

District of: Ontario
Division No.: 09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF A NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

AFFIDAVIT OF MICHAEL WAKEFIELD
(March 21, 2024)

I, Michael Wakefield, of the City of Winnipeg, in the Province of Manitoba, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of BRR Logistics Limited (“**BRR**” or the “**Company**”). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in connection with the Company’s filing of a notice of intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) for the purpose of updating the Court following a case conference regarding the Inventory Issue (as defined herein).

-2-

3. This is my second affidavit sworn in these proceedings. My first affidavit was sworn on February 23, 2024 (the “**First Wakefield Affidavit**”). A copy of the First Wakefield Affidavit, without exhibits, is attached as **Exhibit “A”**.

BACKGROUND

A. OVERVIEW OF NOI PROCEEDINGS

4. The first motion in these proceedings was heard on February 27, 2024. On that date, the Honourable Justice Conway made an order (“**First Day Order**”), among other things:

- (a) extending the time to file a proposal to April 15, 2024;
- (b) granting an administration charge;
- (c) authorizing the Company to carry out its liquidation plan;
- (d) authorizing the Company to complete sales of inventory and equipment outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000;
- (e) authorizing the Company to make payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date (as defined herein) up to the amount of the indebtedness owing to Sallyport; and
- (f) approving the First Report of the Proposal Trustee (the “**First Report**”) and the activities and conduct of the Proposal Trustee detailed therein.

5. A copy of the First Day Order and accompanying endorsement is attached hereto as **Exhibit “B”**.

6. On March 20, 2024, the Company attended a case conference before the Honourable Justice Kimmel to schedule a motion for, among other things, advice and directions in respect of the disposition of certain goods held by the Company (the “**Inventory Issue**”). The motion was scheduled to be heard on March 26, 2024, pursuant to the endorsement of Justice Kimmel dated March 20, 2024 (the “**Scheduling Order**”). A copy of the Scheduling Order is attached as **Exhibit “C”**.

B. THE BUSINESS

7. BRR is a private company incorporated under the Ontario *Business Corporations Act* with a registered head office at 107 Walker Drive, Brampton, Ontario.

8. BRR owns and operates a frozen foods sale and logistics business. The Company has two revenue streams. The majority of its revenue is derived from third party logistics (“**3PL**”) services, including distribution, storage and warehousing services for deep frozen products. The second revenue stream is the Company’s “buy-sell” line of business, which involves the purchase and supply of frozen food products to retail customers across Canada.

9. The Company’s customers include manufacturers, grocers, and brokers. Historically, the Company’s 3PL business accounted for about 75% of its annual revenue. Prior to its financial difficulty, the Company had thousands of retail customers and operated in all provinces and territories in Canada, with the majority of its business conducted in Ontario.

-4-

10. The business operated out of a leased warehouse facility in Brampton, Ontario. The Company also had leased premises in Winnipeg, Manitoba and Cambridge, Ontario, which were each used as an administrative office and customer contact center, respectively.

11. Just prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized.

12. The Company filed its NOI under the BIA on February 1, 2024 (the “**NOI Filing Date**”) due to, among other things, significant supply chain pressure and the departures of substantial customer accounts. BDO Canada Limited (“**BDO**”) was named as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”).

THE INVENTORY ISSUE

13. As indicated, as part of its 3PL business, the Company provides storage and warehousing services. Many of the customers who use the Company’s storage and warehousing services are also suppliers to the Company and have sold frozen food products to the Company in the ordinary course of business.

14. There are a number of situations in which a customer:
- (a) has supplied goods to the Company (and monies are owing by the Company to the customer for such goods); and
 - (b) has goods being stored at the Company’s warehouse (and monies are owing by the customer to the Company for such services).

-5-

15. In practice, this has meant that customers who are owed money by the Company have refused (or are likely to refuse) to pay for the Company's storage and warehousing services. The Company has, therefore, found itself in a situation where it is in possession of certain customers' products (*i.e.*, consumer packaged frozen foods), with significant accounts that are unsettled with the owners of the products.

16. The urgency of the issue stems from the fact that the Company must vacate its current warehouse facility in Brampton (where the products are stored) by March 31, 2024.

17. The Company has identified a list of the affected customers and prepared a table that reflects the volume of inventory being held and the corresponding accounts receivable owing by each customer. This table is produced below:

Vendor	Total Pallets	Total Cases	AR
DON'S BAKERY OF BARRIE LTD.	110	2,359	\$74,072.65
ELECTRIC JUICE FACTORY INC.	3	75	\$7,007.06
BEYOND BETTER FOODS, LLC	283	33,845	\$97,263.35
GELDA FOODS	374	16,096	\$90,399.46
GOODNESS ME! NATURAL FOOD	9	937	\$359.20
HESET BRANDS INC (HALO TOP CANADA)	111	20,715	\$25,308.80
KAWARTHA DAIRY	2,286	235,741	\$152,186.72
ONE WORLD FOODS INC.	117	5,717	\$19,920.44
RCL FOODS	225	30,381	\$8,584.48
RUBICON FOOD PRODUCTS LTD.	409	36,614	\$57,802.52
SICILIAN ICE CREAM CO LTD.	20	983	\$25,933.68
NEALE'S SWEET N NICE FOODS INC	22	508	\$13,361.57
WESTEAST	29	1,744	\$18,306.00
YUPI.CA INC.	27	2,122	\$286.88
Grand Total	4,170	408,054	\$590,792.81

18. The Company has worked diligently with the Proposal Trustee to identify a solution that allows the Company to maximize collections of its accounts receivable from the affected customers while also determining how to appropriately dispose of or otherwise deal with the inventory.

19. Following the scheduling appearance before Justice Kimmel on March 20, 2024, the Company and the Proposal Trustee discussed possible solutions to the Inventory Issue. Ultimately, the Company determined that the best course of action, particularly in light of the need to exit its warehouse premises, was to identify a third-party storage facility to store the subject inventory, while availing itself of the regime set out in the provincial *Repair and Storage Liens Act*, R.S.O. 1990, c. R. 25, as amended (“**RSLA**”).

20. I understand from my discussions with my counsel at Miller Thomson LLP (“**MT**”) that the RSLA is a provincial statute that provides for various rights and remedies for a person who repairs or stores goods in Ontario. I understand that the statute allows a “storer” to claim and enforce a lien against goods that they store to secure outstanding storage fees.

21. In light of the foregoing, the Company took a number of immediate steps following the March 20, 2024 case conference, as follows:

- (a) arranged for the inventory to be delivered by freight to a separate storage facility;
- (b) prepared and delivered to each of the affected customers a letter requesting payment of the outstanding receivable by the close of business on March 22, 2024 (the “**Demand Letter**”). Each of the Demand Letters:

-7-

- (i) advises each customer of the particulars of the outstanding amounts owing;
 - (ii) provides particulars of the volume of pallets and cases that are being held by the Company in the warehouse;
 - (iii) demands immediate payment of the outstanding account;
 - (iv) advises the parties of the motion returnable March 26, 2024; and
 - (v) advises that the Company is transitioning out of its warehouse premises and, absent payment of the outstanding amounts owing, the Company will take steps to relocate the products to a different facility pending enforcement of its rights under the RSLA; and
- (c) prepared and delivered, and enclosed with each Demand Letter, a notice of intention to sell articles (“**Notice to Sell**”) pursuant to section 15 of the RSLA. Among other things, the Notice to Sell includes a statement advising the customers of their right of redemption, as I understand is required by the statute.

