Ontario and New York Bar

Hamilton Office: 1 Hunter Street East, Suite 200, P.O. Box 990, Hamilton, Ontario L8N 3W1 Tel: 905-528 8411 Fax: 905-528-9008

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2. All bills, charges, invoices, accounts, and statements relating to (1) above except for documentation subject to lawyer-client privilege. If lawyer-client privilege or other privilege is asserted, an inventory list describing each document over which privilege is being asserted will be provided as soon as possible.
3. A detailed and itemized list of all financial and business records that AGI collected upon being appointed in respect of AMI and DIL and a statement explaining who currently has possession of the financial and business records if possession has changed.

They are two bases upon which the demand for an accounting is made. First, under the law of agency, because each Debtor is deemed to be the receiver's principal and the receiver is deemed to be each Debtor's agent pursuant to clause 10 of the General Security Agreement ("GSA") dated October 30, 2006 that DIL signed and the General Security Agreement dated October 30, 2006 that AMP signed, the receiver owes a duty to account to each of the Debtors. Because the receiver is deemed to be the agent of each Debtor for the purposes of taking control of each Debtor's undertakings, assets, and properties in addition to incurring liabilities to third parties, each of the Debtors is entitled to an accounting explaining in detail what the receiver has completed in its capacity as the private receiver of both Debtors.

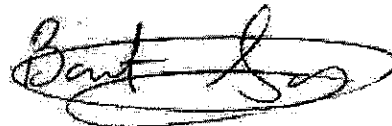
Second, at common law, each of the Debtors has a right to demand an accounting from the private receiver as confirmed in *Royal Bank of Canada v. First Pioneer Investments Ltd. et al*, (1979), 27 OR (2d), 352 at p. 356 (Ont CA):

The duty of a privately appointed receiver-manager is to protect the security. He must act in accordance with the terms of the security agreement under which he has been appointed. He must act without any ulterior interest, ensure that a fair sale is conducted, and that a proper account is ultimately made to the Debtor.
[emphasis added]

We look forward to receipt of the information and documentation as demanded.

Yours very truly,

SimpsonWigle LAW LLP

A handwritten signature in black ink, appearing to read "Bart Sarsh", is written over a horizontal line. The signature is enclosed within a hand-drawn oval.

Bart Sarsh

BS\mk

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APPENDIX L



HARRISON PENSA

June 12, 2015

Via E-Mail – sarshb@simpsonwigle.com

Mr. Bart Sarsh
Simpson Wigle LLP
Barristers & Solicitors
390 Brant Street, Suite 501
Burlington, ON L7R 4J4

Dear Sir:

**Re: Albert Gelman Inc. (the "AGI") – Receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited (collectively the "Debtors")
Our File No. 162431**

We have your letter of June 8, 2015. Please be advised that AGI will prepare its final reports in accordance with the requirements of the *Bankruptcy and Insolvency Act*. A copy of these reports will be provided to you on behalf of your clients.

Further, please be advised that all records collected by AGI were done so with the knowledge and under the observation of your clients. AGI is not willing to prepare a detailed and itemized list of all financial and business records collected. It is our position that this is an unreasonable request and is one that will simply increase the costs to the estate to the detriment of the stake holders. A reasonable alternative is that, if your clients require access to any of the records in AGI's possession, AGI will permit attendance to AGI's office to obtain copies of same.

Further, attached please find an email from AGI dated June 8 to your clients seeking input into the Receiver's sale strategy. AGI has not received a response to this email and we would request that you speak to your clients with respect to a response to same.


HARRISON PENSA LLP
Lawyers

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If you have any questions please contact the writer to discuss.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' with a stylized flourish.

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

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From: Joe Albert
Sent: June-08-15 9:35 AM
To: ldesimone1@gmail.com; Joe DeSimone (j.desimone@hotmail.com); Tony DeSimone (meatman75@hotmail.com)
Cc: Tom McElroy
Subject: Conference call to discuss sale process

Guys, Tom and I would like to have a conference call with you, either separately or together, anytime starting this afternoon and through to tomorrow afternoon. The main purpose of the call is to obtain your input into the sales strategy to employ for the business and your thoughts on using a real estate agent to list the property vs. having a tender type of process requiring all prospects to provide their bids on a deadline date.

In addition, we would also like to obtain your input into the following, some of which I know we touched on before:

- a) Prospects you have identified for the business
- b) Your thoughts on the future of the industry
- c) Critical Success Factors within the industry
- d) Particular trends affecting supply and customers
- e) Company's market share while it was operating
- f) Market's perception of company, its products, price and quality
- g) Strengths and opportunities of the facility
- h) Problems and weaknesses of the facility
- i) Potential for international buyers, as well as Ontario certified vs. federal certified buyers
- j) Your thoughts on advertising of the facility

If you could each let us know of your availability and we will coordinate

Thanks

Joe Albert, CPA, CIRP, DIFA, Trustee

ALBERT  GELMAN
RECOVERY STABILITY SUCCESS

Albert Gelman Inc. | T: 416.504.1650 ext. 120 | F: 416.504-1655 | E: jalbert@albertgelman.com | 100 Simcoe Street, Suite 125, Toronto, ON | www.albertgelman.com

APPENDIX M

ABINGDON MEAT PACKERS LTD.

1607 Abingdon Rd, RR2
Caister Centre Ontario L0R 1E0
Ph: (403)371-3744

June 15, 2015

Albert Gelman Inc.
100 Simcoe St., Suite 125
Toronto, Ontario M5H 3G2
fax: 416-504-1655

Via Email
jalbert@albertgelman.com

Attention: Joe Albert CA Corp Trustee

Dear Sir,

RE: Abingdon Meat Packers Ltd ("the Company") and DeSimone Investments Ltd.

I am writing to you both individually and on behalf of the Company to confirm our intentions and to inform you of the steps that we wish to take. I had personally been involved with the DeSimone family with respect to the above noted Company and I had been appointed as the CEO of the Company. I anticipate that there are certain actions that can be taken to reverse the Bankruptcy application. The steps taken by the Company to file for Bankruptcy were somewhat premature based on my communications with them and the ability to deal with some of the outstanding obligations of the Company. Our anticipated plan would enable the Company to deal with all the outstanding creditors, both secured and unsecured, and to continue to meet their obligations.

Accordingly, I have determined that certain steps will have to be taken to take the Company out of Bankruptcy and deal with all of the existing creditors. The following, although not exhaustive nor in any particular order, would be some of these fundamental steps required to be completed in order for the business to proceed as planned;

1. Bring current the outstanding arrears of the secured creditors (make funds available).
2. Negotiate a property tax settlement or arrangement (to prevent tax sale etc.)
3. Make a proposal to the unsecured creditors.
4. Make application to reverse the Bankruptcy.

Essentially we are requesting that you work with us to solve the current issues with the Company. In the event that you are unable to work with us to proceed with the plan for the Company we may be required to make application to rescind the order to appoint a receiver.

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We would prefer to attempt to work on an amicable basis to allow the Company to continue to operate.

We anticipate that we would be able to deal with all of the outstanding matters of the Company within the next 60 days provided that we are able to take steps to proceed forward with our plan. We anticipate that if we are tied up with applications and court hearings then we could be slightly delayed in our timing.

Accordingly, please confirm if you anticipate being able to assist us in implementing a plan to bring current the obligations of the Company or if you feel that you would be conflicted or unable to do so.

We trust that this is satisfactory and remain;

Yours truly,

Abingdon Meat Packers Ltd. /DeSimone Investment Ltd.

Per: Patrick McGaffey
PRESIDENT/CEO

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APPENDIX N

7. The undersigned agrees that its offer is subject to the Terms and Conditions issued by Vendor and attached hereto in connection with this transaction, a copy of which the undersigned acknowledges having received and reviewed.

Dated: _____

Witness: _____

Offeror name:

By: Authorized officer or person

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APPENDIX O

Albert Gelman Inc., solely in its capacity as Court Appointed Receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited

TERMS AND CONDITIONS

1. Albert Gelman Inc., solely in its capacity as Court Appointed Receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited (the "Abingdon Group") and not in any other capacity (the "Receiver" or "Vendor") offers for sale the tangible assets, except the Excluded Property, of the Abingdon Group en bloc or on a lot by lot basis. This sale process should NOT be construed as a "Sale by Tender". A description of the assets of the Abingdon Group (the "Assets") is included in the Confidential Information Memorandum ("CIM") for information purposes only.
2. Any lists, schedules and information prepared or made available by the Receiver in connection with the invitation for offers to purchase the Assets does not form part of these Terms and Conditions of Sale and has been prepared and provided solely for the convenience of the prospective purchasers (collectively, the "Offerors" and each an "Offeror"). The Receiver makes no representations or warranties that such information is complete or accurate and any and all representations and warranties, express or implied, are hereby disclaimed.
3. All offers to purchase ("Offer") shall be addressed to Albert Gelman Inc., Receiver of Abingdon Group, 100 Simcoe Street, Suite 125, Toronto, ON M5H 3G2, Attention: "Joe Albert", and delivered or couriered so as to be received by the Receiver **no later than 3:00 p.m. EST on [____], 2015** (the "Deadline"). All Offers shall be in the form of Offer to Purchase Assets attached as Appendix II of the CIM. All Offers will be considered on an individual basis, as and when received. Accordingly, the Receiver may in its sole discretion choose to accept an offer prior to the Deadline. Alternatively, offers may be sent via email to jalbert@albertgelman.com. **Any offer accepted by the Receiver is conditional on Court approval.**
4. Each Offer must be accompanied by a certified cheque or bank draft in Canadian funds drawn on a chartered bank of Canada or a trust Company incorporated under the laws of Canada or one of the provinces thereof, payable to "Albert Gelman Inc., in Trust", in an amount equal to ten percent (10%) of the total purchase price, said amount to be held as a deposit by the Receiver in accordance with the terms hereof (the "Deposit"). Unsuccessful Offerors will have their Deposit returned forthwith, without interest.
5. If an Offer is accepted by the Receiver, the certified cheque or bank draft accompanying such Deposit shall be deposited into the Receiver's trust account, and, subject to the terms hereof, no interest shall accrue to the credit of the successful purchaser. The certified cheque or bank draft shall be deemed to be a cash deposit to be applied against the purchase price payable to the Receiver on the closing of the transaction of purchase and sale.
6. Any party whose offer is accepted must enter into an agreement of purchase and sale substantially in the form of agreement attached as Appendix III of the CIM (the "Definitive Agreement"). **The completion of the Definitive Agreement is subject to Court approval.**
7. The highest or any Offer for any lot will not necessarily be accepted and the Receiver reserves the right to reject any or all Offers without explanation. Upon delivering its Offer to the Receiver, no Offeror shall be allowed to retract, withdraw, vary or countermand its Offer. If any

