Court File No. CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
of the City of Renfrew, in the Province of Ontario

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

SECOND AND FINAL REPORT OF MNP LTD., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEBRUARY 23, 2021

Contents

INTRODUCTION AND BACKGROUND 3
PURPOSE OF THIS REPORT 5
NOTICE TO READER 6
RECEIVERSHIP ACTIVITIES FOLLOWING THE APPROVAL ORDER 6
COLLECTION OF ACCOUNTS RECEIVABLE 7
INVENTORY 7
THE SALES AGREEMENT AND TRANSACTION 8
ONGOING OPERATIONS 9
PRIORITY AND SECURED CLAIMS 9
FUNDS AVAILABLE FOR DISTRIBUTION 10
PROFESSIONAL FEES 11
COMPLETION OF THE RECEIVERSHIP 11
SUMMARY AND RECOMMENDATIONS 12

APPENDICES

1 Receivership Order dated September 26, 2019, including endorsement
2 First Report of the Receiver dated November 19, 2019
3 Approval Order and Ancillary Order dated November 29, 2010
4 Notice of Statement of Receiver
5 Statement of account for the costs to dispose of the waste material
6 Settlement reached for disposal of waste material
7 Support for source deduction claim
8 Support of Wage Earner Protection claim
9 Business Development Bank statement of account
10 Paul and Vivian Menard statement of account
11 Bank of Nova Scotia statement of account
12 Statement of receipts and disbursements
13 Statement of bankruptcy statement of receipts and disbursements
14 Consolidated statement of receipts and disbursements
15 Affidavit of John Haralovich, MNP LTD., sworn February 23, 2021
16 Affidavit of Roxanne Chapman, Soloway Wright LLP, sworn February 3, 2021

INTRODUCTION AND BACKGROUND

1. Beaumen Waste Management Systems Ltd. (**"Beaumen"** or the **"Company")** is a company incorporated pursuant to the laws of the Province of Ontario. Its head office and business operations were located at 610 Lisgar Street, Renfrew, Ontario (the **"Real Property"**) and the Company was managed and controlled by Mr. Andrew Shouldice.

2. Beaumen is indebted to Business Development Bank of Canada (**"BDC"** or the **"Lender"**), its senior secured creditor, with respect to certain credit facilities granted by the Lender pursuant to and under the terms of various credit and security agreements contained as Exhibits G and H to the Receivership Application Record (the **"Application Record"**) dated September 17, 2019 (the **"BDC Security"**).

3. As reported in the Application Record, Beaumen's obligations to the Lender pursuant to the above agreements (the **"BDC Indebtedness"**) totaled $1,096,413.87 as at August 12, 2019 (excluding interest and fees accrued since).

4. The BDC Security provides for the appointment of a receiver in the event of default by the Company.

5. The financial performance of the Company began to deteriorate in 2018 as a result of the declining market value of recycled materials and in some cases certain foreign markets ceasing to import recycled materials.

6. The Company canvassed the market for a prospective purchaser, which could purchase the Company as a going concern. Given the nature of the business, there was only a handful of potential purchasers.

7. The Company sought out letters of intent from 12 prospective purchasers seeking offers. From these 12, only 4 executed a non-disclosure agreement and of these 4, only two conducted site visits.

8. By early June 2019, the Company did not have sufficient funds to continue to operate and there was no party expressing any interest in acquiring the business as a going concern.

9. On or about June 23, 2019, the Company ceased operations and terminated all staff and ceased providing recycling and waste removal services for its customers.

10. The Company has not made any of the required monthly payments to BDC since June 20, 2019.

11. On July 15, 2019 BDC made written demand for payment on the Company to satisfy the BDC Indebtedness. Along with its demands, BDC delivered to the Company a Notice of Intention to Enforce Security (the "**NITES**") in accordance with s. 244 of the *Bankruptcy and Insolvency Act* (the "**BIA**").

12. The Company waived the NITES' ten-day notice period on July 15, 2019 such that BDC was entitled to enforce the BDC Security as of that date.

13. On July 16, 2019 (the "**Bankruptcy Date**"), the Company filed an Assignment in Bankruptcy (the "**Assignment**") and MNP LTD. ("**MNP**") was appointed Licensed Insolvency Trustee (the "**LIT**") of the Company. A copy of the Assignment in Bankruptcy and Statement of Affairs are contained as Exhibits C and E to the Application Record.

14. Subsequent to the Assignment the LIT received an offer to purchase the assets of the Company en bloc that the LIT considered a commercially reasonable and favourable offer.

15. The LIT determined the best means by which to obtain the highest value for the Company's assets, given the nature of the Company's assets and its operations and given that a sale as a going concern was no longer possible, was a sale of the Company's assets en bloc.

16. On September 17, 2019, BDC therefore brought an application for the appointment of MNP as the receiver of the Company for the protection of the interests of BDC and other stakeholders.

17. By Order of this Honourable Court dated September 26, 2019 (the "**Receivership Order**"), MNP was appointed receiver (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Company used in relation to its business, including all proceeds thereof (the "**Property**"). A copy of the Receivership Order is attached at **Appendix "1"**.

18. The First Report (without appendices) is attached as **Appendix "2".**

19. Pursuant to the Order of the Honourable Madam Justice Sally Gomery dated November 26, 2019, (the "**Approval Order**") the Receiver was authorized to proceed with the completion of the Sales Transaction (as defined below) for the sale of the Real Property and to make an initial distribution to BDC in the amount of $550,000.00, a final distribution to CWB National Leasing Inc. in the amount of $80,000.00 and a final distribution to Blue Chip Leasing Corporation in the amount of $10,706.07. Attached as **Appendix "3"** is a copy of the Approval Order, along with a copy of the ancillary order issued on the that same day.

20. The prescribed notices and statements of the Receiver pursuant to ss. 245(1) and 246(1) of the BIA were sent to the Company's creditors. A copy of this notice is attached at **Appendix "4".**

PURPOSE OF THIS REPORT

21. The purpose of this second and final report of the Receiver to the Court (the "**Final Report**") is to:

    (a) report on the activities of the Receiver since the First Report;

    (b) seek the Court's approval of the activities and conduct of the Receiver and that of its legal counsel as described in the Final Report;

    (c) seek the Court's approval of the professional fees and disbursements of the Receiver and of its legal counsel;

    (d) seek the Court's approval of the Receiver's final statement of receipts and disbursement;

    (e) seek the Court's approval and direction in respect of a final distribution to BDC in the amount of $59,274.00, on account of its mortgage and secured claim;

    (f) seek the Court's approval and direction in respect of a first and final distribution to Bank of Nova Scotia ("**BNS**") in the amount of $73,128.00, on account of its secured claim;

(g) seek the Court's approval and direction in respect of a final distribution to Employment and Social Development Canada ("**ESDC**") in the amount of $24,391.85, on account of its priority claim;

(h) after payment of the amounts set out at subparagraphs (c), (e), (f) and (g) above, seek the Court's approval and direction for the Receiver to distribute the remaining funds in the Company's estate to Paul and Vivian Menard (the "**Menards**") on account of their secured claim; and

(a) obtain the Court's approval for the release and discharge of the Receiver, including as a term of the Order discharging it, the release and discharge of the Receiver from any and all liability which the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as Receiver, save and except for any gross negligence or willful misconduct on the Receiver's part.

22. All amounts referred to in the Final Report are in Canadian dollars unless otherwise noted.

NOTICE TO READER

23. This report is prepared solely for the use of the Court, for the purpose of assisting the Court in making a determination of whether to approve the relief being sought.

24. In preparing this Final Report, the Receiver has relied upon information from third party sources (collectively, the "**Information**"). Certain of the information contained herein may refer to, or be based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Honourable Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook.

RECEIVERSHIP ACTIVITIES FOLLOWING THE APPROVAL ORDER

25. Since the date of the First Report, the Receiver has undertaken the following actions in accordance with the Receivership Order and Approval Order:

(a) completed the Sales Transaction for the sale of the Real Property in accordance with the Approval Order;

(b) directed its legal counsel to wire the approved distribution in the amount of $550,000.00 to BDC;

(c) directed its legal counsel to wire the approved distribution in the amount of $80,000.00 to CWB National Leasing Inc.;

(d) directed its legal counsel to wire the approved distribution in the amount of $10,706.07 Blue Chip Leasing Corporation;

(e) arranged for the transfer keys to the purchaser;

(f) paying the outstanding Town of Arnprior municipal tax invoices;

(g) arranged for the termination of utilities in respect of the Real Property or for the transfer of accounts to the purchaser;

(h) arranged for the termination of the insurance in respect of the Real Property and the return of excess premiums;

(i) disposed of the Company's inventory; and

(j) obtained updated payout statements from BDC, BNS, the Menards and ESDC.

COLLECTION OF ACCOUNTS RECEIVABLE

26. On the Bankruptcy Date, Beaumen had various accounts receivable reported to be $252,969.38. A copy of the accounts receivable list as at the Bankruptcy Date is attached at Appendix "3" of the First Report.

27. To date, the LIT has received $124,977.05 and the Receiver has received $32,156.19 for total accounts receivable collected of $157,133.24.

28. The Receiver has determined that no further accounts receivable are collectable.

INVENTORY

29. At the Bankruptcy Date, the Company's warehouse contained sorted plastics and paper (**"Waste Material"**).

30. The Receiver, when marketing the Real Property for sale, canvassed several parties to purchase the Waste Material.

31. The Receiver was unsuccessful in finding a party that would either purchase or remove the Waste Material at no cost to the Receiver.

32. The Sales Transaction therefore set out that the purchaser would process the Waste Material and charge the Receiver a processing fee, sell the converted materials on behalf of the Receiver and remit any excess funds to the Receiver.

33. After the completion of the Sales Transaction, the market for sorted plastics and paper significantly declined and commodity prices fell as a result.

34. The purchaser advised the Receiver that the costs to process the Waste Material was in excess of the current market value. The purchaser estimated the shortfall of processing the Waste Material was approximately $23,406.50. Attached at **Appendix "5"** is a detailed calculation prepared by the purchaser in support of the deficiency claimed.

35. The Receiver and the purchaser negotiated a settlement whereby the purchaser would retain the Waste Material, absorb the costs to process the Waste Material and release the Receiver from any storage or processing costs associated with the Waste Material.

36. On November 20, 2020, the solicitor representing the purchaser confirmed that the purchaser agreed to the proposal set out above.