22. Attached hereto as **Exhibit “D”** are copies of all of the letters sent to each of the applicable customers, including the applicable Notices to Sell.

23. The Company, in consultation with the Proposal Trustee, is considering issuing a notice of intention to redeem under section 17 of the RSLA to certain customers as it is deemed appropriate.

24. On the basis of the discussions among the Company’s professional advisors, including the Proposal Trustee and its legal counsel, the Company is of the view that the steps taken are in the

best interest of the Company and its various stakeholders. As indicated in the First Affidavit, Sallyport is the senior secured creditor of the Company and has purchased the Company's accounts receivable. It is important for the Company's stakeholders that the Company avail itself of all rights and remedies that will maximize the collection of the outstanding accounts receivable.

CONCLUSION

25. In light of the foregoing, the Company is no longer seeking any relief from the Court in relation to the disposition of the inventory.

26. I make this Affidavit in order to update the Court and the stakeholders, including the affected customers of the Company, of the developments and the Company's intended course of action described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



DocuSigned by:
Monica Faheim
A927328446E742A...

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:
MW
0743B536E8C1443...

MICHAEL WAKEFIELD

This is Exhibit “A” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

AFFIDAVIT OF MICHAEL WAKEFIELD
(February 23, 2024)

I, Michael Wakefield, of the City of Winnipeg, in the Province of Manitoba, MAKE OATH
AND SAY:

1. I am the President and Chief Executive Officer of BRR Logistics Limited (“**BRR**” or the “**Company**”). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for matters which are stated to be based on information and belief, and where so stated, I believe same to be true.

2. This affidavit is sworn in connection with the Company’s filing of a notice of intention (“**NOI**”) to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “**BIA**”) and its current motion for an order, among other things:

- (a) extending the time to file a proposal to April 15, 2024;
- (b) granting the Administration Charge (as defined herein);

-2-

- (c) fixing a date on which the parties shall attend before the Court (the “**Walmart Case Conference**”) for the purpose of setting a table for the adjudication of a dispute between the Company and Wal-Mart Canada Corp. (“**Walmart**”) in respect of the Walmart Receivable (as defined herein), and directing Walmart to attend the Walmart Case Conference;
- (d) authorizing the Company to carry out the Liquidation Plan (as defined herein);
- (e) authorizing the Company to complete sales of inventory and Equipment (as defined herein) outside of the ordinary course of business without the necessity for further Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000;
- (f) authorizing the Company to make payments to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sale of inventory and collection of accounts receivable subsequent to the NOI Filing Date up to the amount of the indebtedness owing to Sallyport;
- (g) pursuant to section 5(5) of the *Wage Earner Protection Program Act* (Canada) S.C. 2005, c. 47, s. 1 (“**WEPPA**”), declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPP Regulations**”) and are individuals to whom WEPPA applies as of the date of the Order, and authorizing BDO Canada Limited (“**BDO**”), in its capacity as proposal trustee of BRR in these

-3-

proceedings (in such capacity, the “**Proposal Trustee**”), to carry out its prescribed duties in accordance with section 21 of the WEPPA;

- (h) approving the First Report of the Proposal Trustee (the “**First Report**”) and the activities and conduct of the Proposal Trustee detailed therein; and
- (i) such other relief as this Court may deem just.

3. This affidavit should be read in conjunction with the First Report.

BACKGROUND

A. THE BUSINESS

4. BRR is a private company incorporated under the Ontario *Business Corporations Act* with a registered head office at 107 Walker Drive, Brampton, Ontario. Attached as **Exhibit “A”** to this Affidavit is a copy of the Company’s Corporate Profile Report as of February 23, 2024.

5. BRR owns and operates a frozen foods sale and logistics business. The Company has two revenue streams. The majority of its revenue is derived from third party logistics (“**3PL**”), including distribution, storage and warehousing services for deep frozen products. The second revenue stream is the Company’s “buy-sell” line of business, which involves the purchase and supply of deep frozen food products to retail customers across Canada.

6. The Company’s customers include manufacturers, grocers, and brokers. Historically, the Company’s 3PL business accounted for about 75% of its annual revenue. Prior to its financial difficulty, the Company had thousands of retail customers and operated in all provinces and territories in Canada, with the majority of its business conducted in Ontario.

7. The business operates out of large leased warehouse facility in Brampton, Ontario. The Company also has leased premises in Winnipeg, Manitoba and Cambridge, Ontario, which are each used as an administrative office and customer contact center, respectively.

8. Just prior to the NOI Filing Date (as defined below), the Company had approximately 46 employees, 20 of whom were unionized. The Company has completed significant lay-offs in the last several weeks. Currently, it employs 15 people, 5 of whom are unionized.

B. CAUSES OF INSOLVENCY

9. Historically, the Company has been successful and profitable. The Company grew substantially during the COVID-19 pandemic as restaurants were shut down and the demand for groceries grew exponentially.

10. However, the grocery industry has experienced rapid change and the Company has suffered from severe financial challenges in the last several months. As the retail market puts pressure on grocers to reduce the prices of food, grocers, in turn, put pressure on the supply chain to deliver services at unsustainably-low costs. In addition, the costs of distributors and manufacturers have skyrocketed and, as a result, profitability has been at an all-time low.

11. In January 2022, the Company began to see a significant shift in its business. One of its largest customers, Unilever PLC, terminated its contract with the Company. This customer was responsible for a third of the Company's annual revenues and the revenue losses suffered due to the termination of its customer account were in excess of ten million dollars.

-5-

12. Around the same time, a key employee and distributor started a competing company, Vicenberg Cold Storage, and used BRR assets to aggressively pursue the Company's products and customers, which also resulted in lost annual revenue in excess of ten million dollars.

13. In August 2023, BRR lost a material customer account (Walmart) on short notice because they moved their distribution services in-house. Walmart accounted for approximately \$12 million per year in revenue.

14. In the last several months, in response to these financial difficulties, the Company worked diligently to cut costs. Among other things, it attempted to downsize its leased space in Brampton, Ontario to reduce its substantial \$305,000 monthly payments under the applicable lease. The landlord denied this request.

15. Despite its efforts, as of January 2024, the Company determined that it could no longer sustain operations and meet its obligations in the ordinary course. Its business was no longer viable.

C. ASSETS AND LIABILITIES

16. The Company's assets consist of:

- (a) frozen foods inventory with a total cost of \$848,284 as of February 14, 2024;
- (b) a fleet of 34 trailers used in its distribution business, with a total estimated value between \$300,000 to \$400,000;
- (c) warehouse equipment with a total estimated value of approximately \$60,000; and

-6-

- (d) other assets, including smaller vehicles, cabinets and equipment, with a total estimated value of approximately \$40,000.

17. The Company's senior secured creditor is Sallyport. Other secured creditors include Business Development Bank of Canada and me, Judy Wakefield and Back 40 Realty Co. Ltd. I understand that the Proposal Trustee has completed a review of Sallyport's security.