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Offeror attempts to retract, withdraw, vary or countermand its offer prior to the acceptance by the Receiver of any Offer, the Receiver shall be entitled to immediately cash the Deposit and the proceeds of the Deposit shall be forfeited by the Offeror to the Receiver.

8. If any Offer is accepted by the Receiver, then such acceptance shall be communicated to the purchaser personally or by notice in writing, delivered by prepaid mail, email, courier or facsimile, by the Receiver to the purchaser at the address or facsimile number set forth in its Offer to Purchase.

9. Offerors may view the Assets by appointment with the Receiver. As set forth in the Definitive Agreement, the Assets are being sold on an "as is, where is" basis. The Offeror will conduct such inspections and investigations concerning the Assets as the Offeror considers appropriate and will satisfy itself concerning all matters affecting the Assets. No warranty or condition, either express or implied, statutory or non-statutory, oral or written has been or will be given by the Vendor as to the title, encumbrances, description, condition, quality, cost, size, quantity, fitness for any present or intended purpose or use, merchantability, state of repair, degree of maintenance, durability, marketability, transferability, compliance or noncompliance with environmental laws or otherwise or any licenses, certificates, orders, approvals or permits granted by any governmental authorities concerning the Assets save and except for the express warranties given in Section 3.1 of the Definitive Agreement. The Offeror acknowledges that it will satisfy itself with respect to all such matters. The Purchaser acknowledges that any statement made by the directors, officers or shareholders of the Debtors, or any party related to the Debtors shall not be a representation or warranty of the Vendor and the Purchaser shall rely on any such statements at Purchaser's own risk. All conditions and warranties expressed or implied pursuant to the provisions of the *Sale of Goods Act of Ontario* do not apply hereto and have been waived by the Offeror. Any documentation, materials or information provided by the Vendor to the Offeror regarding the Assets, or any part thereof, was provided solely for the convenience of the Offeror and is not warranted or represented to be complete or accurate and does not form part of this Agreement. The Offeror shall and shall be deemed to rely entirely on its own inspectors and investigations concerning the Assets.

10. For greater certainty, the Vendor has not made and will not make any representation or warranty whatsoever as to a) the existence or non-existence of contaminants on the real property, b) the compliance of such real property with any Environmental Laws, c) the discharge of contaminants or environmental activity from, on, or in relation to real property, and d) the existence, state, nature, identity, extent or effect of any investigations, administrative orders, control orders, stop orders, compliance orders or any other orders proceedings or actions under any Environmental Laws in relation to such real property. The Offeror acknowledges that it shall have no recourse against the Receiver with respect to the environmental condition of such real property and will satisfy itself with respect to same.

11. Offerors shall complete their own investigations and due diligence as to the existence, availability and transferability of all licenses, certificates, orders, approvals or permits granted by any governmental authorities granted by the Ministry of Environment and Climate Change (Ontario) and the Canadian Food Inspection Agency with respect to the former operations of the Abingdon Group.

12. Abingdon Meat Packers Limited, being the operating entity within the Abingdon Group is bankrupt and currently not operating. Additionally, the Abingdon Group does not currently have any employees.

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13. The purchase price set out in any Offer shall be exclusive of all applicable taxes.
14. The validity and interpretation of these Terms and Conditions and of each provision and part thereof, shall be governed by the laws of Ontario and the laws of Canada applicable therein, and shall enure to the benefit of and be binding upon the parties thereto and their respective heirs, executors, administrators, successors and assigns.
15. All stipulations as to time are strictly of the essence.
16. The Receiver may, at its sole discretion, waive or alter any or all of the conditions in these Terms and Conditions, any such waiver to be in writing. All conditions contained herein are for the exclusive benefit of the Receiver.
17. It is understood and agreed that in inviting Offers for the Assets, the Receiver is acting solely in its capacity as Receiver, and neither the Receiver, nor its agents, officers, lawyers, nor employees, shall have any personal liability under or as a result of the sale herein, or under these Terms and Conditions.
18. These Terms and Conditions are for guidance only and do not form any part of the Definitive Agreement as executed by the parties and the schedules thereto which shall constitute the entire agreement between the Receiver and the Offeror and there are no representations, warranties or collateral agreements except as expressed therein.
19. Offerors will be required to arrange any necessary financing. The Receiver will not accept any Offer that includes conditions relating to financing.
20. Unless otherwise indicated, the defined terms used in these Terms and Conditions shall have the meaning ascribed to them in the Definitive Agreement.

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of _____, 2015

AMONG:

[_____]

(the "Purchaser")

OF THE FIRST PART

ALBERT GELMAN INC., solely as Court Appointed Receiver of the assets, undertakings and Property of Abingdon Meat Packers Limited and DeSimone Investments Limited, hereafter defined, and not in its personal or corporate capacity

(the "Vendor")

OF THE SECOND PART

Recitals

1. By Order of the Ontario Superior Court of Justice in Bankruptcy and Insolvency dated the 26th day of May, 2015 (the "Receivership Order"), Albert Gelman Inc. was appointed as Receiver of all of the assets, undertakings and Property of Abingdon Meat Packers Limited and DeSimone Investments Limited, (collectively, the "Abingdon Group" or the "Debtors");
2. The Vendor wishes to sell and the Purchaser wishes to purchase the Purchased Assets, as hereafter defined, subject to the terms and conditions hereof.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In addition to any terms defined in the text of this Agreement, the following capitalized terms are defined herein as follows:

- (a) **"Accounts Receivable"** means accounts receivable, bills receivable, trade accounts, book debts, tax refunds and insurance claims relating to the business of the Debtors, whether or not recorded as such in the books and records of the Debtors, and any other amounts due or deemed to be due to the Debtors including refunds or rebates relating to the Purchased Assets;

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- (b) "**Agreement**" means this agreement of purchase and sale;
- (c) "**Appeal Period**" means the 5th business day following the granting of the Approval Order and the Vesting Order;
- (d) "**Approval and Vesting Order**" means one or more Orders of the Court, on notice to the service list in the Debtors' receivership proceedings, Ontario Superior Court of Justice in Bankruptcy and Insolvency Court file No. 35-1799420T, and all persons having a registered encumbrance against the Purchased Assets or any part thereof and such other persons as the Purchaser may reasonably request, approving this Agreement and the completion of the Transaction by the Vendor; vesting in the Purchaser all of the right, title and interest, if any, of the Debtors in the Purchased Assets free and clear of any right, title or interest of the Debtors, the Vendor or any other Person, including any Encumbrances, save and except any Permitted Encumbrances and exempting the Transaction from the application of the *Bulk Sales Act* (Ontario);
- (e) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (f) "**Closing**" means the completion of the Transaction upon the delivery of the deliverables and the performance of the arrangements set out in Section 5;
- (g) "**Closing Date**" means no later than the 7th Business Day following the granting of the Approval and Vesting Order provided the Approval and Vesting Order has not been appealed or stayed prior to the Time of Closing, or such other date agreed to by the parties hereto in writing for the completion of the Transaction;
- (h) "**Contaminant**" means any pollutant, dangerous, toxic or hazardous substance or waste of any description whatsoever (including asbestos, UFFI or chlorinated hydrocarbons), hazardous materials or contaminants including any of the foregoing as defined in any Environmental Law and without limiting the generality of the foregoing, shall also include process wastewater from an abattoir and storm water runoff discharging to, and including the contents of, Industrial Sewage Works Pond No. 1 and Pond No.2, located on the Real Property;
- (i) "**Court**" means the Ontario Superior Court of Justice in Bankruptcy and Insolvency at London, Ontario;
- (j) "**Debtors**" means Abingdon Meat Packers Limited and DeSimone Investments Limited;
- (k) "**Encumbrances**" means all claims, liabilities, liens, construction lien, mortgages, pledges, security interests, charges, restrictions and encumbrances of any kind or description, fixed or contingent, accrued or unaccrued, arising

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under contract, tort, statute or otherwise affecting or in any way relating to the Purchased Assets;