37. Attached at **Appendix "6"** is a copy of the Receiver's settlement offer dated November 12, 2020, the purchasers' acceptance of the settlement offer dated November 20, 2020 along with the purchasers acknowledgement of the anticipated loss.

THE SALES AGREEMENT AND TRANSACTION

38. On November 8, 2019, the Receiver accepted the final offer to purchase ("**Sales Agreement**"), which was attached as Confidential Appendix "C" to the First Report. The Sales agreement provided that it was unconditional, provided for a deposit of $50,000.00 and that it was binding, and the that the closing (the "**Sales "Transaction"**) was subject to approval of the Court.

39. On March 6, 2020, the Sales Transaction closed pursuant to the Sales Agreement and the Approval Order.

ONGOING OPERATIONS

40. The Receiver has not operated the Company since its appointment.

PRIORITY AND SECURED CLAIMS

Priority Claims

41. The Canada Revenue Agency ("**CRA**") completed a trust audit and identified priority claims totaling approximately $105,700.93 for employee source deductions. Attached at **Appendix "7"** is a copy of the proof of claim filed by CRA in the bankruptcy filing.

42. The Company's bankruptcy estate satisfied the full amount of the CRA deemed statutory trust claim and there are no further priority amounts owed to CRA from either the Company's bankruptcy estate or from the Receivership.

43. Amounts due for HST arrears are unsecured as a result of the Company's bankruptcy filing which reversed the priority of CRA's deemed statutory trust claim for unremitted HST.

44. The LIT completed the *Wage Earner Protection Program Act* claims and as result, $24,391.85 for unpaid wages and vacation pay were paid by ESDC to the eligible employees. A copy of the December 5, 2020 ESDC statement of account is attached in **Appendix "8"**.

Secured Claims

45. The Receiver retained Percy Ostroff Law to provide an independent legal opinion regarding the validity and enforceability of the security held by all secured creditors, a copy of which is attached at Appendix "8" of the First Report.

46. Based on the legal opinion, BDC's security is valid and enforceable as against the Real Property. In particular, BDC's Mortgage is a first-ranking mortgage in the principal amount of $700,000.00, which encumbers title to the Real Property. Attached at Appendix "9" of the First Report is a copy of the charge in favour of BDC. The BDC statement of account is attached at **Appendix "9"**.

47. Based on the legal opinion, the Menards' security is valid and enforceable as against the Real Property. In particular, the Menards' mortgage is a second-ranking mortgage in the principal amount of $650,000.00, which encumbers title to the Real Property. Attached at Appendix "10" of the First Report is a copy of the charge in favour of the Menards.

48. The LIT received a proof of claim from the Menards confirming the amounts owing to them as at the date of bankruptcy as $407,602.47. Attached at **Appendix "10"** is a copy of the proof of claim filed by the Menards.

49. A summary of the PPSA registrations filed against the Company is detailed in Appendix "12" of the First Report.

50. The legal opinion confirms that the Menards have a first charge over the Company's remaining equipment followed by BNS and BDC.

51. The legal opinion further confirms that BNS has a first charge over accounts receivable followed by the Menards.

52. The BNS statement of account is attached at **Appendix "11"**.

FUNDS AVAILABLE FOR DISTRIBUTION

53. A copy of the Receiver's Final Statement of Receipts and Disbursements ("**Final Statement**") is attached at **Appendix "12"**.

54. A copy of the final statement of receipts and disbursements with respect to the Company's Assignment dated August 25, 2020 and taxed by The Honourable Justice Stanley J. Kershman is attached at **Appendix "13"**.

55. The Receiver has combined the receipts from the receivership and the Assignment proceedings in order to properly determine the amounts owed to the secured creditors. The consolidated statement of receipts and disbursements (the "**Combined Statement**") is attached at **Appendix "14"**.

56. After paying the amounts required to settle priority claims, the Receiver divided the costs of the receivership between BDC and the Menards and divided the costs of the Assignment between the Menards and BNS to arrive at an equitable distribution for the secured creditors as set out at the bottom of the Combined Statement.

PROFESSIONAL FEES

57. Pursuant to paragraph 16 of the Receivership Order, the fees and disbursements of the Receiver and its legal counsel form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person.

58. Pursuant to paragraph 18 of the Appointment Order, the Receiver is entitled to apply reasonable amounts out of the monies in its hands to satisfy its professional fees and disbursements and those of its counsel, and such amounts are to constitute advances against its remuneration and disbursements when and as approved by the Court.

59. Attached as **Appendix "15"** hereto is the Affidavit of John Haralovich sworn on February 11, 2021, in support of the fees and disbursements of the Receiver for the period from September 26, 2019 to February 23, 2021 $53,097.35, plus HST of $6,902.65 for a total of $60,000.00. The Receiver estimates an additional $5,000.00 plus HST to conclude the administration of the Receivership.

60. Attached as **Appendix "16"** hereto is the Affidavit of Roxanne Chapman, sworn on February 3, 2021, in support of the fees and disbursements of the Receiver's counsel for the period up to and including February 3, 2021 totaling $30,476.47, inclusive of HST, plus an estimated additional $6,000.00 plus HST to conclude the administration of the Receivership.

COMPLETION OF THE RECEIVERSHIP

61. As the Receiver's administration of this estate is substantially complete, the Receiver is presently seeking an Order discharging MNP from the powers, duties and obligations attendant to its appointment as Receiver. The Receiver is proposing that the discharge Order become effective on the day that the Receiver files with the Court a certificate in which the Receiver certifies that it has distributed all funds in its possession, prepared a final statement of receipts and disbursements, a copy of which is to be attached to the Receiver's certificate, and has completed its administration of the receivership.

SUMMARY AND RECOMMENDATIONS

62. For the reasons outlined above, the Receiver respectfully recommends that this Court grant the Receiver's request for an Order providing for, amongst other things:

    (a) If necessary, abridging the time for and validation of service of the Notice of Motion and Motion Record herein;

    (b) Approving the Receiver's Final Report, and the activities and conduct of the Receiver and of its legal counsel since its appointment, all as recited in the Final Report;

    (c) Approving the Receiver's Final Statement;

    (d) Approving the payment of the fees and disbursements of the Receiver and Receiver's counsel;

    (e) Approving the Receiver distributing $59,274.00 to BDC;

    (f) Approving the Receiver distributing $73,128.00 to BNS;

    (g) Approving the Receiver distributing $24,391.85 to ESDC;

    (h) Approving the Receiver distributing the remaining estate receivership funds to the Menards; and

    (i) Discharging and releasing MNP from the powers, duties and obligations attendant to its appointment as Receiver, effective upon the filing of the Receiver's Discharge Certificate indicating that the Receiver has completed its administration.

This Final Report is respectfully submitted to the Honourable Court as of this 23rd day of February 2021.

MNP LTD.,

In Its capacity as Court-Appointed Receiver of
Beaumen Waste Management Systems Ltd.
and not in its personal or corporate capacity
Per:

John P. Harapovich, CPA, CA, CIRP, CMA
Senior Vice President

1

Court File No. CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAM	)	THURSDAY, THE 26TH DAY
	)	
JUSTICE SALLY A. GOMERY	)	OF SEPTEMBER, 2019.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing MNP Ltd. as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and property of the Respondent (hereinafter the "Debtor") acquired for, or used in relation to operations carried out by the Debtor, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario, K2P 2K1.

ON READING the Affidavit of Marlène Rodrigue, sworn on September 5, 2019 and the Exhibits thereto, the Factum and Authorities of the Applicant, on hearing the submissions of counsel for the Applicant, no one appearing on behalf of any other party on the Service List although duly served as appears from the Affidavit of Service of Roxanne Chapman sworn on September 19, 2019 and on reading the consent of MNP Ltd., dated August 9, 2019, to act as the Receiver in respect of the assets of the Respondent referred to herein,

SERVICE

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

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, MNP Ltd. is hereby appointed Receiver, without security, of all of the assets, undertakings and property of the Debtor acquired for, or used in relation to the business carried out by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the

ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

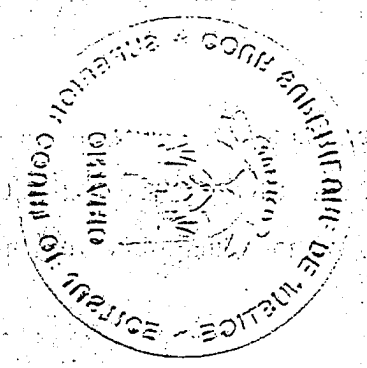
(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

(i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;

(j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby


COUR SUPÉRIEURE DE JUSTICE - ÉCRITURE
SUPERIOR COURT OF JUSTICE
ONTARIO

conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $ 250,000, provided that the aggregate consideration for all such transactions does not exceed $ 1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

(m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating

to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

(q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and

(s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the

Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two 92) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

13. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date

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

EMPLOYEES

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

PIPEDA

15. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

18. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge

(the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $ 50,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

26. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier,

personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

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

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

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

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

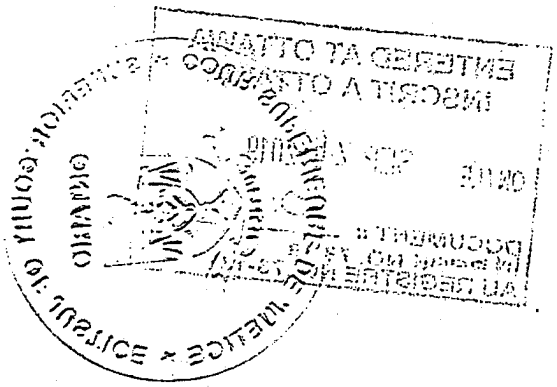
31. THIS COURT ORDERS that the Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis to be paid by the Receiver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

COUNCIL TO FUND SCIENTIFIC RESEARCH
ONTARIO

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

THE HONOURABLE MADAM JUSTICE SALLY A. GOMERY

ENTERED AT OTTAWA
INSCRIT A OTTAWA
ON FILE SEP 26 2019
DOCUMENT # 0411
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13


COUNTY OF LANARK
CLERK OF THE PEACE
ONTARIO

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to the Property appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the ____ day of _____, 2019 (the "Order") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of $_____, being part of the total principal sum of $_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at _____, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the

Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the _____ day of _____, 20_____.