NOI PROCEEDINGS

18. On February 1, 2024 (the "**NOI Filing Date**"), BRR initiated proceedings (the "**NOI Proceedings**") under the BIA by filing the NOI. Attached as **Exhibit "B"** to this Affidavit is a copy of BRR's certificate of filing of an NOI and the related filings. BDO was appointed as the Proposal Trustee in the NOI Proceedings.

19. During the course of the NOI Proceedings, the Company, in consultation with the Proposal Trustee, has focused on stabilizing the business, downsizing its workforce and engaging with customers that may have an interest in purchasing frozen food inventory. The Company has also engaged with a number of stakeholders, as detailed further below.

20. The Company intends to maximize realizations for its creditors and other stakeholders through an orderly liquidation of its remaining assets (the "**Liquidation Plan**"). In the event that recoveries from the sale of remaining assets under the Liquidation Plan are sufficient to fully satisfy the obligations owing to the Company's secured creditors, the Company intends to file a proposal to the Company's unsecured creditors.

-7-

21. As indicated, the Company's remaining inventory includes frozen foods and property, plant and equipment (the "**Equipment**"), as further detailed in the First Report. The Company intends to liquidate the Equipment over the next two months by leveraging its business relationships.

22. I believe that this approach will maximize recoveries as compared to an auction process.

Dispute with Wal-Mart Canada Corp.

23. Walmart was previously a large customer of the Company. In accordance with Walmart's policy, as a supplier for Walmart, the Company adhered to Walmart's standard supplier guidelines ("**Supplier Guidelines**"). Among other things, the Supplier Guidelines required that the Company obtain pre-approval for pricing of all product listings. A copy of the Supplier Guidelines used by Walmart is attached as **Exhibit "C"**.

24. On or about November, 2023 Walmart requested a discount on the pre-approved prices that it paid for the Company's supply of frozen food products. The Company approved the requested discount. Subsequently, Walmart asserted that the approved discount should be "retroactive" and apply to all of Walmart's orders for the last six months, none of which was agreed to by the Company, either implicitly or explicitly.

25. On January 31, 2024, the Company received correspondence from in-house legal counsel to Walmart, Michael Ditkofsky ("**Mr. Ditkofsky**"), alleging that, due to a mistaken overpayment by Walmart, the Company owes Walmart \$489,193.26 (the "**Alleged Overpayment**"). Attached hereto as **Exhibit "D"** is a copy of the letter from Mr. Ditkofsky dated January 31, 2024.

-8-

26. The Company, through its counsel, responded to this letter on February 12, 2024. As described in the response to Walmart, a copy of which is attached as **Exhibit “E”**, the Company has a significant outstanding receivable of \$1,797,142.65 (the “**Walmart Receivable**”). Walmart has since refused to pay the Walmart Receivable on account of the Alleged Overpayment.

27. In substance, Walmart is attempting to unilaterally impose a discount on past purchases of products by asserting that there was an “error” in the pricing of the products, when there was no error in pricing. In doing so, Walmart is “holding hostage” the Walmart Receivable to the detriment of all of the Company’s creditors.

28. The Walmart Receivable is significant and is accounted for in the Company’s cash flow forecast, a copy of which will be filed in the First Report. An Accounts Receivable listing in respect of the Walmart Receivable is attached hereto as **Exhibit “F”**.

29. To date, the Company has not received a response from Walmart’s in house counsel to its letter of February 12, 2024.

Landlords

30. Since the NOI Filing Date, the Company has been working with its landlords to complete an orderly transition out of the facilities. The Company is transitioning out of its warehousing facility in Brampton, Ontario and office spaces in both Winnipeg, Manitoba and Cambridge, Ontario.

Union

31. As indicated, the Company has a number of unionized employees. In advance of its recent layoffs, the Company contacted representatives of UNIFOR and its Local 462 (the “**Union**”) to keep them apprised of the Company’s intended NOI filing. The Company received a number of grievances from the Union in respect of fourteen (14) terminated employees. Discussions with the Union, in consultation with the Proposal Trustee, remain ongoing.

RELIEF SOUGHT

Extension of Time to File Proposal

32. I intend to work with the Proposal Trustee and the Company’s legal counsel to develop the options that are available and then to discuss them with the Company’s key stakeholders, including its secured creditors. I believe that further time will allow the Company to make progress towards such efforts, including carrying out its Liquidation Plan, sales of remaining inventory and Equipment, and, if possible, preparing and filing a proposal that creditors may be prepared to accept.

Administration Charge

33. The Company seeks a first-ranking charge on all of its property, in priority to all other charges in the maximum amount of \$250,000 (the “**Administration Charge**”) to secure the fees and disbursements of the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company incurred in connection with services rendered to the Company both before and after the commencement of these NOI Proceedings.

34. It is critical to the success of the Company's realization efforts to have the Administration Charge in place to ensure that the restructuring professionals who have rendered services prior to and after the commencement of the NOI Proceedings are protected with respect to their fees and disbursements. The professionals that are the beneficiaries of the Administration Charge have significantly contributed, and continue to contribute, to advancing the objective of these Proposal Proceedings.

35. The Company has worked with the Proposal Trustee and the other restructuring professionals to estimate the proposed quantum of the Administration Charge and I believe it to be reasonable and appropriate in the circumstances when considering amounts accrued and owed to certain of the restructuring professionals.

Scheduling Dispute regarding Walmart Receivable

36. The quantum of the Walmart Receivable is significant, and the Company needs this money to continue its efforts to maximize realizations for its creditors and other stakeholders. Walmart's legal counsel has not responded to the Company's recent correspondence demanding payment of the Walmart Receivable. It is therefore necessary to adjudicate this dispute in short order.

37. Accordingly, the Company seeks to fix a date on which the Company and Walmart shall be required to attend before the Court for advice and directions in respect of the adjudication of this dispute, including the implementation of a timetable for the delivery of the parties' respective documents and the date of the hearing of the dispute on the merits.

Approval of Liquidation Plan and Sale of Inventory and Equipment

38. The Company seeks this Court's approval of the Liquidation Plan, including approval to complete sales of inventory and equipment outside of the ordinary course of business without the necessity for Court approval for any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000.

Sale of Perishable Inventory

39. On or about February 14, 2024 the Company was in the process of negotiating a sale of 60% of its remaining frozen foods inventory ("**Schwan's Inventory**"). The Schwan's Inventory was to be sold to DOT Foods Canada for approximately \$516,000 (the "**Proposed Sale**"). The Schwan's Inventory is perishable, and much of it is set to expire over the next several weeks. As a result, the Company sought the Proposal Trustee's consent to complete the potential transaction. For the reasons set out in the First Report, the Proposal Trustee supports the completion of the Proposed Sale.

Distributions to Secured Creditor

40. Sallyport is the Company's senior secured creditor. Sallyport has advised the Company that it requires that the Company direct to Sallyport all sale proceeds for inventory sold subsequent to the NOI Filing Date, up to the amount of the indebtedness owing to Sallyport.