- (l) **"Environmental Activity"** means any past or present activity, event or circumstance in respect of a Contaminant, including its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation or its release into the natural environment, including the movement through or in the air, soil, subsoil, surface water or ground water;
- (m) **"Environmental Laws"** means any and all federal, provincial, municipal and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, licenses, agreements or other governmental restrictions having the force of law relating to the environment, occupational health and safety, health protection or any Environmental Activity;
- (n) **"ETA"** means the *Excise Tax Act*, R.S.C. 1985, c.E-15, as amended;
- (o) **"Excluded Assets"** means the Accounts Receivable of the Debtors, one Lactal meat processing machine with attachments and accessories secured to GE Canada Equipment Financing G.P. and the conditional sales contract or lease contract between CNH Capital Canada Ltd. and DeSimone Investments Limited in relation to the 2012 Caseih L745L loader and tractor;
- (p) **"Licenses/Approvals"** includes, but is not limited to, the Certificate of Approval – Industrial Sewage Works (Number 1476-7JYLZC) and the Certificate of Approval – Air (number 4748-76HMDQ), both issued by the Ministry of Environment and Climate Change and the license issued by the Canadian Food Inspection Agency;
- (q) **"Other Property"** means the assets listed in Schedule 'D' attached hereto;
- (r) **"Permitted Encumbrances"** means those encumbrances described on Schedule "B" to this Agreement;
- (s) **"Person"** includes an individual, body corporate, partnership, joint venture, trust, association, unincorporated organization, the Crown, any governmental authority or any other entity recognized by law;
- (t) **"Personal Property"** means the personal property listed on Schedule "C";
- (u) **"Purchased Assets"** means the Personal Property, Real Property, Other Property collectively and does not include the Licenses/Approvals or the Excluded Assets;
- (v) **"Real Property"** means the Real Property legally described on Schedule "A" including all plants, buildings, erections and improvements thereon;

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- (w) **"Receivership Order"** means the Order of the Court dated the 26th day of May, 2015 appointing Albert Gelman Inc. as Receiver;
- (x) **"Requisition Date"** means the 5th Business Day following the date on which the conditions contained in Section 4.1 are fulfilled or waived;
- (y) **"Time of Closing"** means 10:00 a.m. (EST) on the Closing Date, or such other time as the parties may mutually agree;
- (z) **"Transaction"** means the purchase and sale of the Purchased Assets;
- (aa) **"Vendor's Counsel"** means Harrison Pensa LLP.

1.2 The following are Schedules to This Agreement

- Schedule "A" - Real Property
- Schedule "B" - Permitted Encumbrances
- Schedule "C" - Equipment and Rolling Stock
- Schedule "D" - Other Property

**ARTICLE 2
PURCHASE AND SALE**

2.1 Purchase and Sale

- (a) Subject to and in accordance with the terms and conditions hereof, the Vendor shall sell to the Purchaser and the Purchaser shall purchase from the Vendor on Closing, all of the right, title and interest, if any, of the Debtors in the Purchased Assets.

2.2 Obligations Excluded

The Purchaser shall not assume and shall not be responsible or liable with respect to any liabilities or obligations of the Debtors.

2.3 Purchase Price

- (a) Subject to the Adjustments set out in Section 2.6, the purchase price (the "Purchase Price") payable by the Purchaser to the Vendor for the Purchased Assets shall be \$_____.
- (b) The Purchase Price shall be allocated among the Purchased Assets as follows:

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- (i) as to the Real Property: \$ _____;
- (ii) as to the Personal Property: \$ _____;
- (iii) as to the Other Property: \$ _____.

2.4 Deposit

- (a) The Vendor acknowledges receipt from the Purchaser of a deposit in the amount of \$ _____ (the "Deposit") to be held in trust by the Vendor in the Vendor's trust account; and
- (b) If the Transaction fails to close due to the Purchaser's default, the Vendor, in addition to any other remedies it may have, shall be entitled to retain the Deposit together with any accrued interest thereon as liquidated damages and not as a penalty.

2.5 Payment of Purchase Price

- (a) At or prior to the Time of Closing on the Closing Date the Purchaser shall satisfy the Purchase Price as follows:
 - (i) the amount of the Deposit, with accrued interest thereon, shall be retained by the Vendor and credited toward the Purchase Price; and
 - (ii) the balance of the Purchase Price, after adjustments, shall be paid to the Vendor by certified cheque, bank draft or other immediately available funds.

2.6 Adjustments

- (a) The portion of the Purchase Price allocated to the Real Property shall be subject to normal adjustments for charges for fuel, electricity, taxes, local improvement, water rates and other adjustments established by the usual practice for the purchase and sale of commercial property in Ontario;
- (b) The Purchaser acknowledges that the Vendor shall be entitled to the benefit of any reduction in the property taxes payable with respect to the Real Property for the period prior to the Closing Date; and
- (c) Other than as provided for in this Sections 2.6, there shall be no adjustments to the Purchase Price.

2.7 Taxes

- (a) The Purchaser shall pay, upon the completion of the Transaction, in addition to the Purchase Price, all applicable federal and provincial taxes exigible in connection with the completion of the Transaction including, without limitation, harmonized sales tax and land transfer tax (collectively the "Sales Taxes"). Alternatively, where applicable, the Purchaser shall have the option of

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furnishing the Vendor with appropriate exemption certificates and/or self-assessment indemnification documentation. If requested by the Purchaser, the Vendor agrees to execute an election (the "ETA Election") pursuant to Section 167(1) of the ETA to have the sale of the Purchased Assets take place without the requirement for the collection or remittance of harmonized sales tax to the extent possible. The Purchaser agrees to file such election in accordance with the provisions of the ETA.

- (b) The Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment of any Sales Taxes, including any liability or costs incurred as a result of any failure by the Purchaser to pay such taxes when due.

2.8 Title

- (a) Title to the Real Property shall be good and marketable title, in fee simple, free from all Encumbrances, save and except Permitted Encumbrances. The Purchaser shall be allowed at its expense and until the Requisition Date, to satisfy itself that on Closing it will acquire title to the Purchased Assets free of any Encumbrances other than the Permitted Encumbrances, that there are no outstanding work orders affecting the Real Property, that the Real Property are in compliance with governing municipal by-laws and that the Real Property may be insured for fire and extended coverage, and shall provide Vendor's Counsel with notice in writing of any valid requisition or objection in respect of Encumbrances against the Purchased Assets by no later than 5 p.m. (Eastern Standard Time) on the Requisition Date. If no valid objection is made in that time to the Vendor's Counsel, then title shall be deemed to have been accepted. If any valid objection is made in writing by that time, the Vendor shall have reasonable time to rectify and answer same. If the Vendor is unable or unwilling to rectify or answer any valid objection which the Purchaser shall not waive, this Agreement shall be at an end (notwithstanding any intervening negotiations or litigation or any attempt to remove or comply with the same) and the full amount of the Deposit, without any interest which may have accrued on the Deposit, shall be returned to the Purchaser forthwith, without deduction or set-off, and the Purchaser shall not be entitled to any other compensation of any kind whatsoever with respect to the failure to satisfy or comply with such requisition. The Vendor shall not be required to furnish or produce any abstract, deed, declaration or other document or evidence of title except those in its possession. The Vendor acknowledges that any Encumbrance which arises and affects the Purchased Assets after the Requisition Date ("Additional Encumbrances") shall be the responsibility of the Vendor and shall be discharged on or before Closing. If the Vendor is unable to discharge such Additional Encumbrances on or before Closing, then the Purchaser, at its sole option, shall be entitled to terminate this Agreement, and the full amount of the Deposit, without any interest which may have accrued on the Deposit, shall be returned to the Purchaser forthwith, without deduction or set-off, and the Purchaser shall not be entitled to any other compensation of any kind whatsoever with respect to the failure to satisfy or comply with such requisition.

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- (b) This Agreement and the Transaction is subject to compliance with section 50 of the *Planning Act* (Ontario).
- (c) The Purchaser acknowledges that the Vendor is not transferring any of the Debtor's interest in the Licenses/Approvals.

2.9 Risk

- (a) The Purchased Assets shall be and remain at the risk of the Vendor until Closing.
- (b) If, prior to the Closing, the Purchased Assets shall be substantially damaged or destroyed by fire or other casualty, or if a substantial portion of the Purchased Assets are lost due to theft or expropriation, then the Purchaser shall have the option of terminating the Transaction. Such option shall be exercised within two (2) Business Days after written notification to the Purchaser by the Vendor, of the occurrence of the loss or damage, and upon such exercise, this Agreement shall be terminated automatically and the Purchaser shall be entitled only to a return of the Deposit, without any interest which may have accrued on the Deposit and without deduction or set-off, and the Purchaser shall not be entitled to any other compensation of any kind whatsoever with respect to the failure to close as a result of such loss or damage. If such option is not exercised by the Purchaser, the parties shall complete the Transaction and the proceeds of insurance, if any, referable to such loss or damage or compensation for expropriation shall be vested in the Purchaser on the Closing, and the Vendor shall (i) pay over to the Purchaser after the Closing any proceeds of insurance or compensation for expropriation received by the Vendor forthwith after the Vendor's receipt thereof and (ii) use its best efforts to assist the Purchaser in the collection of such insurance proceeds or compensation for expropriation, provided that the Vendor shall not be required to expend any moneys in such efforts.
- (c) Where any loss or damage is not substantial, then the Transaction shall be completed and the proceeds of insurance referable to such loss or damage or compensation for expropriation shall be vested in the Purchaser on the Closing, and the Vendor shall (i) pay over to the Purchaser after the Closing the proceeds, if any, of insurance or compensation for expropriation received by the Vendor forthwith after the Vendor's receipt thereof and (ii) use its best efforts to assist the Purchaser in the collection of such insurance proceeds or compensation for expropriation, provided that the Vendor shall not be required to expend any moneys in such efforts.
- (d) For these purposes, the terms "substantially" and "substantial" mean a loss or damage to any portion of the Purchased Assets with a replacement or repair cost in excess of \$250,000, such cost to be determined by an independent, arm's length qualified expert.