[_____]

By:

_____

Name:

Title:

Debtor/Firm:

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

- and -

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
Respondent

APPLICATION UNDER s. 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C-43 and s. 243 (1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, ss. 67(1)(a) and (e) of the *Personal Property Security Act*, R.S.O. 1990, c. P.10 and Rules 3 and 14.05(2), (3) (g) and (h) of the *Rules of Civil Procedure*

Court File No.: CV-19-00081440-0000

ONTARIO SUPERIOR COURT OF JUSTICE

Proceedings commenced at Ottawa

ORDER

SOLOWAY WRIGHT LLP
Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)
613-236-0111 telephone
613-230-8842 facsimile

Lawyers for the Applicant

2

Court File No. CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
of the City of Renfrew, in the Province of Ontario

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

and

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

FIRST REPORT OF MNP LTD., IN ITS CAPACITY AS COURT APPOINTED RECEIVER OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

NOVEMBER 15, 2019

Contents

INTRODUCTION AND BACKGROUND 3
PURPOSE OF THIS REPORT 5
NOTICE TO READER 6
INITIAL RECEIVERSHIP ACTIVITIES 6
COLLECTION OF ACCOUNTS RECEIVABLE 7
INVENTORY 8
FIXED ASSETS 8
THE SALES TRANSACTION 9
ONGOING OPERATIONS 10
PRIORITY AND SECURED CLAIMS 10
FUNDS AVAILABLE FOR DISTRIBUTION 12
PROFESSIONAL FEES 12
COMPLETION OF THE RECEIVERSHIP 13
SUMMARY AND RECOMMENDATIONS 13

APPENDICES

1 Receivership Order dated September 26, 2019, including endorsement
2 Notice of Statement of Receiver
3 Summary of accounts receivable
4 Summary of contacted parties
5 Redacted asset purchase agreement
6 Support for source deduction claim
7 Support of Wage Earner Protection claim
8 Independent legal opinion, Percy Ostroff Law LLP
9 Business Development Bank charge on real property
10 Paul Menard charge on real property
11 Summary of PPSA registrations
12 Settlement with CWB National Leasing
13 Proof of claim Blue Chip Leasing
14 Statement of Receipts and Disbursements

CONFIDENTIAL APPENDICES

A	Copy of real property appraisal
B	Copy of equipment appraisal
C	Un-redacted asset purchase agreement

INTRODUCTION AND BACKGROUND

1. Beaumen Waste Management Systems Ltd. ("**Beaumen**") is a company incorporated pursuant to the laws of the Province of Ontario with its head office and business operations located at 610 Lisgar Street, Renfrew, Ontario (the "**Real Property**").

2. Beaumen (the "**Company**") are managed and controlled by Mr. Andrew Shouldice (the "**Director**").

3. Beaumen is indebted to Business Development Bank of Canada ("**BDC**" or the "**Lender**"), its senior secured creditor, with respect to certain credit facilities granted by the Lender pursuant to and under the terms of various credit and security agreements contained as Exhibits G and H to the Receivership Application Record (the "**Application Record**") dated September 17, 2019 (the "**Beaumen Security**").

4. As reported in the Application Record, Beaumen's obligations to the Lender pursuant to the above agreements (the "**Beaumen BDC Indebtedness**") totaled $1,096,413.87 as at August 12, 2019 (excluding interest and fees accrued since).

5. The Beaumen Security (the "**Security**") provide for the appointment of a receiver in the event of default by the Company under the Security.

6. The financial performance of the Company began to deteriorate in 2018 as a result of the global markets lowing the market value of recycled materials and in some cases certain foreign markets stopped importing recycled materials.

7. The Company canvassed the market for a prospective purchaser, which could purchase the Company as a going concern. Given the nature of the business, there was only a handful of potential purchasers.

8. The Company sought out letters of intent from 12 prospective purchasers seeking offers. From these 12, only 4 executed the non-disclosure agreement and of these 4, only two conducted site visits.

9. By early June 2019, the Company found itself without sufficient funds to continue to operate and no party expressing any interest in acquiring the business as a going concern.

10. On or about June 23, 2019, the Company terminated all staff and ceased providing recycling and waste removal services for its customers.

11. The Company has not made any of the required monthly payments to BDC since June 20, 2019.

12. On July 15, 2019 BDC made written demand for payment on the Company to satisfy the Beaumen BDC Indebtedness (the "**BDC Indebtedness**"). Along with its demands, BDC delivered to the Company Notices of Intention to Enforce Security ("**NITES**") in accordance with s. 244 of the *Bankruptcy and Insolvency Act* ("**BIA**").

13. The Company waived the NITES' ten-day period on July 15, 2019 such that BDC was entitled to enforce its Security.

14. On July 16, 2019 ("**Bankruptcy Date**"), the Company filed an Assignment in Bankruptcy (the "**Assignment**") and MNP LTD. was appointed Licensed Insolvency Trustee ("**LIT**"). A copy of the assignment in bankruptcy and statement of affairs are contained as Exhibits C and E to the Application Record.

15. Subsequent to the Assignment the LIT received an offer to purchase the assets of the Company en bloc which the LIT considered a commercially reasonable and favourable offer.

16. The LIT determined the best means by which to obtain the highest value for the Company's assets, given the nature of the Company's assets and it operations and given that a sale as a going concern is no longer possible, is a sale of the Company's assets en bloc.

17. On September 17, 2019, BDC therefore brought an application for the appointment of MNP Ltd. ("**MNP**") as the receiver of the Company for the protection of the interests of BDC and other stakeholders.

18. By Order of this Honourable Court dated September 26, 2019 (the "**Receivership Order**"), MNP was appointed receiver (the "**Receiver**"), without security, of all of the assets, undertakings and properties of Company used in relation to their businesses, including all proceeds thereof (the "**Property**"). A copy of the Receivership Order is attached at **Appendix "1"**.

PURPOSE OF THIS REPORT

19. The purpose of this first report of the Receiver to the Court (the "**First Report**") is to:

    (a) report on the activities of the Receiver since its appointment pursuant to the Receivership Order;

    (b) seek the Court's approval of the activities and conduct of the Receiver and that of its legal counsel as described in the First Report;

    (c) seek the Court's approval for the proposed sale of the Property as describe in paragraphs 37 to 47 below (the "**Sale Transaction**");

    (d) sealing the real estate appraisal report regarding the Real Property pending the completion of the Sales Transaction contemplated under the APA, or until further Order of the Court;

    (e) sealing the equipment appraisal report regarding the Real Property pending the completion of the Sales Transaction contemplated under the APA, or until further Order of the Court;

    (f) sealing an un-redacted copy of the APA pending the completion of the transaction contemplated under the APA, or until further Order of the Court;

    (g) seek the Court's approval for the Receiver to discharge the BDC mortgage and Paul Menard (the "**Mortgages**") against title to Real Property upon receipt of the sale proceeds from the Sale Transaction;

    (h) seek the Court's approval in respect of an interim distribution to BDC in the amount of $500,000.00 on account of its mortgage and first-ranking secured claim;

(i) seek the Court's approval in respect of an interim distribution to Paul Menard ("**Menard**") in the amount of $100,000.00 on account of its mortgage and second-ranking secured claim.

(j) seek the Court's approval in respect of a final distribution to CWB National Leasing ("**CWB**") in the amount of $80,000.00 on account of its specific charge on equipment; and

(k) seek the Court's approval in respect of a final distribution to Blue Chip Leasing ("**Blue Chip**") in the amount of $10,706.07 on account of its specific charge on equipment.

20. All amounts referred to in the First Report are in Canadian dollars unless otherwise noted.

NOTICE TO READER

21. This report is prepared solely for the use of the Court, for the purpose of assisting the Court in making a determination of whether to approve the relief being sought.

22. In preparing this First Report, the Receiver has relied upon information from third party sources (collectively, the "**Information**"). Certain of the information contained herein may refer to, or be based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Honourable Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy and completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the CPA Canada Handbook.

INITIAL RECEIVERSHIP ACTIVITIES

23. Immediately following the granting of the Receivership Order on September 26, 2019 (the "**Receivership Date**"), the Receiver notified the LIT of its appointment and took formal control over the Property. The initial activities of the Receiver included:

(a) notifying the LIT;

(b) notified the Office of the Superintendent of Bankruptcy of the appointment of the Receiver and provided a copy of the independent legal opinion;

(c) advised all creditors of the Company of the appointment of the Receiver as set out in the endorsement of the appointment of the Receiver;

(d) collected various accounts receivable;

(e) continued to draft the purchase and sale agreement with the interested party;

(f) removed all equipment not subject to the purchase and sale agreement to an auction firm;

(g) arranged for the sale of surplus vehicles and equipment to be sold at public auction;

(h) released vehicles and equipment subject to specific lien charges to the appropriate secured creditor;

(i) negotiate settlements with various PMSI credits on equipment subject to the Sales Transaction;

(j) responding to creditor inquiries; and

(k) preparing and issuing the prescribed notices and statements of the Receiver pursuant to ss. 245(1) and 246(1) of the BIA, which were sent to the Company creditors. A copy of this notice is attached at **Appendix "2"**.

COLLECTION OF ACCOUNTS RECEIVABLE

24. On the Bankruptcy Date, Beaumen had various accounts receivable and other services reported to be $252,969.38. A copy of the accounts receivable list is attached at **Appendix "3"**.

25. The LIT retained the Company's bookkeeper to print all open invoices and provide detailed statements of account for each customer which the LIT used to issue letters of direction to remit the amounts to the LIT.

26. To date, the LIT has received $125,085.04 and the Receiver has received $30,825.34 for a total of $155,910.38.

27. Canada Revenue Agency ("**CRA**") did issue requirement to pay letters to customers of the Company and did collect $2,203.50 prior to the bankruptcy from customers of the Company.

28. Several of the municipalities serviced by the Company have refused to remit the amounts due as they are claiming damages resulting from the Company ceasing operations and not completing the terms of the contracts entered into with municipalities to provide blue box services. The Receiver estimates approximately $75,114.62 in outstanding accounts receivable will not be collected from municipalities.

29. The Receiver will continue to attempt to collect on the remaining $19,740.88 for the 21 open accounts.

INVENTORY

30. At the Bankruptcy Date, the warehouse was full of sorted plastics and papers. The Sales Transaction sets out that the purchaser will process these materials and charge the Receiver a processing fee less amounts received from the sale of the processed materials. The Receiver cannot confirm the anticipated realization or cost at this time.

FIXED ASSETS

31. At the Bankruptcy Date, the fixed assets of the Company consisted of land and building, trucks and equipment and various trash bins.