41. I understand that the Proposal Trustee has completed a security review in respect of Sallyport's security as detailed in the First Report. The Company is of the view that making such

-12-

distributions may have a potential negative impact on the Company's cash flow and intends to work with both the Proposal Trustee and Sallyport to avoid any such issues.

WEPPA

42. On or about February 5, 2024, BRR terminated 31 of the 46 employees. The remaining employees were retained to assist with the Liquidation Plan.

43. The Company is seeking an Order (i) pursuant to section 5(5) of the WEPPA, declaring that the Company and its collective former employees meet the criteria prescribed by section 3.2 of the WEPP Regulations, and (ii) authorizing the Proposal Trustee to carry out its prescribed duties in accordance with section 21 of the WEPPA.

44. Terminated employees have been paid the substantial majority of outstanding amounts on account of vacation pay. In the result, should the Court grant the declaration in respect of WEPPA, terminated employees will primarily only be eligible for severance pay.

CONCLUSION

45. I make this Affidavit in support of the Company's motion as described herein, and for no other or improper purpose or delay.

SWORN by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on February 23, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Monica Faheim
A927328446B742A...

Commissioner for Taking Affidavits
(or as may be)

MONICA FAHEIM

DocuSigned by:
MW
0743B536E8C1443...

MICHAEL WAKEFIELD

This is Exhibit “B” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

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

THE HONOURABLE)
JUSTICE CONWAY)
TUESDAY, THE 27TH
DAY OF FEBRUARY, 2024

B E T W E E N:

(Court Seal)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

ORDER

THIS MOTION, made by BRR Logistics Limited (the “**Company**”), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) was heard this day by video conference at 330 University Avenue, Toronto, Ontario in accordance with the Guidelines to Determine Mode of Proceeding in Civil.

ON READING the Notice of Motion, the Affidavit of Michael Wakefield sworn February 23, 2024 and the exhibits thereto (the “**Wakefield Affidavit**”), and the First Report of BDO Canada Limited (“**BDO**”) dated February 23, 2024 (the “**First Report**”), in its capacity as proposal trustee of the Company (in such capacity, the “**Proposal Trustee**”), and on being advised that the secured creditors who are likely affected by the charge created herein were given notice, and on hearing the submissions of counsel for the Company and counsel for the Proposal Trustee, and

-2-

those other parties present, no one else appearing although duly served as appears from the Affidavit of Service of Shallon Garrafa, filed,

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record of the Company are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service hereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Wakefield Affidavit or the First Report, as applicable.

EXTENSION OF THE PROPOSAL PERIOD

3. **THIS COURT ORDERS** that, pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Company, including the stay of proceedings, is extended up to and including April 15, 2024.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Company shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**"). The Company is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or

employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Company shall be entitled to continue to utilize any cash management system currently in place or replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank or financial institution providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Company of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any individual, firm, corporation, governmental body or agency or any other entities (all of the foregoing, collectively being "**Persons**", and individually, a "**Person**") other than the Company, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, solely in its capacity as provider of the Cash Management System only, an unaffected creditor under any proposal filed by the Company with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System on or after the date of this Order.

6. **THIS COURT ORDERS** that the Company shall be entitled, but not required, to pay the following expenses, whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee benefits (including, without limitation, employee medical, dental, vision, insurance and similar benefit plans or

-4-

arrangements), vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing practices, compensation policies and arrangements of the Company;

- (b) the fees and disbursements of any Assistants retained or employed by the Company in respect of these proceedings, at their standard rates and charges; and
- (c) amounts owing for goods or services actually provided to the Company prior to the date of this Order by third parties if, in the opinion of the Company, such third party is critical to the Company's business and ongoing operations of the Company, provided that such payments shall: (i) be consistent with the cash flow forecast appended to the First Report, (ii) not exceed an aggregate amount of \$100,000, and (iii) be approved in advance by the Proposal Trustee or by further Order of the Court.

PROFESSIONAL FEES

7. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to the Company shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Company as part of the costs of these proceedings. The Company is hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel for the Proposal Trustee and counsel for the Company on a bi-weekly basis.

8. **THIS COURT ORDERS** that the Proposal Trustee and its legal counsel shall pass their accounts from time to time and, for this purpose, the accounts of the Proposal Trustee and its legal

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

9. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and the Company's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Company's counsel, the Proposal Trustee and its counsel both before and after the making of this Order in respect of these proceedings.

10. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

11. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except any validly perfected security interest in favour of equipment lessors.

12. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Proposal Trustee under the BIA or as an officer of this Court, the Proposal Trustee shall incur no

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

APPROVAL OF LIQUIDATION PLAN

13. **THIS COURT ORDERS** that the Liquidation Plan, as described and defined in the First Report, be and is hereby approved, and the Company and the Proposal Trustee, as applicable, are hereby authorized to take such steps as are necessary to carry out the Liquidation Plan.

DISTRIBUTION TO SECURED CREDITOR

14. **THIS COURT ORDERS** that the Company is hereby authorized to make distributions to Sallyport Commercial Finance ULC (“**Sallyport**”) from the sales of inventory and collections of accounts receivable subsequent to January 31, 2024 up to the amount of the indebtedness owing to Sallyport, as detailed in the First Report.

SALES OUT OF ORDINARY COURSE

15. **THIS COURT ORDERS** that the Company is hereby authorized to complete sales of inventory and equipment outside of the ordinary course of business:

- (a) without the necessity for further Court 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 \$500,000 in the aggregate; and

(b) provided that all such transactions are approved by the Proposal Trustee.

APPROVAL OF PROPOSAL TRUSTEE REPORT AND ACTIVITIES

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

GENERAL

17. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in these proceedings, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol and shall be accessible by selecting the Company’s name from the engagement list at the following URL ‘<<https://www.bdo.ca/services/financial-advisory-services/business-restructuring-turnaround-services/current-engagements>>’.

18. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Company and the Proposal Trustee are at liberty to serve

-8-

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

19. **THIS COURT ORDERS** that the Proposal Trustee shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the "**Service List**"). The Proposal Trustee shall post the Service List, as may be updated from time to time, on the case website as part of the public materials in relation to these proceedings. Notwithstanding the foregoing, the Proposal Trustee shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

20. **THIS COURT ORDERS** that the Company and the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Company's creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations, Reg. 81000-2-175 (SOR/DORS).

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

22. **THIS COURT ORDERS** that each of the Company or the Proposal Trustee shall be at liberty and are 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.

23. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.