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**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of the Vendor

- (a) The Vendor hereby makes the following representations and warranties to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties in entering into this Agreement and completing the Transaction:
- (i) Receivership Order. The Receivership Order is in full force and effect;
 - (ii) Residency. The Vendor is not a non-resident person within the meaning of Section 116 of the *Income Tax Act* (Canada).

3.2 Representations and Warranties of the Purchaser

The Purchaser hereby makes the following representations and warranties to the Vendor and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement and completing the Transaction:

- (a) Corporate Existence. The Purchaser is a corporation incorporated and existing under the laws of Ontario;
- (b) Capacity and Due Authorization. The Purchaser has the necessary capacity to enter into this Agreement and perform its obligations under this Agreement and any other agreements or instruments to be delivered or given by it pursuant to this Agreement. The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the Transaction have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) Binding Agreement. This Agreement and any other agreements entered into pursuant to this Agreement to which the Purchaser is a party constitute legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (d) Brokers. There are no commissions, finder's fees or brokerage fees arising out of the transactions contemplated by this Agreement. The Purchaser agrees that if any claims should be made for commissions allegedly arising from the execution of this Agreement or any sale of the Purchased Assets to the Purchaser by any broker by reason of any acts of the Purchaser, the Purchaser will protect, defend, indemnify and hold the Vendor harmless from and against any and all losses, liabilities and expenses in connection therewith; and
- (e) Lagoons. The Purchaser hereby acknowledges that it is aware of the ongoing obligation to maintain the lagoons located on the Real Property and

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undertakes to maintain the lagoons and to indemnify the Vendor and the Debtors from any liabilities that arise in relation to the sewage lagoons following the Closing of the transactions contemplated by this Agreement including, but not limited to, compliance with all applicable Environmental Laws.

(f)

3.3 As Is, Where Is

- (a) The Purchased Assets are being sold on an "as is, where is" basis. The Purchaser will conduct such inspections and investigations concerning the Purchased Assets as the Purchaser considers appropriate and will satisfy itself concerning all matters affecting the Purchased Assets. No warranty or condition, either express or implied, statutory or non-statutory, oral or written has been or will be given by the Vendor as to the title, Encumbrances, description, condition, quality, cost, size, quantity, fitness for any present or intended purpose or use, merchantability, state of repair, degree of maintenance, durability, marketability, transferability, compliance or non-compliance with Environmental Laws or otherwise concerning the Purchased Assets save and except for the express warranties given in Section 3.1. The Purchaser acknowledges that it will satisfy itself with respect to all such matters. All conditions and warranties expressed or implied pursuant to the provisions of the *Sale of Goods Act of Ontario* do not apply hereto and have been waived by the Purchaser. Any documentation, materials or information provided by the Vendor to the Purchaser regarding the Purchased Assets, or any part thereof, was provided solely for the convenience of the Purchaser and is not warranted or represented to be complete or accurate and does not form part of this Agreement. The Purchaser shall and shall be deemed to rely entirely on its own inspectors and investigations concerning the Purchased Assets.
- (b) For greater certainty, the Vendor has not made and will not make any representation or warranty whatsoever as to a) the existence or non-existence of Contaminants on the Real Property, b) the compliance of the Real Property with any Environmental Laws, c) the discharge of Contaminants or Environmental Activity from, on, or in relation to the Real Property, and d) the existence, state, nature, identity, extent or effect of any investigations, administrative orders, control orders, stop orders, compliance orders or any other orders proceedings or actions under any Environmental Laws in relation to the Real Property. The Purchaser acknowledges that it shall have no recourse against the Vendor with respect to the environmental condition of the Real Property and will satisfy itself with respect to same.
- (c) The Vendor has not made and will not make any representation or warranty whatsoever as to the transferability of the Debtor's interest in the Licenses/Approvals. The Purchaser shall undertake its own due diligence to determine whether the transfer of such Licenses/Approvals is necessary and the Purchaser shall undertake to complete such transfers without any obligation on the Vendor.

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- (d) The Purchaser acknowledges that any statement made by the directors, officers or shareholders of the Debtors, or any party related to the Debtors shall not be a representation or warranty of the Vendor and the Purchaser shall rely on any such statements at the Purchaser's own risk.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) Representations and Warranties: The representations and warranties of the Vendor made in or pursuant to this Agreement shall be true and accurate at the Time of Closing with the same force and effect as though such representations and warranties had been made as of the Time of Closing; and
- (b) Fulfillment of Obligations: The Vendor shall have complied in all material respects with all agreements and obligations herein agreed to be performed or caused to be performed by it at or prior to the Time of Closing.

The conditions contained in this Section 4.1 are inserted for the exclusive benefit of the Purchaser and may be waived in whole or in part by the Purchaser at any time without prejudice to any of its rights of termination in the event of non-performance of any other condition in whole or in part. If any of the conditions contained in Section 4.1 is not fulfilled or complied with at or prior to the time for the fulfillment of same, the Purchaser may terminate this Agreement by notice in writing to the Vendor.

4.2 Conditions for the Benefit of the Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing:

- (a) Representations and Warranties: The representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and accurate at the Time of Closing with the same force and effect as though such representations and warranties had been made as of the Time of Closing;
- (b) Fulfillment of Obligations: The Purchaser shall have complied in all material respects with all agreements and obligations herein agreed to be performed or caused to be performed by it at or prior to the Time of Closing; and
- (c) No Redemption or Loss of Control: The Vendor shall not have lost its ability to convey the Purchased Assets or any part thereof.

The conditions contained in this Section 4.2 hereof are inserted for the exclusive benefit of the Vendor and may be waived in whole or in part by the Vendor at any time without prejudice to any of the Vendor's rights of termination in the event of non-

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performance of any other condition in whole or in part. If any of the conditions contained in Section 4.2 hereof are not fulfilled or complied with at or prior to the Time of Closing, the Vendor may terminate this Agreement by notice in writing to the Purchaser.

4.3 Mutual Conditions

- (a) The obligations of each of the Vendor and the Purchaser to complete the Transaction is subject to the satisfaction of the following conditions precedent, which are for the mutual benefit of the Vendor and Purchaser:
- (i) No Legal Action: No action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the completion of the Transaction or the right of the Purchaser to own the Purchased Assets after the Time of Closing;
 - (ii) Approval and Vesting Order: Prior to the Closing, the Approval and Vesting Order shall be obtained; and
 - (iii) No Stay or Appeal: At the time of Closing, the Approval and Vesting Order shall not be stayed or vacated and no appeal of the Approval Order and Vesting Order shall have been commenced and be outstanding.

The conditions contained in this Section 4.3 are inserted for the mutual benefit of the Vendor and the Purchaser and may be waived in whole or in part by the Vendor and the Purchaser. If any of the conditions contained in this Section 4.3 are not fulfilled or complied with at or prior to the Time of Closing, the Vendor and the Purchaser may each terminate this Agreement by notice in writing to the other.

- (b) As soon as practicable after fulfillment or waiver of the conditions contained in Section 4.1, the Vendor shall make an application to the Court for the Approval and Vesting Order.

4.4 Effect of Termination

In the event of termination of this Agreement at or prior to the Time of Closing pursuant to Sections 4.1, 4.2(c) or 4.3, all obligations of the Parties pursuant to this Agreement shall be at an end, the Deposit, without any interest which may have accrued, shall be returned to the Purchaser, without set-off or deduction, and neither party shall have any further liability or obligation to the other by virtue of or under this Agreement. In the event of termination of this Agreement at or prior to the Time of Closing pursuant to Sections 4.2(a) or 4.2(b), all obligations of the Parties pursuant to this Agreement shall be at an end and will result in the forfeiture of the Deposit.

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Date, Place and Time of Closing

- (a) Unless otherwise agreed by the parties in writing, the Closing shall take place at the Time of Closing on the Closing Date at the offices of the Vendor's Counsel or as otherwise determined by mutual agreement of the parties in

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writing. The Vendor and the Purchaser acknowledge that the Transaction insofar as it relates to the Real Property will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O.1990, c. L4, as amended. The Vendor and the Purchaser further acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser shall be governed by a Document Registration Agreement to be entered into between the Purchaser's Counsel and the Vendor's Counsel substantially in the form of the Agreement adopted by the Law Society of Upper Canada.