32. The Real Property was appraised by Affiliated Property Group on October 15, 2019. The complete appraisal is contained in the **Confidential Appendix "A"**.

33. The trucks and equipment along with the trash bins were appraised by Rideau Auctions Inc. on August 29, 2019. The complete appraisal is contained in the **Confidential Appendix "B"**.

34. As part of the Sales Transaction, the purchaser identified vehicles and equipment they would not purchase. The Receiver retained Rideau Auctions Inc. to dispose of these assets at a public auction which was held on October 19, 2019.

35. The LIT was required to take conservatory measures and dispose of the bins en bloc since they were located at various customers locations throughout the Ottawa Valley.

The costs associated with locating, transporting back to Renfrew and disposing of any waste contained within the bins would have exceeded the net realizable value.

36. The waste bins were sold by the LIT on August 8, 2019 for $25,000 plus applicable taxes and the buyer assume all costs related to taking possession of the bins.

THE SALES TRANSACTION

37. Prior to the bankruptcy and receivership of the Company, the Director had provided a teaser information package to 12 potential parties to acquire the business.

38. The summary of the level of interest of the 12 parties is attached in **Appendix "4"**.

39. The Receiver contacted the 4 parties who attended the site to determine their level of interest to purchase the business operations.

40. Two parties being Halton Recycling (AKA, Emterra Group) ("**Halton**") and Environmental E360s Solutions ("**E360**") entered discussions with the Receiver.

41. The Receiver provided both parties with an asset purchase agreement ("**APA**") and asked that they provide offers to the Receiver by the end of August 2019.

42. The Receiver was contacted by representatives for Halton who confirmed they would like to proceed to present an offer to purchase the Real Property and specific equipment however they required changes to the agreement and amendment to specific conditions within the APA, amongst other things to:

    a) Remove the sale of the inventory, which will be processed by Halton at the cost of the Receiver;

    b) Specific vehicles and equipment were to be sold by the Receiver and not included in the APA as an acquired asset;

    c) Waste glass would be removed from the site at the cost to the Receiver; and

    d) The Ministry of the Environment would need to approve the transfer of the Environmental Compliance Approval to Halton.

43. Before accepting the Halton APA, the Receiver contact E360 who confirmed they would not proceed with a submission of a formal APA.

44. On November 8, 2019, Halton provided the Receiver with a fully executed APA which has been accepted by the Receiver subject to the approval of this Court.

45. A copy of the redacted APA with Halton (redacted purchase price and price allocation) is attached in **Appendix "5"** along with a unredacted copy of the APA as **Confidential Appendix "C"**.

46. The Receiver has consulted BDC, Menard, the Bank of Nova Scotia ("**BNS**"), CBW and Blue Chip all of whom have consented to the sale without any restrictions or conditions.

47. The Receiver recommends that the APS be approved by this Honourable Court for the following reasons:

    a) the Real Property was exposed to the marketplace in a manner that is common for operations of this nature;

    b) the APS is unconditional;

    c) the purchase price is greater than the Appraisals, and there are no other interested parties whom have come forward to present an offer to the Receiver;

    d) the purchase price is sufficient to satisfy BDC's mortgage in full and provide a significant payment to Menard (once the waste glass has been removed from the site);

    e) satisfy the claims of CWB and Blue Chip as negotiated with the Receiver; and

    f) the Receiver does not believe that further marketing of the Real property and equipment will result in a superior offer.

ONGOING OPERATIONS

48. The Receiver has not operated the Company since its appointment.

PRIORITY AND SECURED CLAIMS

Priority Claims

49. The Receiver reviewed the books and records of Beaumen and identified priority claims totaling approximately $74,822.28 for employee source deductions as of October 1, 2019. Attached at **Appendix "6"** is a copy of the proof of claim filed by CRA in the bankruptcy filing. The CRA will be conducting a trust audit on November 25, 2019 and they may determine further amounts are due.

50. Contained with Appendix 6, if the amount due to CRA for unremitted HST. Given the Company is bankrupt, these amounts due are not applicable in the receivership matter.

51. The LIT completed the WEPPA claims and as result, $18,421.90 for unpaid wages and vacation pay were paid by ESDC to the eligible employees. A copy of the November 2, 2019 ESDC statement of account is attached in **Appendix "7"**.

Secured Claims

52. The Receiver retained Percy Ostroff Law LLP to provide an independent legal opinion regarding the validity and enforceability of the security held by all secured creditors, a copy of which is attached hereto at **Appendix "8"**.

53. Based on the legal opinion, BDC's security is valid and enforceable as against the Real Property. In particular, BDC's Mortgage is a first-ranking mortgage in the principal amount of $700,000.00, which encumbers title to the Real Property. Attached as **Appendix "9"** is a copy of the charge in favour of BDC.

54. In paragraph 27 (page 8) of the affidavit of Marlene Rodrigue dated September 5, 2019, it confirms the amount outstanding before ongoing interest and professional fees and expenses is $549,158.34.

55. Based on the legal opinion, it appears that Menard's security is valid and enforceable as against the Real Property. In particular, Menard's Mortgage is a second-ranking mortgage in the principal amount of $650,000.00, which encumbers title to the Real Property. Attached as **Appendix "10"** is a copy of the charge in favour of Menard.

56. The LIT has received a proof of claim from Menard confirming the amounts outstanding at the date of bankruptcy are $407,602.47.

57. A summary of the PPSA registrations filed against the Company are detailed in attached **Appendix "11".**

58. The legal opinion confirms that CWB has a first charge over specific equipment. CWB has agreed to receive $80,000.00 in full and final satisfaction of their secured claims in the equipment. Attached as **Appendix "12"** is a copy of an email whereby Emmanuel Tiku on behalf of CWB accepts to settle their secured claims related to specific equipment included in the Sales Transaction.

59. The legal opinion confirms that Blue Chip has a first charge over specific equipment. Blue Chip has agreed to receive $10,706.07 in full and final satisfaction of their secured claims in the equipment. Attached as **Appendix "13"** is a secured proof of claim filed in the bankruptcy related to specific equipment included in the Sales Transaction.

60. The legal opinion confirms Menard has a first charge over the remaining equipment followed by BNS and BDC.

61. The remaining secured creditors being Wells Fargo Equipment Finance, RCAP Leasing Inc., GE Canada Equipment Financing G.P., TFG Financial Corporation, Blue Chip Leasing (related to the bins), 1561660 Ontario Ltd (mechanics lien), and R&M Truck & Trailer Repairs (mechanics lien) have taken possession of their specific vehicles and equipment and have no further interest in the proceeds from the Sales Transaction.

FUNDS AVAILABLE FOR DISTRIBUTION

62. A copy of the Receiver's Interim Statement of Receipts and Disbursements ("**Interim Statement**") is attached hereto at **Appendix "14"**.

PROFESSIONAL FEES

63. Pursuant to paragraph 16 of the Receivership Order, the fees and disbursements of the Receiver and its legal counsel form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any person.

64. Pursuant to paragraph 18 of the Appointment Order, the Receiver is entitled to apply reasonable amounts out of the monies in its hands to satisfy its professional fees and

disbursements and those of its counsel, and such amounts are to constitute advances against its remuneration and disbursements when and as approved by the Court.

65. The fees and disbursements of the Receiver will be filed in the next report to the Court.

COMPLETION OF THE RECEIVERSHIP

66. The Receiver will attempt to close the Sale Transaction and report back to Court upon its completion. In the event the Sale Transaction does not close, the Receiver will resume the liquidation of the Company' assets.

SUMMARY AND RECOMMENDATIONS

67. In the event the Sale Transaction is closed, it will satisfy the mortgage claims of BDC, provide for a significant payment to Menard and satisfy the settled claims of CBW and Blue Chip.

68. For the reasons outlined above, the Receiver respectfully recommends that this Court grant the Receiver's request for an Order, amongst other things:

    (a) If necessary, abridging the time for and validation of service of the Notice of Motion and Motion Record herein;

    (b) Approving the Receiver's First Report, and the activities and conduct of the Receiver and of its legal counsel since its appointment, all as recited in the First Report;

    (c) approving the APS, and vesting title to the Real Property and equipment in the purchaser under the APS free and clear of all encumbrances, other than permitted encumbrances;

    (d) sealing an un-redacted copy of the APS pending the completion of the transaction contemplated under the APS, or until further Order of the Court;

    (e) sealing the Real Property and equipment appraisals pending the completion of the transaction contemplated under the APS, or until further Order of the Court;

(f) seek the Court's approval for the Receiver to discharge the BDC and Paul Menard mortgages against title to Real Property upon receipt of the sale proceeds from the Sale Transaction;

(g) seek the Court's approval in respect of an interim distribution to BDC in the amount of $500,000.00 on account of its mortgage and first-ranking secured claim;

(h) seek the Court's approval in respect of an interim distribution to Menard in the amount of $100,000.00 on account of its mortgage and second-ranking secured claim;

(i) seek the Court's approval in respect of a final distribution to CWB in the amount of $80,000.00 on account of its specific charge on equipment; and

(j) seek the Court's approval in respect of a final distribution to Blue Chip in the amount of $10,706.07 on account of its specific charge on equipment.

This First Report is respectfully submitted to the Honourable Court as of this 15th day of November 2019.