(Signature of judge, officer or registrar)

IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.: 09-Toronto
Court No.: 31-3038619
Estate No.: 31-3038619

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

Proceeding Commenced at
Toronto

ORDER

MILLER THOMSON LLP
Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gregory Azeff (LSO#: 45324C)
gazeff@millerthomson.com
Tel: 416-595-2660

Monica Faheim (LSO#: 82213R)
mfaheim@millerthomson.com
Tel: 416.597.6087

Lawyers for BRR Logistics Limited



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: BK-24-03038619-0031

DATE: February 27, 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: BRR LOGISTICS LIMITED et al

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
	Counsel for BRR Logistics Limited	
Monica Faheim		mfaheim@millerthomson.com
Gregory Azeff		gazeff@millerthomson.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Ian Aversa	Counsel for the Proposal Trustee	iaversa@airdberlis.com
Matilda Lici		mlici@airdberlis.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Caitlin McIntyre	Counsel for Wal-Mart Canada Corp.	caitlin.mcintyre@blakes.com
Brent Warga	Proposal Trustee	bwarga@bdo.ca
John R. Fritz		jfritz@bdo.ca

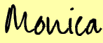
ENDORSEMENT OF JUSTICE CONWAY:

- [1] All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of BRR Logistics Limited dated February 26, 2024.
- [2] The Company filed an NOI on February 1, 2024. This is an orderly wind-down of the Company, supported by its senior secured creditor Sallyport. On this motion, the Company seeks various relief including an extension of time to file a proposal to April 15, 2024, an Administration Charge of \$250,000 to cover professional fees, authorization to carry out the Liquidation Plan, authorization to complete sales of inventory and equipment outside the ordinary course of business (subject to specified dollar limitations and the consent of the Proposal Trustee), authorization to make distributions to Sallyport, and approval of the Proposal Trustee's First Report.
- [3] The motion is unopposed. The Proposal Trustee, in the First Report, recommends the relief sought. I am satisfied that the relief should be granted, with one exception set out below.
- [4] The extension to April 15, 2024 is granted. The Company is acting in good faith and with due diligence. The Company will have sufficient cash flow for the extension period. The Company intends to use this period to implement the Liquidation Plan with a view to presenting a proposal to its unsecured creditors.
- [5] The Administration Charge is acceptable and is authorized under s. 64.2 of the BIA.
- [6] The Liquidation Plan is approved given that the Company is unable to sustain going concern operations. The ability to sell inventory and equipment (\$100,000 per transaction, \$500,000 in the aggregate), with the consent of the Proposal Trustee, is acceptable and authorized under s. 65.13(4) of the BIA.
- [7] The distribution to Sallyport, after consultation with the Proposal Trustee to minimize the impact on cash flow, is approved. The First Report is approved.
- [8] The Company seeks a declaration that WEPPA applies with respect to the 31 employees whose employment was terminated following the commencement of the NOI proceedings. Section 5(5) of WEPPA states that the court "may" in proceedings under the BIA, determine that a former employer meets the criteria prescribed by the WEPPA Regulations. Section 3.2 of those Regulations states that "for purposes of subsection 5(5) of the Act, a court may determine whether the former employer is the former employer all of whose employees in Canada have been terminated other than any retained to wind down its business operations".

- [9] I declined to give the requested declaration. As set out in the First Report, both the Company and the Proposal Trustee are of the view that the wind down of the Company qualifies the terminated employees to participate in the WEPP filing. The Proposal Trustee adds that it is of the view that the application of WEPPA is met in the circumstances. There is no reason set out in the materials why a declaration from this court is required to supplement the views of the Company and the Proposal Trustee. Nor is there any basis for the court to exercise its discretion under ss. 5(5) and 3(2) to make these determinations. Counsel has now removed this section from the draft order.
- [10] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.



This is Exhibit “C” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

A927328446E742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: BK-24-03038619-0031 DATE: 20 March 2024

NO. ON LIST: 1

TITLE OF PROCEEDING: IN THE MATTER OF THE PROPOSAL OF BRR LOGISTICS LIMITED

BEFORE JUSTICE: KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
FAHEIM, MONICA AZEFF, GREGORY	BRR LOGISTICS LIMITED	mfaheim@millerthomson.com gazeff@millerthomson.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
PHOENIX, GRAHAM	SALLYPORT COMMERCIAL FINANCE	gphoenix@LN.law
LICI, MATILDA	BDO CANADA LIMITED	mlici@airdberlis.com
MCINTYRE, CAITLIN	WALMART CANADA CORP	caitlin.mcintyre@blakes.com

ENDORSEMENT OF JUSTICE KIMMEL:

1. BRR Logistics Limited ("BRR" or the "Company") seeks to schedule the following two motions:

- a. a motion for an expedited adjudication of a dispute with Wal-Mart Canada Corp. ("Walmart") in respect of a claimed receivable owing by Walmart to the Company and Walmart's claim that it overpaid prior invoices (the "Walmart Motion"); and
- b. a motion for advice and directions in respect of certain goods of customers/suppliers being held by the Company (the "Inventory Motion").

The Inventory Motion

2. The Company must vacate its current warehouse premises by March 31, 2024. This has created some urgency, at least for an initial appearance and preliminary order and directions.
3. The Company is consulting with the Proposal Trustee and considering its options regarding the storage and warehousing services that it provides to its customers, many of whom are also suppliers. The Company has compiled a list of affected customers/suppliers.
4. There are potential set-off issues as between the Company and some of these customers/suppliers. This situation is further complicated by the fact that the Company's accounts receivable has been purchased by its senior secured creditor, Sallyport Commercial Finance ULC ("Sallyport").
5. On the Inventory Motion, the Company will be seeking advice and directions from the Court regarding the continued storage (at another location) and/or disposition of the inventory. Due to its urgency, an initial return date has been scheduled for the Inventory Motion on March 26, 2024 for 90 minutes. The following timetable shall be adhered to in respect of this first return date for the Inventory Motion:
 - a. The Company shall serve its motion materials, together with a copy of this endorsement, on all interested stakeholders and its general service list by the close of business on March 21, 2024.
 - b. The Proposal Trustee shall serve its report in respect of this Inventory Motion by the close of business on March 22, 2024.
 - c. Any stakeholder who intends to participate and take a position on this motion shall advise the Company of such intention and provide a brief outline of its position by 2 p.m. on March 25, 2024.
 - d. The Company shall deliver a factum or Aide Memoire by the close of business on March 25, 2024.
 - e. All material for the March 25, 2024 first return of the Inventory Motion shall have been served, filed and uploaded into CaseLines by no later than 6 p.m. on March 25, 2024.

The Walmart Motion

6. The Company first sought to schedule the Walmart Motion on February 27, 2024 when appearing before Conway J. on the initial order in this matter. It that time, the Company was aware of, and disclosed to the court, that there appeared to be a disagreement with Walmart both in terms of the accounting for outstanding accounts receivable arising prior to the January 31, 2024 Filing Date and in respect of an overpayment that Walmart claimed to have made on earlier invoices and was seeking to set off. The parties have been exchanging information since then, and Walmart has agreed to pay today an initial amount of \$425,000 in respect of amounts acknowledged to be owing.
7. Walmart says it will pay whatever is owing upon a final reconciliation, but the parties are not confident today that they will be able to reach agreement on that amount having regard to the current differences of opinion. While they continue to work towards an agreement, the Company and Sallyport asked that the motion be scheduled with a timetable that builds in time for continued negotiations on the front end.
8. The Walmart Motion has been scheduled for a half day on May 14, 2024. The parties shall adhere to the following timetable for pre-hearing steps:
 - a. The Company shall provide its response to outstanding information requests from Walmart by March 27, 2024.