5.2 Deliveries at Closing

- (a) At or prior to the Closing, the Vendor shall deliver to the Purchaser the following:
- (i) a Statutory Declaration of the Vendor that it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
 - (ii) a notarial copy of the Receivership Order, Approval and Vesting Order and such documents as necessary to register same against title to the Real Property;
 - (iii) all key, security cards and access codes for the Real Property in the Vendor's possession;
 - (iv) the ETA Election;
 - (v) a Certificate of the Vendor certifying that, except as disclosed in the Certificate, the Vendor has not been served with any Notice of Appeal with respect to the Receivership Order, Approval and Vesting Order, or any notice of any application, motion or proceeding seeking to set aside or vary the Receivership Order, Approval and Vesting Order or to enjoin, restrict or prohibit the Transaction;
 - (vi) a Certificate, dated the Closing Date, confirming that all representations and warranties of the Vendor contained in this Agreement are true as of the Time of Closing, with the same effect as though made on and as of the Time of Closing;
 - (vii) A Certificate, dated the Closing Date, in the form attached to the Approval and Vesting Order;
 - (viii) an Acknowledgment, dated the Closing Date, that each of the conditions precedent in Section 4.2 of this Agreement have been fulfilled, performed or waived as of the Time of Closing;
 - (ix) a Statement of Adjustments for the portion of the Purchase Price allocated to the Real Property;
 - (x) an undertaking by the Vendor to readjust the adjustments set out in Section 2.6(a);
 - (xi) the Vendor's non-merger Certificate relating to Section 6.2 in form and substance satisfactory to the Purchaser, acting reasonably;
 - (xii) vacant possession of the Real Property; and
 - (xiii) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

At or prior to the Closing, the Purchaser shall deliver to the Vendor the following, each of which shall be in form and substance satisfactory to the Vendor, acting reasonably:

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- (i) payment in full of the balance of the Purchase Price payable with respect to the Purchased Assets by certified cheque, bank draft, or other immediately available funds;
- (ii) an undertaking by the Purchaser to readjust the adjustments set out in Section 2.6(a);
- (iii) Certificate, dated the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Time of Closing, with the same affect as though made on and as of the Time of Closing;
- (iv) an Acknowledgment dated the Closing Date, that each of the conditions precedent in Section 4.1 have been fulfilled, performed or waived as of the Time of Closing;
- (v) the Purchaser's non-merger certificate relating to Section 6.2 in form and substance satisfactory to the Vendor, acting reasonably;
- (vi) such directions, acknowledgments and other documents as may be necessary or desirable to ensure that the benefit of any reduction in the property taxes payable with respect to the Real Property for the period prior to the Closing Date is received by the Vendor;
- (vii) payment or evidence of payment of applicable federal and provincial taxes or alternatively, appropriate exemption certificates, including the ETA Election; and
- (viii) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement insofar as it relates to the completion of the Transaction with respect to the Premises.

5.3 Possession of Assets

The Vendor shall remain in possession of the Purchased Assets until the Time of Closing. Upon the completion of the Transaction, the Vendor shall yield up possession of the Purchased Assets to the Purchaser and the Purchaser shall take possession of the Purchased Assets where situate. Title to the Purchased Assets shall not pass to the Purchaser until the completion of the Transaction.

ARTICLE 6 GENERAL

6.1 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by confirmed facsimile or sent by prepaid courier with tracking facilities addressed as follows:

If to the Purchaser:

With a copy to:

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If to the Vendor: Albert Gelman Inc.
100 Simcoe Street, Suite 125
Toronto, ON M5H 3G2
Fax: 416-504-1655
E-mail: jalbert@albertgelman.com
Attn: Joe Albert

With a copy to: Harrison Pensa LLP
Barristers & Solicitors
450 Talbot Street
London, ON N6A 4K3
Fax: 519-967-0388
E-mail: thogan@harrisonpensa.com
Attn: Timothy C. Hogan

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day). Any party may at any time change its address for service from time to time by giving notice to the other party in accordance with this Section 6.1.

6.2 Survival Following Completion

Notwithstanding any other provision of this Agreement, Section 2.6 and Article 3 shall survive the termination of this Agreement and the completion of the Transaction. Provided that upon the discharge of the Vendor as Receiver, its obligations by reason of same shall be at an end and it shall have no continuing obligations by reason thereof.

6.3 Expenses

Unless otherwise provided herein, the Vendor and the Purchaser shall be responsible for the expenses (including fees and expenses of legal advisors, accountants and other professional advisers) incurred by them, respectively, in connection with the negotiation and settlement of this Agreement and the completion of the Transaction. In the event of termination of this Agreement, other than as a result of non-fulfillment of a condition in Sections 4.1, 4.2 or 4.3, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by the other party.

6.4 Further Assurances

Each of the parties shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other parties hereto may reasonably require from time to time after Closing at the expense of the requesting party for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within

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its power to implement to their full extent the provisions of this Agreement. Provided that upon the discharge of the Vendor as receiver and manager its obligations under this paragraph shall be at an end and it shall have no continuing obligation under this paragraph.

6.5 Entire Agreement

This Agreement, including all Schedules referenced herein and attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. No reliance is placed by any party hereto on any warranty, representation, opinion, advice or assertion of fact made by any party hereto or its directors, officers, employees or agents, to any other party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included in this Agreement.

6.6 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding, unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.7 Currency

All references to dollar amounts in this Agreement are references to the lawful money of Canada.

6.8 Extended Meanings

Words importing the singular include the plural and vice versa. The terms "including" means "including without limitation", and such terms as "includes" have similar meanings.

6.9 Rights Cumulative

The rights and remedies of the parties hereunder are cumulative and not alternative.

6.10 Vendor's Capacity

The Vendor is acting solely in its capacity as receiver of the Debtors and the Real Property shall have no personal or corporate liability under this Agreement. Any claim against the Receiver shall be limited to, and only enforceable against the property and assets then held by or available to the Receiver in its capacity as Receiver and shall not apply to its personal property and assets held by it in any other capacity. The Receiver shall have no personal or corporate liability of any kind, whether in equity,

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contract, tort or otherwise. The term "Receiver" as used in this Agreement shall have no inference or reference to the present registered owner of the Property.

6.11 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties irrevocably attorns to the Courts of the Province of Ontario.

6.12 Interpretation Not Affected by Headings

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. References to a Section refer to the applicable section of this Agreement.

6.13 Time of Essence

Time shall be of the essence of every provision of this Agreement provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors.

6.14 Counterparts

This Agreement and any agreement or instrument delivered in accordance herewith, may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile or electronic transmission in "PDF" format of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[_____]

Per: _____

Name:

Title:

I have authority to bind the Corporation

ALBERT GELMAN INC., solely as Court Appointed Receiver
of Abingdon Meat Packers Limited and DeSimone Investments
Limited, not in its personal or corporate capacity

Per: _____

Name:

Title:

I have authority to bind the Receiver

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SCHEDULE "A"

Real Property

Legal Description: Pt Lt 15 Con 4 Caistor Pts 1, 2, 3, 4, 30R876 Except Pts 1, 2, 3, 30R4290
& Pt 1, 30R7032; S/T CS 9886; West Lincoln

Municipal Address: 1607 Abingdon Road, Caistor Centre, Ontario

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SCHEDULE "B"

Permitted Encumbrances

1. Easement in favour of The Hydro-Electric Power Commission of Ontario registered on March 18, 1952 as Instrument No. CS9886;
2. Plan 30R-876 registered on June 27, 1974;
3. Site Plan Agreement registered on November 5, 1992 as Instrument No. RO657597;
4. Site Plan Agreement registered on April 27, 1995 as Instrument No. RO695089;
5. Transfer registered on January 31, 1996 as Instrument No. RO705974; and
6. Site Plan Agreement registered on December 21, 2004 as Instrument No. NR50469.

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SCHEDULE "C"

Equipment and Rolling Stock

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SCHEDULE "D"

Other Property

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APPENDIX P



HARRISON PENZA

June 1, 2015

Via E-Mail Jalbert@albertgelman.com

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

Dear Sir:

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

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

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

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

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Lawyers LAW FIRMS WORLDWIDE

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

A. Assumptions and Qualifications

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

B. AMPL - Personal Property Security

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

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

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

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

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

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

The AMPL GSA is perfected by the above noted registration under the PPSA dated October 17, 2006.

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

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C. DIL - Personal Property Security

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

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

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

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

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

D. Real Property Security

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

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

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

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

¹ Site Plan Agreement

E. Summary

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

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

Yours truly,

HARRISON PENSA ^{LLP}



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

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SCHEDULE "A"

ASSUMPTIONS

A. Authenticity and Accuracy

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

B. Capacity

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

C. Security Documents

We have assumed that:

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

D. Existence of Debt and Security Matters

We have assumed that:

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

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

E. Factual Matters

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

F. Entire Agreement

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

G. Choice of Laws

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

QUALIFICATIONS

A. Title

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

B. Enforceability

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

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

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

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

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

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

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

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

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

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

C. Limitations

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

D. Special Property, Security Interests and Registrations

1. Special Property

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

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

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

2. Security Interests and Registrations

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No searches have been made:

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

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

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

E. Collateral

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

F. Searches

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

G. Choice of Law

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

H. Maintaining Perfection

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

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I. Priority

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

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APPENDIX Q

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. 1

AMOUNT \$20,000.00

1. THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of the assets, undertakings and properties of Abingdon Meat Packers Limited and DeSimone Investments Limited acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 26th day of May, 2015 (the "Order") made in an action having Court File Number 35-1799420T, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$20,000, being part of the total principal sum of \$250,000 which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded daily after the date hereof at a notional rate per annum equal to the rate of 5% per cent above the prime commercial lending rate of Bank of Montreal from time to time.
3. Such principal sum with interest thereon is, by terms of this Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at London, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED at Toronto, this the 18th day of June, 2015

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

Per: _____

Name: Joe Albert

Title: A.S.O

APPENDIX R

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**ABINGDON MEAT PACKERS LIMITED and
DESIMONE INVESTMENTS LIMITED**

Respondents

**AFFIDAVIT OF JOE ALBERT
(Sworn on June 26, 2015)**

I, Joe Albert, of the City of Toronto, make oath and say as follows:

1. I am a Partner of Albert Gelman Inc., Court appointed receiver of Abingdon Meat Packers Limited and DeSimone Investments Limited (“Receiver”), and as such have knowledge of the facts herein deposed to.
2. The Receiver has prepared an invoice in connection with its fees and disbursements for the period ending June 26, 2015.
3. A summary of the Receiver’s time by staff member is as follows:

<u>Staff member</u>	<u>Position</u>	<u>Hours Worked</u>	<u>Hourly Rate</u>	<u>Total</u>
Joe Albert, CPA, CIRP, Trustee in Bankruptcy	Principal	36.0	\$ 370	\$ 13,320.00
Tom McElroy, CPA, CA, CBV, CIRP, Trustee in Bankruptcy	Manager	47.2	\$ 285	\$ 13,452.00
Bryan Gelman, CIRP, Trustee in Bankruptcy	Principal	3.9	\$ 370	\$ 1,443.00
Daphna Cherniak	Estate Administrator	0.7	\$ 80	\$ 56.00
		<u>87.8</u>	<u>\$ 322</u>	<u>\$ 28,271.00</u>

4. The Receiver’s total fees are \$28,271, its total hours spent is 87.8 and, therefore, its average hourly rate is calculated to be \$322.