MNP LTD.,

In Its capacity as Court-Appointed Receiver of
Beaumen Waste Management Systems Ltd.
and not in its personal or corporate capacity
Per:

John P. Haralovich, CPA, CA, CIRP, CMA
Senior Vice President

3

Court File No.: CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD. of the Town of Renfrew, in the Province of Ontario

THE HONOURABLE	)	**TUESDAY, the 26TH DAY**
	)	
MADAM JUSTICE SALLY GOMERY	)	**OF NOVEMBER, 2019.**

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

ORDER

THIS MOTION made by MNP Ltd. in its capacity as the Court-Appointed Receiver (the "**Receiver**") of the assets, undertakings and properties (the "**Property**") of the Respondent, Beaumen Waste Management Ltd. (the "**Debtor**"), for an Order, *inter alia*:

1. Dispensing with service and/or declaring that service of this motion has been validly effected on all necessary parties and declaring that this motion is properly returnable on Tuesday, November 26, 2019;

2. Approving the Receiver's First Report to the Court dated November 19, 2019 (the "**First Report**"), and the activities and conduct of the Receiver and its legal counsel since its appointment;

3. Approving the Transaction and the Sale Agreement (as these terms are described and defined in the First Report) and the execution of the Sale Agreement by the Receiver;

4. Vesting in the Purchaser (as defined in the First Report) the Debtor's right, title and interest in the assets described in the Sale Agreement (the **"Purchased Assets"**) and vesting title in the Purchased Assets to the Purchaser free and clear of any claims, liens and encumbrances;

5. Sealing confidential appendices "A", "B" and "C" to the First Report (the **"Confidential Appendices"**); and

6. In the event the Transaction closes and the Receiver receives the sale proceeds from the Purchaser (the **"Sale Proceeds"**), authorizing and directing the Receiver to make: (1) an interim distribution from the Sale Proceeds to Business Development Bank of Canada (**"BDC"**) in the amount of $550,000.00; (2) a first and final distribution from the Sale Proceeds to CWB National Leasing Inc. (formerly National Leasing Group Inc. and hereinafter **"CWB"**) in the amount of $80,000.00; and (3) a first and final distribution from the Sale Proceeds to Blue Chip Leasing Corporation (**"Blue Chip"**) in the amount of $10,706.07;

was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Notice of Motion and the First Report, and on hearing the submissions of counsel for the Receiver, no one else appearing although served as evidenced by the Affidavit of Service of Roxanne Chapman, sworn on November 20, 2019, filed,

1. **THIS COURT ORDERS AND DECLARES** that service of this motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the Receiver's First Report is hereby approved and that the activities and conduct of the Receiver and that of its legal counsel as set forth in the First Report are hereby ratified and approved.

3. **THIS COURT ORDERS AND DECLARES** that the Confidential Appendices shall be kept sealed and confidential and shall not form part of the public record until the Transaction closes or pending further Order of this Court.

4. **THIS COURT AUTHORIZES AND DIRECTS** that, in the event the Transaction closes and the Receiver receives the Sale Proceeds from the Purchaser, the Receiver shall make an interim distribution from the Sale Proceeds to BDC in the amount of $550,000.00 on account of BDC's first-ranking mortgage security in respect of the Real Property (as defined in the First Report).

5. **THIS COURT AUTHORIZES AND DIRECTS** that, in the event the Transaction closes and the Receiver receives the Sale Proceeds, the Receiver shall make a first and final distribution from the Sale Proceeds to CWB in the amount of $80,000.00 on account of CWB's specific charge on certain equipment being sold pursuant to the Transaction.

6. **THIS COURT AUTHORIZES AND DIRECTS** that, in the event the Transaction closes and the Receiver receives the Sale Proceeds, the Receiver shall make a first and final distribution from the Sale Proceeds to Blue Chip in the amount of $10,706.07 on account of Blue Chip's specific charge on certain equipment being sold pursuant to the Transaction.

ENTERED AT OTTAWA
INSCRIT A OTTAWA
ON/LE NOV 26 2019
DOCUMENT # 0411
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13

THE HONOURABLE MADAM JUSTICE SALLY GOMERY

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

- and -

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
Respondent

Court File No.: CV-19-00081440-0000

ONTARIO SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD., of the Town of Renfrew, in the Province of Ontario

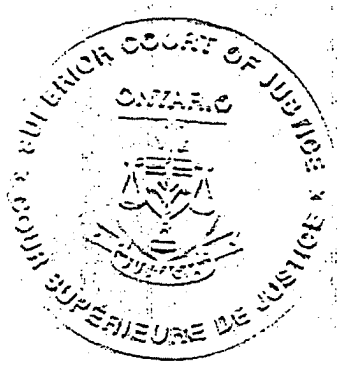
Proceedings commenced at Ottawa

ORDER

SOLOWAY WRIGHT LLP
Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)
613-236-0111 telephone
613-230-8842 facsimile

Lawyers for the Court-Appointed Receiver, MNP Ltd.


SUPERIOR COURT OF JUSTICE
ONTARIO
COUR SUPÉRIEURE DE JUSTICE

Court File No. CV-19-00081440

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE MADAM	)	TUESDAY, THE 26TH DAY
	)	
JUSTICE SALLY GOMERY	)	OF NOVEMBER, 2019.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertakings, properties and assets of the Respondent, Beaumen Waste Management Ltd. (the "**Debtor**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and Halton Recycling Ltd. (the "**Purchaser**") dated November 8, 2019 and appended as a Confidential (redacted) Appendix to the Report of the Receiver dated November 19, 2019 (the "**Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the Affidavit of Service of Roxanne Chapman, sworn on November 20, 2019 filed:

1. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Madam Justice Gomery dated September 26, 2019; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the Land Titles Division of Renfrew (No. 49) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act:* the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent

preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT ORDERS AND DECLARES** that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

ENTERED AT OTTAWA
INSCRIT A OTTAWA

ON/LE NOV 26 2019

DOCUMENT # 0411
IN BOOK NO. 73-13
AU REGISTRE NO. 73-13

THE HONOURABLE MADAM JUSTICE SALLY GOMERY

Schedule A – Form of Receiver's Certificate

Court File No. CV-19-00081440

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Madam Justice Sally Gomery of the Ontario Superior Court of Justice (the "**Court**") dated September 26, 2019, MNP Ltd. was appointed as the receiver (the "**Receiver**") of the undertaking, properties and assets of the Respondent, Beaumen Waste Management Systems Ltd. (the "**Debtor**").

B. Pursuant to an Order of the Court dated November 26, 2019, the Court approved the agreement of purchase and sale made as of November 8, 2019 (the "**Sale Agreement**") between the Receiver and Halton Recycling Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.

4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

MNP LTD., solely in its capacity as Court-Appointed Receiver of the undertakings, properties and assets of the Debtor, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

The Purchased Assets include the following:

A. **The following parcels of land:**

1. PT LT 13, CON 1, HORTON, PT 1, 49R2968; TOWN OF RENFREW (PIN 57616-0088 (LT), LRO #49)

2. PT LT 13, CON 1, HORTON, AS IN R142091; TOWN OF RENFREW (PIN 57616-0089 (LT), LRO #49)

3. PT LT 13, CON 1, HORTON, PT 2, 49R2968; TOWN OF RENFREW (PIN 57616-0116 (LT), LRO #49)

B. **The MECP Environmental Compliance Approval bearing approval no. A410403 issued to Beaumen Waste Management Systems Ltd. on October 17, 2011 and amended on January 2, 2003, March 27, 2003 and December 7, 2016 for a Waste Disposal Site (Processing / Transfer)**

C. **The assets listed on the following page.**

Category	Year	Make	Description	Model	Serial #
Co mingle / Single Stream Line in MRF	2007	TiTech	Colour Sort Scanner	Colour Sort – 2800	Z039T-Z040
Co-mingle / Single Stream Line in MRF		Bollegraaf	Hopper (Primary Sort, Track A 1600mm and Track B 1200mm)	TiTech Unit	00308 0290
Co-mingle / Single Stream Line in MRF	2007	Bollegraaf	Belt Feed Conveyor 9'w X 30'L And Takeaway Conveyor 5'w X 6'-6"L		
Co-mingle / Single Stream Line in MRF		Walker Eddy	Current Separator	SREEC-1030	
Co-mingle / Single Stream Line in MRF	2014	Siemens	Touch Screen Micro Master 420	KTP600	
Co-mingle / Single Stream Line in MRF	2014	Allen Bradley	Controls, Variable Speed Drives (3)	22B-D6P0104	
Co-mingle / Single Stream Line in MRF		Bollegraaf	Oscillating Conveyor 48"w X 6'L		
Co-mingle / Single Stream Line in MRF	2000	Harris/Mosley	Can Densifier with 30HP 3 phase motor, with 12" w X 8'L	M-2000	
Co-mingle / Single Stream Line in MRF			Feed conveyor with a 28"w hopper, oil heater and cooler, 100% solid – state sensors and modular programmable controllers and a 2'-11" X 2' Flared hopper		015010031
Co mingle / Single Stream Line in MRF	2014	Carr Industries	Culvert Trommel 2 inch Glass Unit (1) 4' X 10'		
Co-mingle / Single Stream Line in MRF		Machinex	Glass Breaker Disc Screener	DS-121L	
Co-mingle / Single Stream Line in MRF		Machinex	Disc Screener	DS-122L	
Co-mingle / Single Stream Line in MRF		Trommel	Blowing Units (3)		
Co-mingle / Single Stream Line in MRF		Dayton	should		
Co-mingle / Single Stream Line in MRF		Dayton	Tube Axial Fan 3 Fan Unit	4C660B	
Co-mingle / Single Stream Line in MRF		Atlas Copco	Air Compressor MAWP 9.1bar 131 PSI, Voltage 460V Motor 50HP	Type GA37	AP1533679
Co-mingle / Single Stream Line in MRF		Kaeser	Rotary Screw Air Compressor Voltage 460V Motor 50 HP	CS75	
Co-mingle / Single Stream Line in MRF			Air Dryer 370 cfm 100PSIG	KLD-370	3336-1-9505-14KD
Co-mingle / Single Stream Line in MRF			Air Receiver 8' tall 300 Gallon Tank		
Co-mingle / Single Stream Line in MRF		Tuffman	Crossbelt Magnet Units	CB5636	
Co-mingle / Single Stream Line in MRF		Machinex	Sorting System Structure 20' – 5"w X 64'L X 8'-9"H Divisions 9'-8"w X 8' 9"L	489650	
Co-mingle / Single Stream Line in MRF		CP	In Ground Feed Conveyor – Steel Belt 48"w X 55'L I.D.C1		
Co-mingle / Single Stream Line in MRF			Conveyor 24"w X 29'-8"L I D Glass Return Conveyor C2		
Co-mingle / Single Stream Line in MRF			Conveyor 24"w X 30'L I.D Trommel Fall C3		
Co-mingle / Single Stream Line in MRF		TiTech	Conveyor 72"w X 26'L I.D. Incline for TiTech Conveyor C4		
Co-mingle / Single Stream Line in MRF			Conveyor 48"w X 75'L I.D. Fiber Run Off Conveyor C5		
Co-mingle / Single Stream Line in MRF			Conveyor 36"w X 22'L I.D. Quality Control Conveyor C6		
Co-mingle / Single Stream Line in MRF			Conveyor 34"w X 33'-6"L I.D. Quality Control Conveyor C7		
Co-mingle / Single Stream Line in MRF			Conveyor 47"w X 36'L I.D. Incline Feed to Eddy Current Separators C8		
Co-mingle / Single Stream Line in MRF			Conveyor 30"w X 13'-3"L I.D. Return Conveyor C9		
Co-mingle / Single Stream Line in MRF			Conveyor 36"w X 29'-2"L I D. Return Conveyor C10		
Co mingle / Single Stream Line in MRF		TiTech	Conveyor 52"w X 15'L I.D. Return to TiTech Conveyor C11		
Co-mingle / Single Stream Line in MRF	2007	TiTech	Hood Conveyor 60"w X 6'-6"L		
Co-mingle / Single Stream Line in MRF	2007	Titech	with high speed conveyor, 3.3' x 17' and sorting cabin on steel frame structure (Cleanup Unit End of Line)	A53 Polysort 1000	
Fiber Line in MRF	2005	CP	In Ground Feed Conveyor Steel Belt 51"w X 36'L	554201	
Fiber Line in MRF		Titan	Incline Conveyor 50"w X 37'L		95985
Fiber Line in MRF		Titan	Horizontal Conveyor 62"w X 45'-2"L	8043-10 120'	
Fiber Line in MRF		Ambaco	Horizontal Wide Mouth Baler (All floors and side rebuild 2018 by Machinex Cost $70K)		
Fiber Line in MRF		Machinex	Incline Conveyor 60"w X 100'L		
Fiber Line in MRF	2005		Sorting System Structure 16'-7"w X 52'-9"L X 11'-1"H 2 Divisions: Division #1 16'-7"w X 31' 7"L X 11'-1"H Division #2 15'-7"w X 21'-2"L X 11'-1"H		
Fiber Line in MRF	2012	Redwave	Optical Sorter Infeed Conveyor 7' 2"w X 15'-10"L	Redwave 2000 NIRC 84 A/B	RW0420
Forklift		Clark	Forklift Propane	CGC25	C365L-0500-9393FB
Forklift		Nissan	Forklift Propane Capacity 4600lbs	22437	PF02A25V
Forklift		Hyster	Forklift Propane Capacity 5650lbs	560E	C004D09747H
Forklift		Hyster	Forklift Propane Capacity 4300lbs	560XM	D187V15306W
Forklift		Hyster	Forklift Propane Capacity 2270lbs	S50XL	A187T1550F
Forklift		Hyster	Forklift Propane	S60XM	D187V15307W
Wheel Loaders	2008	Kubota		R520S	R520S-10129
Wheel Loaders	2001	Kubota	In pieces	R520	10362
Wheel Loaders	2002	Volvo		L220E	L220EVXXXX
Cleaning equipment		Tennant	Electric Vacuum Sweeper (Needs new motor)	Tennant 6200	6200-3710
Cleaning equipment	2010	Tennant	Electric Sweeper (Needs new motor)	Tennant 5700	5700-16070
Cleaning equipment	2016	Easy-Kleen	4000PSI Hot Water Pressure Washer 15hp	Magnum Plus	161064
Skyjack		Skyjack	Electric Scissor lift	SJ4626	72668
Miscellaneous Tools and Office Equipment and Furniture					