- b. If no resolution can be reached, the Company shall serve its motion record for the Walmart Motion by April 12, 2024.
 - c. Walmart's responding motion record shall be served by April 19, 2024.
 - d. The Proposal Trustee's report, if any, shall be served by no later than May 7, 2024.
 - e. The parties shall agree upon a timetable for all other remaining pre-hearing steps such that all materials, including a reply factum if deemed appropriate by the Company, shall have been served, filed and uploaded into CaseLines by no later than 2:30 on May 13, 2024.
9. This endorsement and the orders and directions contained in it shall have the immediate effect of a court order without the necessity of a formal order being taken out.

A handwritten signature in cursive script, appearing to read "Kimmel J.", written in black ink.

KIMMEL J.

This is Exhibit “D” referred to in the Affidavit of Michael Wakefield sworn by Michael Wakefield of the City of Winnipeg, in the Province of Manitoba, before me at the City of Mississauga, in the Province of Ontario, on March 21, 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Monica

A927328446B742A...

Commissioner for Taking Affidavits (or as may be)

MONICA FAHEIM



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail

(jon@beyondbetterfoods.com) and Courier

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

Beyond Better Foods, LLC

PO box 785325, Philadelphia, PA

Attention: **Jon Freed**

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor

Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Jon,

Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the “Company”)

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Beyond Better Foods, LLC, the Company is in possession of 283 pallets (totalling 33,845 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Beyond Better Foods, LLC is indebted to the Company in the amount of \$97,263.35 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a

Click or tap here to enter text.

different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Beyond Better Foods, LLC any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

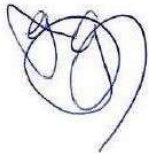
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending downwards.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**


TO: BEYOND BETTER FOODS, LLC
PO box 785325, Philadelphia, PA

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

1. The inventory consists of consumer packaged frozen foods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$ 97,263.35
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$97,763.35
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed upon rate.
6. Upon payment of \$97,763.35, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.

Dated this 21st day of March, 2024

Per: _____  _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail (bryan@donsbakery.ca;
jana@donsbakery.ca) and Courier

Don's Bakery of Barrie Ltd.
2-31 King St, Barrie ON L4N 6B5
Attention: **Bryan and Jana Foster**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Bryan and Jana,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
"Company")**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Don's Bakery, the Company is in possession of 110 pallets (totalling 2,359 cases) of frozen food products (the "**Products**"), which are currently stored at the Company's leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the "**Warehouse Premises**"). As of the date of this letter, Don's Bakery is indebted to the Company in the amount of \$74,072 (the "**Outstanding Indebtedness**") for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a

Click or tap here to enter text.

different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Don's Bakery any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

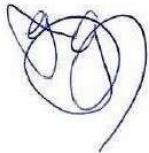
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending downwards.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: DON'S BAKERY OF BARRIE LTD.

2-31 King St, Barrie ON, L4N6B5

ROYAL BANK OF CANADA

36 York Mills Road, 4th Floor
Toronto ON M2P 0A4

SILVER CHEF RENTALS INC.

3rd Floor, 948 Homer Street
Vancouver BC V6B2W7

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

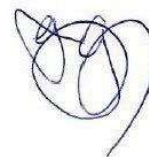
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$74,072.65
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$75,072.65
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$75,072.65, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in blue ink, consisting of several loops and a long tail stroke.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail

**(Cheryl@electricjuicecompany.ca) and
Courier**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

Electric Juice Factory Inc.

2254 Henry St., Cobourg, ON K9A3Y6

Attention: **Cheryl Gould**

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor

Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Cheryl,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Electric Juice Factory Inc., the Company is in possession of 3 pallets (totalling 75 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Electric Juice Factory Inc. is indebted to the Company in the amount of \$7,007.06 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Electric Juice Factory Inc. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

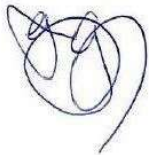
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending from the bottom right.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: ELECTRIC JUICE FACTORY INC.
254 Henry St, Cobourg, ON K9A3Y6

GREATER PETERBOROUGH BUSINESS DEVELOPMENT CENTRE INC.
270 George Street, Main Floor
Peterborough ON K9J 2W1

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.


1. The inventory consists of consumer packaged frozen foods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$7,007.06
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$7,5006.06
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$7,5006.06, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

Per:  _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (kesh@gelda.com) and
Courier**

Gelda Foods

6320 Northwest Drive, Mississauga, ON
L4V1J7

Attention: **Kesh Gelda**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Kesh,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Gelda Foods, the Company is in possession of 374 pallets (totalling 16,096 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Gelda Foods is indebted to the Company in the amount of \$90,399.46 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Gelda Foods any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

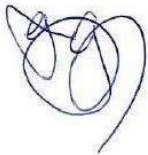
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: GELDA FOODS

6320 Northwest Drive, Mississauga, ON L4V1J7

ICICI BANK CANADA

150 Ferrand Drive Suite 1200

Toronto ON M3C 3S5

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

1. The inventory consists of consumer packaged frozen foods (the “**Inventory**”).

2. The amount required to satisfy the lien, as of the date hereof, is \$ 90,399.46

3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00

4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$90,899.46

5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.

6. Upon payment of \$90,899.46, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.

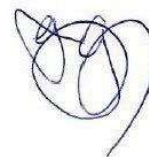
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.

8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in black ink, consisting of several loops and a long tail.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail

**(kathleen.carroll@goodnessme.ca) and
Courier**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

Goodness Me! Natural Food

1000 Upper Gage Ave, Hamilton, ON, L8V4R5

Attention: **Kathleen Carroll**

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor

Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Kathleen,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Goodness Me, the Company is in possession of 9 pallets (totalling 937 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Goodness Me is indebted to the Company in the amount of \$359.20 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Goodness Me any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

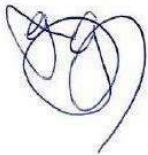
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: GOODNESS ME

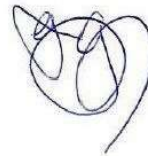
1000 Upper Gage Ave, Hamilton, ON, L8V4R5

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

1. The inventory consists of consumer packaged frozen foods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$ 359.20
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$100.00
TOTAL	\$100.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$459.20
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$459.20 being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.

Dated this 21st day of March, 2024



Per: _____



Click or tap here to enter text.