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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 26th day of June, 2015.

)
)
)



Joe Albert



A Commissioner, etc.

**Bryan Adam Gelman, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.,
Trustee in Bankruptcy. Expires February 17, 2017.**

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DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

EXHIBIT A

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
26/05/2015	TMCELROY	Email to property appraiser; File administration; Email to Dave of AB Wass re email notification; Email to Joanne Lapatina re insurance coverage; Email to property appraiser; Review draft property appraisal and email to Joe re same;	1.40	\$285.00	\$399.00
26/05/2015	JALBERT	review of property appraisal	0.30	\$370.00	\$111.00
26/05/2015	JALBERT	Email to owners on appointment of court receiver and that the Receiver consents to their continued access to property and assistance on plant maintenance and security	0.20	\$370.00	\$74.00
27/05/2015	JALBERT	review of LOI provided by debtor's counsel; set up conf call with counsel and BMO to discuss sales process (.4); review of appraisal (.8); conf call with MOECC (.8); Conf call with counsel and BMO (.6); meeting with BG to consider and discuss sales process (.3); monthly budget to BMO to support borrowing request (.2); insurance renewal/replacement and consider with Tom amount of coverages and costs (.2)	3.40	\$370.00	\$1,258.00
27/05/2015	TMCELROY	Review letter of intent from Advance Agriculture Inc.; Calls (2) with Joanne Lapatina re insurance coverage; Call with Ministry re status of ponds and environmental compliance; Email to David re security system; Email to Joanne Lapatina re property appraisal and effect on insurance coverage; Finalize insurance survey form and vacancy questionnaire; Conference call with Tim Hogan, Mike Siek, Joe Albert and Tony Van Klink; Update receivership administration disbursement budget; Email to Ministry of Environment; Email to Beth Pace re existing insurance coverage;	3.90	\$285.00	\$1,111.50
27/05/2015	BGELMAN	Mtg with Tom McElroy re strategy and other file matters, including insurance, Ascend accounts and appointment order;	0.90	\$370.00	\$333.00
28/05/2015	TMCELROY	Email to Luke DeSimone and Greg Brown re flow meter installation; Review of mail; Discuss insurance coverage with Joe Albert; Email to Joanne Lapatina; Call with prospective purchasers and discussions with Joe Albert re same; Formulate sales process with Joe Albert; Email to appraiser; Finalize Insurance Survey Form; Review and respond to email from Trustee;	2.20	\$285.00	\$627.00

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DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Date	Client	Description	Hours	Rate	Total
28/05/2015	JALBERT	TC insurance broker on insurance costs and rates and discuss with Tom given quote of \$10,000 per month (.3); discuss prospective buyer and sales process with Tom (.2); EM exchange with debtors and Pollutech on flow meter required by MOECC and discuss with TM(.2); EM to BMO requesting consent to reduce insurance coverage to ACV on replacement policy (.1); Terms of Sale precedent and forward to counsel along with considerations on CFDA and MOECC licenses (.5); execute consent to registration on title (.1); final approval of RE appraisal (.1); meeting with Tom on commencement of report to court on sales process (.2); review draft corresp between counsel and debtor's counsel on LOI and discuss with counsel (.4)	2.10	\$370.00	\$777.00
29/05/2015	JALBERT	EM recommendation from Pollutech on required operations manual (.1); commence drafting of marketing approach report (2.5)	2.60	\$370.00	\$962.00
29/05/2015	TMCELROY	Email to real estate appraiser; Approve disbursements (5); Draft ltrs to each of Antec Appraisal Group, Asset Services Inc., AB Wass, Pollutech and Hilco Assets Sales Canada;	1.60	\$285.00	\$456.00
01/06/2015	TMCELROY	Draft email to Luke re Insurance; Review of mail; Email to Trustee;	0.70	\$285.00	\$199.50
01/06/2015	DCHERNIAK	Assembled cheques;	0.50	\$80.00	\$40.00
01/06/2015	BGELMAN	Review and approval of 4 cheques and information with Tom re certain disbursements;	0.10	\$370.00	\$37.00
01/06/2015	JALBERT	Review of MOECC Minutes of conf call and approve (.2); review legal opinion on BMO Security (.1)	0.30	\$370.00	\$111.00
02/06/2015	DCHERNIAK	Bank Reconciliation for April 2014;	0.10	\$80.00	\$8.00
02/06/2015	TMCELROY	Draft marketing plan;	1.30	\$285.00	\$370.50
03/06/2015	TMCELROY	Draft marketing plan for Court report;	4.40	\$285.00	\$1,254.00
03/06/2015	BGELMAN	Strategy mtg with Tom McElroy re marketing plan;	0.30	\$370.00	\$111.00
04/06/2015	TMCELROY	Call with Taylor Wilson of DTZ; Draft marketing plan for Court report; Draft Receiver first report to Court;	1.20	\$285.00	\$342.00
04/06/2015	JALBERT	TC Asset re: enquiry of equipment; discuss marketing report with Tom (.4); tc Colliers re: potential clients that may have an interest (.3)	0.70	\$370.00	\$259.00
05/06/2015	TMCELROY	Approve disbursement; Draft letter to FCA Insurance; Email to Adriana at FCA Insurance brokers; Draft marketing plan for Court report;	2.10	\$285.00	\$598.50
05/06/2015	JALBERT	work on marketing plan report and discuss with TM	0.60	\$370.00	\$222.00
06/06/2015	JALBERT	work on marketing process report and send to BG for final edit	2.00	\$370.00	\$740.00

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DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
07/06/2015	JALBERT	discuss report to court on marketing process with BG and review his email comments	0.40	\$370.00	\$148.00
07/06/2015	BGELMAN	Review and revisions to report to Court; email to Joe Albert and Tom McElroy re suggestions;	2.20	\$370.00	\$814.00
08/06/2015	TMCELROY	Draft Receiver's report to Court; Email to Luke DeSimone; Call with Taylor Wilson of DTZ Barnike (commercial realtor);	2.00	\$285.00	\$570.00
08/06/2015	JALBERT	work on report to Court with Tom (1.2) ; email to principals for conference call to discuss and obtain their input on sales process for business (.2); TC DTZ niagara to discuss matter and selling options (.4)	1.80	\$370.00	\$666.00
08/06/2015	BGELMAN	Follow-up meeting re sales process strategy;	0.40	\$370.00	\$148.00
09/06/2015	TMCELROY	Approve deposit; Review of mail;	0.20	\$285.00	\$57.00
09/06/2015	JALBERT	review of terms of sale provided by solicitor (.2); review and consider respond to demand of solicitor of principals for accounting, detail of records etc (.1)	0.30	\$370.00	\$111.00
10/06/2015	TMCELROY	Draft report to Court; Review of mail;	2.40	\$285.00	\$684.00
10/06/2015	JALBERT	Follow up with Luk on outstanding reporting on plant visits (.1); respond to solicitor on requests from solicitor of principals for accounting etc (.1); detailed review of draft terms and conditions and APS and comments to counsel for discussion (1.5); review alternative precedent for sales process which includes assistance by third party with experience in industry (.3)	2.00	\$370.00	\$740.00
11/06/2015	TMCELROY	Draft report to Court; Email to Luke DeSimone re site visits; Conference call with Joe Albert and counsel re APS and sales process;	4.80	\$285.00	\$1,368.00
11/06/2015	JALBERT	meeting with TM to discuss report to court contents (.2); conf call with counsel on APS terms and conditions	0.90	\$370.00	\$333.00
12/06/2015	JALBERT	Enquiry from GE on status of payments for their equip	0.10	\$370.00	\$37.00
14/06/2015	JALBERT	respond to enquiry on property by RE agent claiming to have client (.1); review and comments on draft 1st report to Court (.4); analysis of Financial Statements 2010-2014 (1.0); Draft e-protocol document layout (.3)	1.80	\$370.00	\$666.00