Schedule C – Claims to be deleted and expunged from title to Real Property

The following Claims are to be deleted and expunged from title to the Real Property:

Instrument Number	Date of Registration	Description
RE165723	April 19, 2013	Charge in the amount of $700,000 from Debtor to Business Development Bank of Canada
RE165724	April 19, 2013	Notice of Assignment of Rents from Debtor to Business Development Bank of Canad
RE165725	April 19, 2013	Charge in the amount of $650,000 from Debtor to Daniel and Vivian Menard
RE165726	April 19, 2013	Charge in the amount of $247,000 from Debtor to Daniel and Vivian Menard

The following registrations are to be discharged from the *Personal Property Security Act* (**"PPSA"**) Registry:

PPSA File Number	Creditor
752686092	Trisura Guarantee Insurance Company
736688349	National Leasing Group Inc.
735704838	The Bank of Nova Scotia
734701086	Blue Chip Leasing Corporation
727814988	Wells Fargo Equipment Finance Company
721125729	Blue Chip Leasing Corporation
720721422	National Leasing Group Inc.
707480775	National Leasing Group Inc.
706774266	National Leasing Group Inc.
705602601	National Leasing Group Inc.
704554038	National Leasing Group Inc.

704514888	National Leasing Group Inc.
703645479	National Leasing Group Inc.
702421488	The Bank of Nova Scotia
686217672	Vivian Menard Daniel Menard
686224386	Business Development Bank of Canada
727791759	National Leasing Group Inc.
713877606	National Leasing Group Inc.

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property and Permitted PPSA Registrations

(unaffected by the Vesting Order)

Any Instrument registered against title to the Real Property not listed in Schedule "C" hereto as of the date hereof is a permitted encumbrance.

The following PPSA registrations:

PPSA File Number	Creditor
752677461	1561660 Ontario Ltd. o/a Surgenor Truck Stop
746774748	TFG Financial Corporation
730083024	RCAP Leasing Inc.
723272436	Wells Fargo Equipment Finance Company
721491021	Wells Fargo Equipment Finance Company
716739363	GE Canada Equipment Financing G.P.
714838725	GE Canada Equipment Financing G.P.
707922306	GE Canada Equipment Financing G.P.
702078084	RCAP Leasing

BUSINESS DEVELOPMENT BANK OF CANADA
Applicant

- and -

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.
Respondent

Court File No.: CV-19-00081440-0000

ONTARIO SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD., of the Town of Renfrew, in the Province of Ontario

Proceedings commenced at Ottawa

APPROVAL AND VESTING ORDER

SOLOWAY WRIGHT LLP
Lawyers
700-427 Laurier Avenue West
Ottawa, ON K1R 7Y2

André A. Ducasse (#44739R)
613-236-0111 telephone
613-230-8842 facsimile

Lawyers for the Court-Appointed Receiver, MNP Ltd.

4

District of: Ontario
Division No. 12 - Ottawa
Court No. CV-19-00081440-0000
Estate No. 33-1657214

- FORM 87 -
Notice of Statement of the Receiver
(Subsections 245(1) and 246(1) of the Act)

In the matter of the receivership of
Beaumen Waste Management Systems Ltd.
of the City of Renfrew
in the Province of Ontario

The receiver gives notice and declares that:

1. On the 26th day of September 2019, we, MNP LTD., became the receiver in respect of the property of Beaumen Waste Management Systems Ltd., that is described below:

Furniture	Telecommunications Equipment	1318.00
Real Property or Immovable	Building - Renfrew - 610 Lisgar Avenue - Land and Buildings	750000.00
Motor Vehicles	Automobile - Various vehicles	180193.00
Business Assets	Machinery - Processing equipment	846027.00
Business Assets	Book Debts - Various accounts receivable	238178.00
Business Assets	Stock In Trade - Raw materials	105000.00

2. We became a receiver by having taken possession or control of the property described above (or by virtue of being appointed by Business Development Bank of Canada), pursuant to General Security Agreements dated April 27, 2004 and April 19, 2013 and a first ranking mortgage in the amount of $700,000.00.

3. The undersigned took possession or control of the property described above on the 26th day of September 2019.

4. The following information relates to the receivership:

(a) Address: 1600 Carling Avenue Suite 800, Ottawa, ON, K1Z 1G3
(b) Principal line of business: Recycling
(c) Location(s) of business:

610 Lisgar Avenue, Renfrew, ON, K7V 3N8

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

CRA - Tax - Ontario	$130000.00
WEPP	$68000.00
RCAP Leasing Inc.	$29808.39
Blue Chip Leasing Corporation	$10706.07
Business Development Bank of Canada - Ottawa West	$1088589.83
Wells Fargo Equipment Finance Company	$39601.30
1561660 Ontario LTD	$11967.00
Vivian Menard	$407602.47
Scotiabank c/o Canaccede International Management Ltd.	$478738.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc)	$280000.00

(e) The list of other creditors and the amount owed to each creditor and the total amount due is as follows:

Capital One MasterCard Bankruptcies c/o FCT Default Solutions	Unsecured	$1308.00
CRA - Tax - Ontario	Unsecured	$19874.00
Scotiabank Visa c/o Canaccede International Management Ltd.	Unsecured	$12788.00
EHT Ontario Employer Health Tax	Unsecured	$23487.00
WEPP	Unsecured	$1.00
RCAP Leasing Inc.	Unsecured	$1716.11
CRA - GST/HST - Shawinigan-Sud	Unsecured	$123560.00
2M RESSOURCES	Unsecured	$13174.00
ACKLANDS GRAINGER	Unsecured	$1.00
BEARCOM CANADA CORP.	Unsecured	$343.00
BENSON AUTO PARTS	Unsecured	$2215.00
BENSON COMMERCIAL TIRE	Unsecured	$9069.00
CANADIAN AUTOMOTIVE SERVICE EQUIP.	Unsecured	$181.00
CERTIFIED LABORATORIES	Unsecured	$2565.00
CERVUS EQUIPMENT	Unsecured	$328.00
CINTAS CANADA LTD.	Unsecured	$69925.32
CNH INDUSTRIAL CAPITAL	Unsecured	$123.01
CORP OF THE TOWN OF RENFREW	Unsecured	$25161.00
DENNIS FORTIER TRANSPORT INC.	Unsecured	$6229.13
ENBRIDGE GAS DISTRIBUTION	Unsecured	$693.00
GARY GARAGE DOOR INSTALLATION	Unsecured	$367.00
GIFFORD ASSOCIATES INSURANCE	Unsecured	$1.00
GRANT CROZIER EXCAVATING	Unsecured	$1074.00
HYDRAULI-CHROME INC.	Unsecured	$4520.00
INDUSTRY DIESEL & TURBO SERVICE LTD.	Unsecured	$1.00
M&R FEEDS AND FARM SUPPLY (R)	Unsecured	$588.00
M&R FEEDS AND FARM SUPPLY LTD. (A)	Unsecured	$429.00
MACHINEX RECYCLING SERVICES EASTERN INC.	Unsecured	$1773.00
MALMBERG TRUCK TRAILER EQUIP.LTD.	Unsecured	$1.00
METROLAND MEDIA GROUP	Unsecured	$302.00
OTTAWA BELTING INC.	Unsecured	$13786.00
OTTAWA VALLEY OXYGEN LTD.	Unsecured	$7264.00
PROTYRE	Unsecured	$5682.00
R & M TRUCK & TRAILER REPAIRS	Unsecured	$10407.69
RAY'S FLOWERS	Unsecured	$105.00
RENFREW COUNTY BUS LINES INC.	Unsecured	$390.00
RENFREW HOME HARDWARE	Unsecured	$76.00
RENFREW HYDRO INC.	Unsecured	$10482.04