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail (anne-marie.docherty@halotop.ca) and Courier

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

Heset Brands Inc. o/a Halo Top Canada
2595 Skymark Ave, Unit 205
Mississauga, ON, L4W4L5
Attention: **Anne-Marie Docherty**

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Anne-Marie,

Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the “Company”)

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Heset Brands Inc., the Company is in possession of 111 pallets (totalling 20,715 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Heset Brands Inc. is indebted to the Company in the amount of \$25,308.80 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Hesel Brands Inc. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

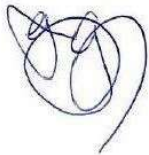
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)

TO: HESET BRANDS INC.
2595 Skymark Ave, Unit 205
Mississauga, ON, L4W4L5

ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto ON M2P 0A4

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

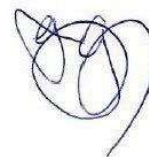
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$25,308.80
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$25,808.80
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$25,808.80, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in blue ink, consisting of several loops and a long tail stroke.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (bkerr@kawarthadairy.com)
and Courier**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

Kawartha Dairy Limited
89 Prince Street West
PO Box 904, Bobcaygeon, ON K0M1A0
Attention: **Brian Kerr**

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Brian,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Kawartha Dairy Limited, the Company is in possession of 2,286 pallets (totalling 235,741 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Kawartha Dairy Limited is indebted to the Company in the amount of \$152,186.72 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Kawartha Dairy Limited any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

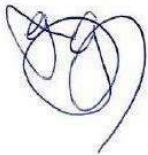
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: KAWARTHA DAIRY LIMITED

89 Prince Street West
PO Box 904, Bobcaygeon, ON K0M1A0

534572 ONTARIO LIMITED

534573 ONTARIO LIMITED

534574 ONTARIO LIMITED

89 Prince Street, Bobcaygeon, ON K9M1A0

BANK OF MONTREAL

726 Kingston Road, Unit 1, Pickering ON L1V 1A9

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$152,186.72
3. The costs and expenses of keeping possession to date are as follows:

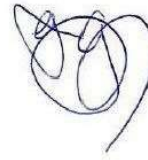
Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$152,686,72.
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$152,686,72, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed



Click or tap here to enter text.

tenders will be accepted at the premises set out in this clause until the time of and date for sale..

Dated this 21st day of March, 2024

A handwritten signature in blue ink, consisting of several loops and a long tail stroke.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (amcbarnett@sweetnice.ca)
and Courier**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

Neale's Sweet N Nice Foods Inc.
1288 Ritson Road North, Oshawa, ON L1G8B2
Attention: **Andrew McBarnett**

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Andrew,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
"Company")**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Neale's Sweet N Nice Foods Inc., the Company is in possession of 22 pallets (totalling 508 cases) of frozen food products (the "**Products**"), which are currently stored at the Company's leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the "**Warehouse Premises**"). As of the date of this letter, Neale's Sweet N Nice Foods Inc. is indebted to the Company in the amount of \$13,361.57 (the "**Outstanding Indebtedness**") for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a

Click or tap here to enter text.

different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Neale's Sweet N Nice Foods Inc. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

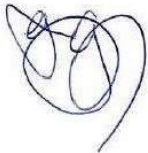
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending downwards.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)

TO: NEALE'S SWEET N NICE FOODS INC.
1288 Ritson Road North, Oshawa, ON L1G8B2

CANADIAN IMPERIAL BANK OF COMMERCE
305 Milner 6th Floor Scarborough ON M1B 3V4

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

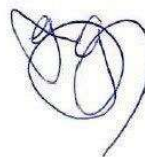
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$13,361.57
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$13,861.57
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$13,861.57, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in black ink, consisting of several loops and a trailing line.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (karim@tandoorioven.ca)
and Courier**

**One World Foods Inc. o/a Premium Group
Trading**

108 Dawlish Ave, Toronto, ON, M4N1H3
Attention: **Karim Kanji**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Karim,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and One World Foods Inc., the Company is in possession of 117 pallets (totalling 5,717 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, One World Foods Inc. is indebted to the Company in the amount of \$19,920.44 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from One World Foods Inc. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

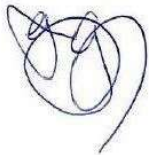
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish at the end.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

**NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)**

TO: ONE WORLD FOODS INC.
108 Dawlish Ave, Toronto, ON, M4N1H3

ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto ON M2P 0A4

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

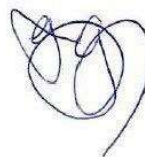
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$19,920.44
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$20,420.44
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$20,420.44, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in black ink, consisting of several loops and a long tail.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (grubezin@gmail.com) and
Courier**

R Corporation Ltd o/a RCL Foods
1057 Steeles Ave W, Toronto, ON M2R3S9
Attention: **George Rubezin**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Mr. Rubezin,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and RCL Foods, the Company is in possession of 225 pallets (totalling 30,381 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, RCL Foods is indebted to the Company in the amount of \$8,584.48 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a

Click or tap here to enter text.

different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from RCL Foods any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

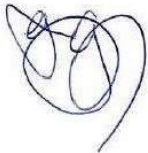
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending downwards.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act, R.S.O. 1990, e.R. 25)

TO: R CORPORATION LTD O/A RCL FOODS
1057 Steeles Ave W, Toronto, ON M2R3S9

RUSSEL STRAUS
2400 Notre Dame Drive St. Agatha ON N0B 2L0

BUSINESS DEVELOPMENT BANK OF CANADA
25 Main Street West, Suite 1900 Hamilton ON L8P 1H1

FARM CREDIT CANADA
1133 St George Blvd #104 Moncton NB E1E 4E1

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$8,584.48
3. The costs and expenses of keeping possession to date are as follows:

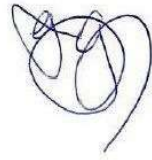
Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$9,084.48
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$9,084.48, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed



Click or tap here to enter text.

tenders will be accepted at the premises set out in this clause until the time of and date for sale.

Dated this 21st day of March, 2024

A handwritten signature in blue ink, consisting of several loops and a long tail stroke.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

**Sent via E-mail (dkhimani@rubiconexotic.ca)
and Courier**

Gregory Azeff
Direct Line: 416.595.2660
gazeff@millerthomson.com

RUBICON FOOD PRODUCTS LTD.
108 Brodie Drive, Unit#1, Richmond Hill, ON
L4B3K8
Attention: **Dave Khimani**

With a copy to:

BDO Canada LLP
201 Portage Avenue, 26th Floor
Winnipeg MB 93B 3K6
Attention: Brent Warga (bwarga@bdo.ca)
John Fritz (jfritz@bdo.ca)

Dear Dave,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Rubicon Food Products Ltd., the Company is in possession of 409 pallets (totalling 36,614 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Rubicon Food Products Ltd. is indebted to the Company in the amount of \$57,802.52 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Rubicon Food Products Ltd. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

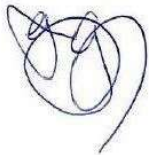
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)

TO: RUBICON FOOD PRODUCTS LTD..

108 Brodie Drive, Unit#1, Richmond Hill, ON L4B3K8

BUSINESS DEVELOPMENT BANK OF CANADA

121 King Street West, Suite 1200 Toronto, ON M5H 3T9

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

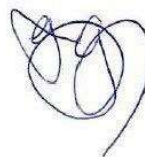
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$57,802.52
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$58,302.52
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$58,302.52, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in black ink, consisting of several loops and a trailing line.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail

**(tony.galipo@sicilianicecream.com) and
Courier**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

Sicilian Ice Cream Company Ltd.

394 Four Valley Drive, Concord, ON, L4K5Z3

Attention: **Tony Galipo**

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor

Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Tony,

**Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the
“Company”)**

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Sicilian Ice Cream Company Ltd., the Company is in possession of 20 pallets (totalling 983 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Sicilian Ice Cream Company Ltd. is indebted to the Company in the amount of \$25,933.68 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

Click or tap here to enter text.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Sicilian Ice Cream Company Ltd. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

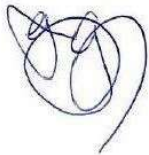
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:



Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)

TO: SICILIAN ICE CREAM COMPANY LTD
394 Four Valley Drive, Concord, ON, L4K5Z3

ROYAL BANK OF CANADA
36 York Mills Road, 4th Floor
Toronto ON M2P 0A4

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

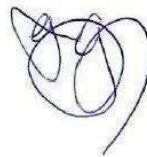
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$25,933.68
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$500.00
TOTAL	\$500.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$26,433.68
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$26,433.68, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in black ink, consisting of several loops and a trailing line.