000127

DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Date	Client	Description	Hours	Rate	Amount
15/06/2015	JALBERT	work on layout for e-protocol documents (.2); enquiry with Deloitte on sales records and AR confirmations and response (.2); work on report to court and proposed solicitation process (1.5); EM from new president of Abingdon and letter setting out proposal to set aside bankruptcy and bring secured creditors current, consider matter, comment on major issues addressed and forward to counsel for discussion (.4); notice from town re: property tax arrears and planned notices (.1)	2.40	\$370.00	\$888.00
15/06/2015	JALBERT	EM re: pending cancellation of life insurance policies	0.10	\$370.00	\$37.00
15/06/2015	TMCELROY	Draft report to Court;	0.60	\$285.00	\$171.00
16/06/2015	TMCELROY	Email to Melinda Dent from the Township of West Lincoln re property tax registration; Call with Susie at Enbridge Gas re access to premises to conduct reading; Email to Luke DeSimone; Review of mail; Review and respond to correspondence from Luke DeSimone re corporate life insurance; Email to Enbridge Gas; Review of property claim of White Veal Meat Packers Ltd. and email to Luke DeSimone re same; Prepare website landing page;	3.40	\$285.00	\$969.00
16/06/2015	JALBERT	notice from MOECC for 3,800 fee re: amendment application, review and discuss with Pollutech; update BMO on matter (.5); discuss notice re: life insurance policies with tom for follow up with principals (.1)	0.60	\$370.00	\$222.00
16/06/2015	JALBERT	wording and comments to counsel on Terms and Conditions of sale (.3); amendments to e-protocol design and update service list for Receiver (.3); meeting Tom to review draft 1st report to Court on actions and sales process (.5); open Ascend data for court receivership and apply for trust banking, request BMO approval to transfer funds from private receiver as secured advance to court receiver under Certificate (.3); draft Notice of Receiver for court appointment (.4)	1.90	\$370.00	\$703.00
17/06/2015	TMCELROY	Draft report to Court; Review of mail;	3.00	\$285.00	\$855.00
17/06/2015	JALBERT	prepare updated service list; comments to counsel on proposal from new CEO of debtors, correspondence from Town on tax arrears and intention to register a tax certificate and commence a sales process (.8); work on first report to Court further from TM's latest draft (1.5)	2.30	\$370.00	\$851.00

000128

DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Date	Client	Description	Hours	Rate	Amount
18/06/2015	TMCELROY	Email to Marcello Tomassetti of White Veal Meats re property claim form; Draft email to Luke DeSimone re corp. owned life insurance policies; Prepare Receiver's certificate no. 1; Approve deposit requisition; Email to Joanne Lapaitna of FCA Insurance brokers; Draft Report to Court; Email to Angela Rose of Enbridge;	5.00	\$285.00	\$1,425.00
18/06/2015	JALBERT	execute Receiver's certificate for \$20,000 advance	0.10	\$370.00	\$37.00
18/06/2015	JALBERT	property claim from White Veal for truck, details from DeSimone on matter and discuss with TM (.1) complete notice of Receiver and email to Trustee and fax to OSB (.2); discuss report with Tom, update service list (.3)	0.60	\$370.00	\$222.00
18/06/2015	JALBERT	discussion with Tom on life insurance policies on principals and enquiry from principals to have them transferred	0.10	\$370.00	\$37.00
19/06/2015	TMCELROY	Email to Mike S re Receiver's certificate; Email to Luke DeSimone re correspondence from ministry of agriculture, food and rural affairs; Finalize report and email same to counsel; Email to counsel re tax arrears certificate; Update prospective buyers log; Email to Bmo Counsel re life insurance policies; Email to Luke re White Veal Property on premises;	1.80	\$285.00	\$513.00
19/06/2015	JALBERT	review and amendments to report to court (.7)	0.70	\$370.00	\$259.00
22/06/2015	JALBERT	follow up with BMO on funding request (.1); Update draft Receiver's First report based on comments from Independent counsel, review draft notice of motion (2.0)	2.10	\$370.00	\$777.00
23/06/2015	TMCELROY	Draft email to Ms. Dent re registration of tax certificate on Abingdon road property; Email to Luke DeSimone re grass cutting and plant cleaning; Email to Sharon Glass of Manulife re life insurance policies; Emails to Luke DeSimone (2); Email to Jennifer Beatty of GE capital re secured claim; Review CNHI demand letter and consideration of same; Draft email to Kelly Nicholas of CNIH Capital; Review of draft notice of motion; Emails (2) to Rob Behler re report to Court; Finalize report to Court; Approve disbursement;	3.70	\$285.00	\$1,054.50
23/06/2015	JALBERT	review and amendments to draft terms and conditions and offer sheet for counsel (1.0); review draft terms and conditions drafted by counsel and provide amendments and comments/questions for counsel (1.0); review and approve account of legal counsel for inclusion in First Report to Court (.2)	2.20	\$370.00	\$814.00
23/06/2015	DCHERNIAK	Bank Reconciliation for May 2015;	0.10	\$80.00	\$8.00

000129

DeSimone Investments Limited, in Receivership
 c/o Albert Gelman Inc.
 100 Simcoe St. Suite 125
 Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Date	Staff	Description	Hours	Rate	Amount
24/06/2015	JALBERT	update from counsel on trademark search and amendments to APS (.2); TC Asset re; prospective purchaser (.1); discuss with TOM buyout of tractor, potential equity and related matters (.1); em exchange with counsel on draft Terms and scheduling of motion (.3)	0.70	\$370.00	\$259.00
24/06/2015	TMCELROY	Call with Jennifer Beaty of GE Capital re loan for conveyor system; Email to Jennifer Beaty;	0.40	\$285.00	\$114.00
24/06/2015	JALBERT	TC GE on their equipment security with Tom and consideration of whether we will still exclude from sales process	0.30	\$370.00	\$111.00
25/06/2015	JALBERT	EM exchange re: Town tax certificate and notice of stay of filing (.1); MOE conf call on Lagoons (.5)	0.60	\$370.00	\$222.00
25/06/2015	TMCELROY	Monthly conference call with MOECC, Luke DeSimone, Greg Brown and Joe Albert; Email to Luke DeSimone re life insurance; Email to David at AB Wass; Emails to Joe re status of property tax credits; Email to Shannon Gass at Manulife; Review of mail;	1.10	\$285.00	\$313.50
26/06/2015	JALBERT	TC Indusite re: prospective buyers and status of sales process; Completion of court report;	1.80	\$370.00	\$666.00

Total Fees: \$28,271.00
HST: \$3,675.23

Summary by Staff:

Staff	Hours	Rate	Amount
Bryan A. Gelman (Principal)	3.90	\$370.00	\$1,443.00
Daphna Cherniak (Estate Administrator)	0.70	\$80.00	\$56.00
Joe E. Albert (Principal)	36.00	\$370.00	\$13,320.00
Tom McElroy (Manager)	47.20	\$285.00	\$13,452.00

Disbursements:

Non-Taxable Disbursements

PHOTOCOPIES: \$3.00

Taxable Disbursements

PHOTOCOPIES: \$15.50
 POSTAGE: \$12.32

Total Disbursements: \$30.82
HST: \$3.97

Amount Due This Invoice: \$31,980.67

000130

DeSimone Investments Limited, in Receivership
c/o Albert Gelman Inc.
100 Simcoe St. Suite 125
Toronto, ON M5H 3G2

Invoice

Invoice Date: Jun 26, 2015
Invoice No: 1846
Billing Through: Jun 26, 2015
File ID: DESIMONE-R:

Re: DeSimone Investments Limited, in Receivership

Invoice Summary:	
TOTAL FEES AND DISBURSEMENTS:	\$28,301.82
TOTAL HST:	\$3,679.20
TOTAL AMOUNT DUE:	\$31,980.67

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

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

000131



APPENDIX S

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**ABINGDON MEAT PACKERS LIMITED and
DESIMONE INVESTMENTS LIMITED**

Respondents

**AFFIDAVIT OF LAUREN LEE
(Sworn June 24, 2015)**

I, **LAUREN LEE**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for Albert Gelman Inc. ("**AGI**") as Receiver of Abingdon Meat Packers ("**AMPL**") Limited and DeSimone Investments Limited ("**DIL**") (collectively the "**Debtors**") (the "**Receiver**") in the within proceeding and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as Exhibit "A" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of May 11, 2015 to June 16, 2015.

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3. Attached hereto and marked as Exhibit "B" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of May 11, 2015 to June 16, 2015 and an account statement detailing the services provided dated June 18, 2015.
4. Attached hereto and marked as Exhibit "C" is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements for the period of June 17, 2015 to June 23, 2015.
5. Attached hereto and marked as Exhibit "D" are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of June 17, 2015 to June 23, 2015 and an account statement detailing the services provided dated June 23, 2015.
6. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.
7. The fees and disbursements of Harrison Pensa in this matter are as follows:
 - a. May 11, 2015 to June 16, 2015 - \$10,591.42
 - b. June 17, 2015 to June 23, 2015 2015 - \$2,706.63
 - c. Total \$13,298.05
8. The average hourly rate charged by professionals at Harrison Pensa is \$353.81.

000133

9. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

SWORN BEFORE ME at the City
of London, in the Province of
Ontario this 24th day of
June, 2015.

A Commissioner, etc.



LAUREN LEE

000134

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**ABINGDON MEAT PACKERS LIMITED and
DESIMONE INVESTMENTS LIMITED**

Respondents

EXHIBITS

**TABS "A" TO "D" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
LAUREN LEE
SWORN THIS 24th DAY OF JUNE, 2015**



A Commissioner for taking Affidavits

000135

EXHIBIT "A"

EXHIBIT A

(From May 11, 2015 to June 16, 2015)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	11.5	\$450.00	\$5,175.00
	Michael Cassone	2002	.4	\$345.00	\$138.00
Associates	Melinda Vine	2007	.7	\$295.00	\$206.50
	Michael Mumby	2006	7.6	\$285.00	\$2,166.00
	Lauren Lee	2014	4.3	\$175.00	\$752.50
Clerks	Jana Streith		.4	\$150.00	\$60.00
TOTAL FEES					\$8,498.00
HST ON FEES					\$1,104.74
TOTAL TAXABLE DISBURSEMENTS					\$807.68
TOTAL NON TAXABLE DISBURSEMENTS					\$76.00
HST DISBURSEMENTS					\$105.00
TOTAL FEES, DISBURSEMENTS AND HST					\$10,591.42

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EXHIBIT "B"

EXHIBIT B

000137



HARRISON PENSA
450 Talbot Street
P.O. Box 3237
LONDON ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

Albert Gelman Inc.