SCOTT AND SONS HARDWARE	Unsecured	$375.00
TOROMONT MATERIAL HANDLING	Unsecured	$1103.28
TWP. OF WHITEWATER REGION	Unsecured	$1095.00
UNIVERSAL SUPPLY GROUP	Unsecured	$2374.00
VALLEY BYTES	Unsecured	$165.00
VALLEY DELIVERY LTD.	Unsecured	$198.00
VALLEY LANDSCAPING & EXCAVATING	Unsecured	$7769.00
VALLEY SALES AND EQUIPMENT LTD.	Unsecured	$453.00
W.O. STINSON & SON LTD.	Unsecured	$61560.54
WORKER'S COMPENSATION BOARD	Unsecured	$37297.53
YEMEN ELECTRIC	Unsecured	$5585.00
YOLKOWSKIE LUMBER & SCRAP	Unsecured	$1318.00
Trisura Guarantee Insurance Company	Unsecured	$1.00
TFG Financial Corporation	Unsecured	$1.00
8462534 Canada Inc.	Unsecured	$10714.00
EMMETT HOSSACK	Unsecured	$22374.00
North Algonquin Towing	Unsecured	$554.00
7182392 Canada Inc.	Unsecured	$150000.00
7300622 Canada Inc.	Unsecured	$100000.00
8172927 Canada Inc.	Unsecured	$60000.00
Andrea Bird	Unsecured	$50000.00
Sandra Timlin	Unsecured	$200000.00
John Flood	Unsecured	$52500.00
John Taker	Unsecured	$98000.00
Paul Shuster	Unsecured	$20000.00
Bluechip Leasing Corporation (formerly Northstar Leasing Corporation)	Unsecured	$11792.51
Home Hardware Stores Limited	Unsecured	$103.60
Ontario Ministry of Finance	Unsecured	$57128.34
Precision Waste Systems	Unsecured	$18470.19

(f) The intended plan of action of the receiver during the receivership, to the extent that such a plan has been determined, is as follows: The Receiver has taken possession of the company assets and will complete the liquidation of the property, plant and equipment along with collection of the accounts receivable. The net proceeds will be paid to the secured creditors as set out in the various security documents. The Receiver has obtained an independent legal opinion to confirm the priority and validity of all secured claims. As set out in the Courts endorsement, all creditors are to be notified of the Receivership appointment. The Receiver advises there will be no distribution for unsecured creditors.

(g) Contact person for receiver:

John Haralovich, Tel: (613) 691-4270, Fax: (613) 726-9009.

Dated at the City of Ottawa in the Province of Ontario, this 26th day of September 2019.

MNP LTD. - Licensed Insolvency Trustee

1600 Carling Avenue, Suite 800
Ottawa ON K1Z 1G3
Phone: (613) 691-4270 Fax: (613) 726-9009

5

Renfrew MRF
Inventory
January 13, 2020

This is from MNP - John

Unprocessed Materials - On Tipping Floors

estimate by A Shouldice team		Walking Traile	Bales	loose	KG Weight	KG Total kgs	sort+bale $/kg		cost to MNP	MNP material total MT	$ /MT	sold price sale revenue	
OCC			2.0		675	1,350	0.9		1.215				
OCC	processed Mat-baled		96.0		675	64,800	N/A			66.15	107	7,078.1	
ONP - Single Stream	not sorted		6.0		833	4,998	0.175	$	875	4.998	40	199.9	still sitting
ONP - Dual Stream	not sorted		5.0		833	4,165	0.175	$	729	4.165	40	166.6	still sitting
Single Stream Tipping Floor		4		yes	18,000	72,000	0.175	$	12,600	72	$ 40	2,880.0	still sitting
Duals Stream Tipping Floor		6		yes	12,000	72,000	0.175	$	12,600	72	$ 40	2,880.0	still sitting
Plastic Bales 1 to 7	still sitting		307.0		450	138,150	0.175		24,176	138.15	40	5,526.0	still sitting
						357,463							
Processed Material - Loose In Bays							baling only		cost to MNP				
PET			6.0	yes	450	2,700	0.09		243.00	2.7	192.00	518.4	still sitting
HDPE			15.0	yes	500	7,500	0.09		675.00	7.5	140.00	1,050.0	still sitting
Tubs and Lids			3.0	yes	448	1,344	0.09		120.96	1.344	no value		still sitting
Tetra			3.0	yes	950	2,850	0.09		256.50	2.85	34.00	96.9	still sitting
Aluminum			0.5	yes	350	175	0.09		15.75	0.175	1,249.00	218.6	still sitting
Tin			0.0	yes		0							
Trommel Glass	est 3.5 loads siting = 111,000kgs		5.0	yes	37,000	185,000	0.088		-				
	111000					199,569			52,292.20				
Processed Material - Baled													
ONP	processed Mat-baled		60.0		833	49,980				49.98	66	3,298.7	
PET	processed Mat-baled		20.0		450	9,000				9	192.00	1,728.0	still sitting
HDPE	processed Mat-baled		34.0		500	17,000				17	140.00	2,380.0	still sitting
Tubs and Li	processed Mat-baled		24.0		448	10,752				10.752	no value		still sitting
Tetra	processed Mat-baled		20.0		950	19,000				19	34.00	646.0	still sitting
Aluminum	processed Mat-baled		0.5		350	175				0.175	1,249.00	218.6	still sitting
Tin	processed Mat-baled		0.0			0							
						105,907				**total**	**revenue**	**28,885.7**	

wet material + Garbage	# haul			garb tip fee $ /1000kgs	hauling $ / trip	
Roll Off - 20 Yard Wood - Yard	2.0	1,000	2,000	95	185	465
Roll Off - 20 Yard Garbage - Yard	8.0	2,000	16,000	95	185	1670
Roll Off - 40 Yard Garbage - Yard	1.0	4,000	4,000	95	185	565
Roll Off - 40 Plant Waste	8.0	1,000	8,000	95	185	1575
			30,000			0

Tires

One Transport Load **< need to remove - our tire co can help on this one** 0

grant total Charge **52,292**

Net cost (23,406.50)

6

John Haralovich

From: David Henderson <dhenderson@agrozaffiro.com>
Sent: November 20, 2020 4:43 PM
To: Andre Ducasse
Cc: John Haralovich; Bill Gurd
Subject: RE: Follow up - WITHOUT PREJUDICE
Attachments: 2937_001.pdf

Hi Andre,

My client accepts the offer as outlined in your November 12, 2020 email.

Please find the attached letter regarding the losses incurred by my client. Please let me know if you have any further questions or concerns.

Yours truly,

***In light of the COVID-19 pandemic, most of our staff and lawyers will be operating remotely until further notice. There will be minimal staff at the office, but we are committed to continuing to provide the high level of service that we have always provided to our clients. We ask that if you intend to, or are requested to, courier or mail documents to our office, please confirm with your contact person at our office prior to doing same. At this time the preference is for email delivery of all documentation, unless otherwise requested or required.

agrozaffiro LLP

David J. Henderson
B.A. (Hons), LL.B.

21 King Street West,, 11th floor
Hamilton, ON, Canada L8P 4W7

agrozaffiro.com

p. 905-527-6877 ext. 411
f. 905-527-6169
e. dhenderson@agrozaffiro.com

John Haralovich

From: Andre Ducasse <aducasse@solowaywright.com>
Sent: November 12, 2020 2:03 PM
To: David Henderson
Cc: John Haralovich
Subject: RE: Follow up - WITHOUT PREJUDICE
Attachments: MNP - MRF Inventory Sept 15 2020.xlsx

Without Prejudice:

David,

Following our most recent discussion regarding this matter, I confirm that the Receiver is prepared to settle the dispute with respect to processing the inventory as follows:

- Each party will bear its own losses/costs and no payment will be made by either party to the other on account of inventory processing. In this regard, I understand that the difference between the cost of processing the inventory and the market value thereof is $23,406.50 as set out in the attached spreadsheet. I understand from the Receiver that this is the spreadsheet that had been prepared by your client, but the Receiver removed the costs with respect to glass and other waste, which the Receiver never agreed to cover.
- Your client will provide the Receiver with a letter setting out the amount of its losses as set out above so that the Receiver can include this reporting in its report to the Court.
- The parties will not sign a mutual release but will rely on an email exchange between counsel confirming the settlement and that the claims of all parties with respect to processing the inventory are released.
- The Receiver will report to the Court that the inventory has been abandoned since there is no value therein for the estate. Thus, this settlement will not need to subject to Court approval.

I believe this accurately reflects our discussions. Can you therefore please confirm that we are settled on these terms and provide me with the letter provided for in the second bullet above as soon as possible, since the Receiver is getting pressure from the creditors to move this matter forward.

Thanks,
Andre

From: David Henderson <dhenderson@agrozaffiro.com>
Sent: November 5, 2020 9:36 AM
To: Andre Ducasse <aducasse@solowaywright.com>
Subject: RE: Follow up - WITHOUT PREJUDICE

That works. I'll call your number at such time.

EMTERRA
Environmental

November 20, 2020

John Haralovich
Senior Vice President
MNP
1600 Carling Avenue, Suite 800
Ottawa, ON, K1Z 1G3

John,

In your capacity as the Court appointed Receiver for Beaumen Waste Management Systems Ltd. please accept this letter as confirmation that processing the material inventory that was excluded from our asset purchase Emterra had a loss of $23,406.50.

Regards,

Bill Gurd | Chief Financial Officer

"Make it a Safe Day"

EMTERRA
Group

2020 CANADA'S GREENEST EMPLOYERS CAMSC CERTIFIED WBE Canada WEConnect INTERNATIONAL

1122 Pioneer Road, Burlington, ON L7M1K4
Phone: 905.336.9084 Ext.1128| **Cell:** 365.323.2558 | **Fax:** 905.336.8865

bill.gurd@emterra.ca

7

Canada Revenue Agency
Agence du revenu du Canada

Tax Centre
Hamilton ON L8R 3P7

February 27, 2020

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD
C/O MNP LTD
800 - 1600 CARLING AVE
OTTAWA ON K1Z 1G3

Account Number
12395 2673 RP0001

Dear Sir or Madam:

Subject: BEAUMEN WASTE MANAGEMENT SYSTEMS LTD
Account number: 12395 2673 RP0001

We were told that you have been appointed as receiver for the above-named. There is a debt owed to the Canada Revenue Agency for source deductions amounting to $193,693.78 for income tax and Canada Pension Plan (CPP) contributions, as well as employment insurance (EI) premiums.