Per: _____





MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
SCOTIA PLAZA
40 KING STREET WEST, SUITE 5800
P.O. BOX 1011
TORONTO, ON M5H 3S1
CANADA

T 416.595.8500
F 416.595.8695

MILLERTHOMSON.COM

March 21, 2024

Private and Confidential

Sent via E-mail (rose@yupi.ca) and Courier

Yupi.ca Inc.

003 Princess St, Suite 200, Kingston, ON,

K7L1H3

Attention: **Rosie Giugovaz**

Gregory Azeff

Direct Line: 416.595.2660

gazeff@millerthomson.com

With a copy to:

BDO Canada LLP

201 Portage Avenue, 26th Floor

Winnipeg MB 93B 3K6

Attention: Brent Warga (bwarga@bdo.ca)

John Fritz (jfritz@bdo.ca)

Dear Rosie,

Re: Outstanding Accounts Receivable owing to BRR Logistics Limited (the “Company”)

We are counsel for the Company in the ongoing proposal proceedings initiated pursuant to the *Bankruptcy and Insolvency Act* (Canada).

As you are aware, pursuant to the storage and warehousing arrangement between the Company and Yupi.ca Inc., the Company is in possession of 27 pallets (totalling 2,122 cases) of frozen food products (the “**Products**”), which are currently stored at the Company’s leased warehouse facility at 107 Walker Drive, Brampton, Ontario (the “**Warehouse Premises**”). As of the date of this letter, Yupi.ca Inc. is indebted to the Company in the amount of \$\$286.88 (the “**Outstanding Indebtedness**”) for unpaid storage and warehousing costs in respect of the Products.

The Company is transitioning out of the Warehouse Premises before the end of March 2024, and requires that the continued warehousing of the Products, and associated Outstanding Indebtedness owing to the Company, be addressed immediately. Accordingly, on behalf of the Company, we require payment of the Outstanding Indebtedness, in full, by no later than 5:00 pm EDT on Friday, March 22, 2024.

If payment of the Outstanding Indebtedness is not received by March 22, 2024, the Company shall take whatever steps it considers necessary or appropriate to relocate the Products to a

Click or tap here to enter text.

different warehousing facility, pending enforcement of the Company's possessory lien rights and remedies under the *Repair and Storage Liens Act* (Ontario) (the "**RSLA**"), in which case, the Company will seek from Yupi.ca Inc. any and all costs incurred in connection with the relocation and warehousing of the Products.

On behalf of the Company, we also enclose a Notice of Intention to Sell Articles, which is delivered pursuant to the RSLA. Please note that the Company is entitled to sell or otherwise realize on the Products in accordance with the provisions of the RSLA.

Please also note that the Company has scheduled a motion in the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), which will be heard by Zoom videoconference on March 26, 2024. At this hearing, the Company intends to provide the Court with an update on its preservation activities and sale notices, including the steps being taken by the Company as outlined in this letter. You will be added to the Service List in the ongoing proceedings and will receive notice of the materials for the upcoming hearing.

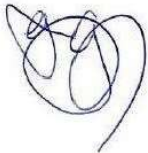
Representatives of BDO Canada Limited, the proposal trustee of the Company, are copied on this letter.

Thank you for your prompt attention to this matter.

Yours truly,

MILLER THOMSON LLP

Per:

A handwritten signature in blue ink, appearing to read 'GAZ', with a stylized flourish extending downwards.

Gregory Azeff
Partner
GAZ/mf



Click or tap here to enter text.

NOTICE OF INTENTION TO SELL ARTICLES
(pursuant to s. 15 of the Repair and Storage Liens Act. R.S.O. 1990, e.R. 25)

TO: YUPI.CA INC.

003 Princess St, Suite 200, Kingston, ON, K7L1H3

ROYAL BANK OF CANADA

1 Pvm - 2e Étage, Aile Est Montréal QC H3C 3A9

TAKE NOTICE that BRR Logistics Limited (“**Storer**”) is in possession of the Inventory (as defined below) against which Storer has a lien pursuant to the provisions of the *Repair and Storage Liens Act*.

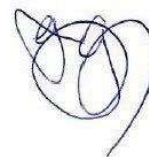
1. The inventory consists of consumer packaged baked goods (the “**Inventory**”).
2. The amount required to satisfy the lien, as of the date hereof, is \$286.88
3. The costs and expenses of keeping possession to date are as follows:

Legal fees (Miller Thomson LLP)	\$100.00
TOTAL	\$100.00
4. The total of the amount required to satisfy the lien, as of the date hereof, and the costs of keeping possession to date is: \$386.88
5. Further costs for storage or preservation of the inventory from the date hereof to the time that Storer sells the Inventory shall be calculated on a per diem basis at the agreed-upon rate.
6. Upon payment of \$386.88, being the sum of the amounts determined under clauses 3 and 4 above, plus any other reasonable costs incurred in preparing the Inventory for sale, any person receiving this notice may redeem the Inventory.
7. Storer’s telephone number is 1-866-888-2775. If you wish to redeem the Inventory payment of the amount set out in Paragraph 6 above may be made to SallyportCommercial Finance ULC (“**Sallyport**”) between 9:00 a.m. to 5:00 p.m. at 2233 Argentia Road, East Tower, Suite 302, Mississauga, ON, L5N 2X7.
8. Unless the Inventory is redeemed on or before **Monday, April 8, 2024**, the Inventory will be sold, without further notice, at a private sale, private auction, or advertised and sold by public auction for cash at 9:00 o’clock am. on or about Tuesday April 9, 2024 at PO Box 132, Winnipeg RPO Corydon Winnipeg, MB R3M 3S7. If sold by public auction, closed tenders will be accepted at the premises set out in this clause until the time of and date for sale.



Click or tap here to enter text.

Dated this 21st day of March, 2024

A handwritten signature in blue ink, consisting of several loops and a long tail stroke.

Per: _____



IN THE MATTER OF NOTICE OF INTENTION TO MAKE
A PROPOSAL OF
BRR LOGISTICS LIMITED

District of: Ontario
Division No.:09-Toronto
Court No.: BK-24-0303861-0031
Estate No.:31-3038619

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding Commenced at
Toronto

AFFIDAVIT OF MICHAEL WAKEFIELD
SWORN MARCH 21, 2024

MILLER THOMSON LLP

Scotia Plaza
40 King Street West, Suite 5800
P.O. Box 1011
Toronto ON M5H 3S1

Gregory Azeff (LSO#: 45324C)

gazeff@millerthomson.com
Tel: 416-595-2660

Monica Faheim (LSO#: 82213R)

mfaheim@millerthomson.com
Tel: 416.597.6087

Lawyers for BRR Logistics Limited