June 18, 2015
Invoice #: 152645

File #: 162431/Timothy C. Hogan
RE: Abingdon Meat Packers Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
11-May-15	Review affidavit and e-mail to BMO counsel	.40	\$180.00	TCH
11-May-15	E-mail from BMO counsel	.20	\$90.00	TCH
12-May-15	Review motion, order, indemnity and to various e-mails and call to TVK	.60	\$270.00	TCH
12-May-15	Call with receiver re environmental issue	.50	\$225.00	TCH
19-May-15	Draft opinion to receiver	.50	\$225.00	TCH
20-May-15	To opinion letter	1.80	\$315.00	LAL
21-May-15	To opinion letter	.60	\$105.00	LAL
22-May-15	Draft opinion	1.00	\$450.00	TCH
22-May-15	Additional bank documents	.20	\$90.00	TCH
25-May-15	E-mail to counsel for BMO	.20	\$90.00	TCH
26-May-15	To order certified PPSA searches	.10	\$17.50	LAL
26-May-15	To obtaining certified PPSA reports	.40	\$60.00	JST
27-May-15	Review order and various e-mails	.40	\$180.00	TCH
27-May-15	Call with receiver and bank	.70	\$315.00	TCH
27-May-15	Review of motion record and appointing order. Conference with conveyancer. Review of acknowledgement.	.40	\$138.00	MEC
28-May-15	To review PPSA searches; to request instrument; to review law re VIN and PPSA registration; to revise reporting letter	1.20	\$210.00	LAL
28-May-15	Call with Sarsh	.20	\$90.00	TCH
28-May-15	Letter to Sarsh , review appraisal and e-mail to client	.40	\$180.00	TCH

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DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
28-May-15	Draft opinion	.50	\$225.00	TCH
28-May-15	E-mail to client	.20	\$90.00	TCH
28-May-15	Call to client	.20	\$90.00	TCH
29-May-15	To review Notice of site plan and to finalize reporting letter and schedule	.60	\$105.00	LAL
31-May-15	Amend opinion	.30	\$135.00	TCH
1-Jun-15	Finalize report	.40	\$180.00	TCH
2-Jun-15	Draft APS and call with client	.50	\$225.00	TCH
2-Jun-15	To review file; to draft motion;	.50	\$147.50	MVI
2-Jun-15	To instructions from T. Hogan; To review materials	.60	\$171.00	MMU
3-Jun-15	To Notice of Motion;	.20	\$59.00	MVI
4-Jun-15	To draft Offer to Purchase, Terms and Conditions and Agreement of Purchase and Sale	3.20	\$912.00	MMU
5-Jun-15	To call from o/c;	.20	\$90.00	TCH
5-Jun-15	Call from Brewster	.20	\$90.00	TCH
5-Jun-15	Review terms and conditions	.20	\$90.00	TCH
9-Jun-15	Draft agreement of purchase	1.70	\$765.00	TCH
9-Jun-15	To discussion with T. Hogan; To amendments to documentation; To correspondence	.80	\$228.00	MMU
10-Jun-15	Various e-mails from AGI	.40	\$180.00	TCH
11-Jun-15	Review GE lease and APS	.40	\$180.00	TCH
11-Jun-15	To review correspondence from J. Albert; To look into issues including trademarks and patents; To discussion with T. Hogan	.70	\$199.50	MMU
11-Jun-15	To conference call with J. Albert, T. Hogan and T. McElroy	.70	\$199.50	MMU
11-Jun-15	Call with client	.70	\$315.00	TCH
15-Jun-15	Letter from CEO of AMPL and e-mail to receiver	.30	\$135.00	TCH
15-Jun-15	To amendments to terms and conditions and asset purchase agreement; To correspondence with J. Albert	1.20	\$342.00	MMU
16-Jun-15	To finalize amendments; To correspondence from J. Albert	.40	\$114.00	MMU

Total Fees:	\$	8,498.00
Plus GST:		0.00
Plus HST:		1,104.74
Total Fees (INCL TAX)		<u>1,104.74</u>

\$ 9,602.74

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FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	.40	\$345.00	\$138.00
Timothy C. Hogan	11.50	\$450.00	\$5,175.00
Lauren Lee	4.30	\$175.00	\$752.50
Michael Mumby	7.60	\$285.00	\$2,166.00
Melinda Vine	.70	\$295.00	\$206.50
Jana Streith	.40	\$150.00	\$60.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$16.00
Register Application	\$60.00
Total Non-Taxable Disbursements:	<u>76.00</u>

TAXABLE DISBURSEMENTS

Corporate Services	12.50
Cyberbahn - Corporate Profile	26.00
Cyberbahn - PPSA	277.50
Teranet Search	62.00
Teranet Writs	14.00
Courier	53.68
B&W Photocopies	131.00
Bank Act Searches (Outside)	16.00
Subsearch Fee	35.00
Teranet Registration Fee	10.00
Registration Services	35.00
Document Preparation	55.00
Title Services	80.00
Total Taxable Disbursements:	\$ 807.68
Plus GST:	0.00
Plus HST:	105.00
Total Disbursements (INCL TAX)	<u>\$ 988.68</u>

TOTAL DUE & OWING**\$ 10,591.42**

000140

GST \ HST REGISTRATION NO: R867630543

Interest of 1.0% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.


TERMS: DUE UPON RECEIPT - Mastercard and Visa AcceptedHARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP

Per: _____

Timothy C. Hogan



E. & O.E.

000141

GST \ HST REGISTRATION NO: R867630543

Interest of 1.0% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENZA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

EXHIBIT "C"

EXHIBIT C

(June 17, 2015 to June 23, 2015)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	3.9	\$450.00	\$1,755.00
	Michael Cassone	2002	.6	\$345.00	\$207.00
Associates	David Canton	1995	.4	\$400.00	\$160.00
	Michael Mumby	2006	.8	\$285.00	\$228.00
Clerk	Kelly Bryant		.1	\$140.00	\$14.00
TOTAL FEES					\$2364.00
HST ON FEES					\$307.32
TOTAL TAXABLE DISBURSEMENTS					\$31.25
TOTAL NON TAXABLE DISBURSEMENTS					\$0.00
HST DISBURSEMENTS					\$4.06
TOTAL FEES, DISBURSEMENTS AND HST					\$2,706.63

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EXHIBIT "D"

EXHIBIT D

000143



HARRISON PENSA
 450 Talbot Street
 P.O. Box 3237
 LONDON ON N6A 4K3

Telephone: (519) 679 9660
 Facsimile: (519) 667 3362

Albert Gelman Inc.

June 25, 2015
 Invoice #: 152873

File #: 162431/Timothy C. Hogan
 RE: Abingdon Meat Packers Ltd.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Jun-15	E-mail to client	.20	\$90.00	TCH
17-Jun-15	Draft response to CFO	.20	\$90.00	TCH
17-Jun-15	Review draft service list	.20	\$90.00	TCH
17-Jun-15	To review notice lists in comparison to Miller Thomson, PPSA registrations and title search	.40	\$114.00	MMU
18-Jun-15	Call to BMO counsel	.20	\$90.00	TCH
19-Jun-15	E-mail to client	.20	\$90.00	TCH
22-Jun-15	Review report/APS and draft notice of motion and e-mail to client	2.70	\$1,215.00	TCH
22-Jun-15	Review of offer. Conference with conveyancer. Review of search.	.60	\$207.00	MEC
22-Jun-15	To First Report	.10	\$14.00	KBU
23-Jun-15	E-mail from client	.20	\$90.00	TCH
23-Jun-15	To review comments from J. Albert; To discussions with D. Canton regarding trademark searches; To correspondence with J. Albert	.40	\$114.00	MMU
23-Jun-15	Trademark search	.40	\$160.00	DRC

Total Fees: \$ 2,364.00
 Plus GST: 0.00
 Plus HST: 307.32
Total Fees (INCL TAX)

\$ 2,671.32

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Michael Cassone	.60	\$345.00	\$207.00
Timothy C. Hogan	3.90	\$450.00	\$1,755.00

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LAWYER	HOURS	RATE	AMOUNT
David R. Canton	.40	\$400.00	\$160.00
Michael Mumby	.80	\$285.00	\$228.00
Kelly Bryant	.10	\$140.00	\$14.00

TAXABLE DISBURSEMENTS

B&W Photocopies		31.25	
Total Taxable Disbursements:		\$ 31.25	
Plus GST:		0.00	
Plus HST:		<u>4.06</u>	
Total Disbursements (INCL TAX)			<u>\$ 35.31</u>

TOTAL DUE & OWING**\$ 2,706.63****THIS IS OUR ACCOUNT HEREIN****HARRISON PENZA LLP**Per: _____
Timothy C. Hogan

E. & O.E.

000145

GST \ HST REGISTRATION NO: R867630543

Interest of 1.0% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days.

TERMS: DUE UPON RECEIPT - Mastercard and Visa Accepted

HARRISON PENSA LLP, 450 Talbot Street, P.O. Box 3237, London ON N6A 4K3

BANK OF MONTREAL

Applicant

- and -

ABINGDON MEAT PACKERS LIMITED et al

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY
PROCEEDING COMMENCED AT
LONDON

MOTION RECORD

HARRISON PENSA LLP
Barristers & Solicitors
450 Talbot Street,
London ON N6A 5J6

Timothy C. Hogan (#36553S)
Tel: 519-679-9660
Fax: 519-667-3362

Lawyers for the Receiver

TCH/162431