Details of the debt are as follows:

Tax deductions:	$81,667.35
CPP:	$38,238.00
EI:	$11,794.99
Penalties and interest:	$61,993.44
Total:	$193,693.78

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

Federal income tax:	$60,945.91
Provincial income tax:	$20,721.44
CPP employee part:	$19,119.00
EI employee part:	$4,914.58
Total:	$105,700.93

Payment for the total amount of this trust, namely $105,700.93, must be made to the Receiver General for Canada out of the realization of any property that is subject to these statutory trusts in priority to all other creditors.

.../2

Please let us know when payment of this trust amount and the remaining balance of $87,992.85 will be made.

This letter also serves as notice that should payment be made for any amount described in subsection 153(1) of the Income Tax Act for periods before or after your appointment, you must withhold tax deductions and remit payments in accordance with that subsection and sections 101 and 108 of the Income Tax Regulations.

Also, see section 5 of the Employment Insurance Act and section 8 of the Canada Pension Plan Regulations.

For more information or clarification, please call me at 905-570-7075.

Yours truly,

K. Figaszewska 1213
Insolvency Officer

ATTACHMENT PAGE 1 Account Number 12395 2673 RP0001

Proof of Claim (Form 31)
(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

Send all notices or correspondence regarding this claim to the following address:

Canada Revenue Agency
Shawinigan National Verification and Collection Centre
Insolvency Intake Centre
Collections Directorate
4695 Shawinigan-Sud Blvd.
Shawinigan QC G9P 5H9

Attention: K. Figaszewska

In the matter of the bankruptcy of BEAUMEN WASTE MANAGEMENT SYSTEMS LTD of the City of Renfrew in the Province of Ontario, and the claim of Her Majesty the Queen in Right of Canada as represented by the Minister of National Revenue, creditor.

I, K. Figaszewska, of the City of Hamilton in the Province of Ontario, do hereby certify:

1. That I am a collections officer of the Canada Revenue Agency.

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of the bankruptcy namely the 16th day of July 2019, and still is, indebted to the creditor in the sum of $188,851.78, as specified in the statement of account attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled.

4. (X) UNSECURED CLAIM of $83,150.85. That in respect of this debt, I do not hold any assets of the debtor as security.

(X) PROPERTY CLAIM of $105,700.93.
That property holding a value equal to the debt enumerated in the Schedule "A" was in possession of the debtor and still remains in the possession of the debtor and (or) the trustee. The claimant hereby claims an interest in all assets of the debtor up to the value of the property claim shown. The claimant is entitled to demand from the trustee the return of the property.

ATTACHMENT PAGE 2 Account Number 12395 2673 RP0001

5. That, to the best of my knowledge, the above-named creditor is not related to the debtor within the meaning of section 4 of the Act, and has not dealt with the debtor in a non-arm's length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to the debtor within the three months immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act.

NIL

7. Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Sworn before me at the City of Hamilton in the Province of Ontario, on the 25th day of February 2020.

....

Commissioner of Oaths Signature of Claimant

Gordon Arthur Tebbutt,
a Commissioner, etc., Province of Ontario, for the Government of Canada, Canada Revenue Agency
Expires April 24, 2021

ATTACHMENT PAGE 3 Account Number 12395 2673 RP0001

Schedule "A"

Name: BEAUMEN WASTE MANAGEMENT SYSTEMS LTD

Unsecured claim

Income Tax Act
(relating to payroll deductions for non deemed trust)

Account number:	12395 2673 RP0001
Assessed period(s):	2018+2019
Principal:	$0.00
CPP and EI:	$25,999.41
Penalty + Interest:	$57,151.44
Total:	$83,150.85

Total Unsecured claim $83,150.85

Property claim

Income Tax Act
(relating to payroll deductions for deemed trust)

Account number:	12395 2673 RP0001
Assessed period(s):	2018+2019
Principal:	$105,700.93
Total:	$105,700.93

Total Property claim $105,700.93

Sworn before me at the City of Hamilton in the Province of Ontario, on the 25th day of February 2020.

..... Commissioner of Oaths

..... Signature of Claimant

Gordon Arthur Tebbutt,
a Commissioner, etc., Province of Ontario, for the Government of Canada, Canada Revenue Agency
Expires April 24, 2021

8

Employment and Social Development Canada | Emploi et Développement social Canada

Beaumen

RM 606, 875 CHEMIN HERON ROAD
6IEME ÉTAGE, SALLE 606, 6TH FL
OTTAWA ON K1A 1A2

038224

MNP LTD.
1600 CARLING AVENUE
SUITE 800
OTTAWA,ON K1Z 1G3

Please retain this portion
Veuillez s.v.p. conserver cette partie

Employment and Social Development Canada | Emploi et Développement social Canada

Financial Services / Services financiers
Recovery Officer / Agent de recouvrement: 06474
( ) -
(888)441-6982

PAYMENT OFFICE / BUREAU DE PAIEMENT
Trustee Cheque Processing ESDC
PO Box 3344, Stn Bureau-Chef
Matane QC G4W 0K6

STATEMENT OF ACCOUNT(S) / RELEVÉ DE COMPTE(S)

Name / Nom	Client ID / Id. du client	Statement Date / Date du relevé	Due Date / Date d'échéance	Minimum Payment / Paiement minimum
MNP LTD.	33-2534740Y	DEC 05 2020	DEC 26 2020	2,811.00

Summary of Accounts / Sommaire des comptes:

Previous Balance / Solde précédent	Establishments / Établissements	Payments / Paiements	Adjustments / Ajustements	Interest / Intérêt	New Balance / Nouveau solde
WAGE EARNER PROTECTION PROGRAM SPRI					
24,391.85	0.00	0.00	0.00	0.00	24,391.85
WAGE EARNER PROTECTION PROGRAM UNSC					
69,295.54	0.00	0.00	0.00	0.00	69,295.54

Previous Balance / Solde précédent	Establishments / Établissements	Payments / Paiements	Adjustments / Ajustements	Interest / Intérêt	Total Balance / Solde Total
93,687.39	0.00	0.00	0.00	0.00	93,687.39

PLEASE SEE REVERSE FOR FURTHER DETAILS / S.V.P. VOIR AU VERSO POUR DE PLUS AMPLES RENSEIGNEMENTS

9

bdc

December 7, 2020

To: Mr. John Haralovich

BEAUMEN WASTE MANAGEMENT SYSTEMS LIMITED
610 Lisgar Avenue,
RENFREW, ON K7V 3N8

Dear Mr. Haralovich:

Subject: Confirmation of Prepayment Amounts –Loan number 352059-03
***BEAUMEN WASTE MANAGEMENT SYSTEMS LIMITED* (the "debtor")**

As requested, Business Development Bank of Canada ("BDC") has calculated the prepayment figures for the above mentioned loan, as at **December 7, 2020**, to be[1]:

	Loan 03
Principal	$58,592.33
Interest up to and including December 6, 2020	$681.65
Interest on Protective Disbursements	$0.06
Total	**$ 59,274.04**
Current Per Diem (subject to change)	$8.14
Current Interest rate – floating base + 0.50%	5.05%

Since this loan is on a floating interest rate, please contact this office one day prior to the date of payout and request the exact amount of accrued interest required to retire the loan. The amounts will be confirmed to you by email. Funds and Per Diem Interest calculated up to and including the date prior to the payout must be received by BDC no later than 12:00 p.m. on the payout date. If the Funds and Per Diem Interest are not received by 12:00 p.m. of the fifth business day from the date of the letter, this payout letter is no longer valid and may not be relied upon. If you are not able to deliver the payout prior to 12:00 p.m.. of the fifth business day, please contact this office one day prior to the new date of payout to reconfirm the exact amount of accrued interest, Prepayment Indemnity and Interest Differential and the new Per Diem Interest required to retire the loan.

Any subsequently produced prepayment figures will render the contents herein null and void.

Provided the payment is honoured including the Per Diem Interest, BDC hereby undertakes to execute and return discharges of all security taken with respect to the above loan, upon request. Please forward any draft discharges, where applicable, to this office for execution.

The executed discharges will be delivered to you in due course.

Any release and/or discharge granted by BDC is made on the basis that all source deductions, GST/HST/QST obligations and all other amounts, claims and demands owed by any party to the

[1] The above calculations are based on the assumption that all regularly scheduled payments due prior to the payout date are paid in full. It is your responsibility to ensure that this is the case.

loan to the Canada Revenue Agency, Revenu Quebec or any other governmental agency that could give rise to a deemed trust claim by such agency in priority to any claim or security held by BDC in relation to the loan (collectively, "Deemed Trust Claims") have been paid in full. To the extent that BDC suffers a loss or is required to pay any amounts to any governmental agency in respect of any Deemed Trust Claims as a result of the failure of any loan party to meet its obligations to such governmental agency, then BDC shall be entitled to claim the full amount of any loss or payment required to be made by it in respect of any Deemed Trust Claim from the loan parties, or any of them, and the discharges shall not operate as a release of the loan parties to such extent.

Yours truly,

Marlène Rodrigue

Marlène Rodrigue
Senior Account Manager, Special Accounts
T (613) 592-4118
E Marlene.RODRIGUE@bdc.ca

Heather Squires

Heather Squires
Analyst, Special Accounts

10

TIERNEY STAUFFER LLP
LAWYERS

Stephen Tierney
Partner
613-288-3222
stierney@tslawyers.ca

August 1, 2019

BY HAND

MNP LLP
800-1600 Carling Avenue
Ottawa, Ontario
K1Z 1G3

RECEIVED & Entered
AUG 0 2 2019

Attention: John Haralovich

Dear Mr. Haralovich

Re: Beaumen Waste Management Systems Ltd.

We are the solicitors for Daniel and Vivian Menard, who are creditors of Beaumen Waste Management Systems Ltd. We attach hereto our proof of claim. We note that we have requested our client to complete a reconciliation as payments have been erratic. The final principal and balance is subject to their reconciliation. My client is claiming as a secured creditor for debts arising from a share purchase transaction in 2013. I enclose the following documentation

- Promissory Note from Andrew Shouldice to Vivian and Daniel Menard
- Guarantee from Beaumen Waste Management Systems Ltd.
- General Security Agreement from Beaumen Waste Management Systems Ltd.
- Registered Charge from Beaumen Waste Management Systems Ltd.
- Amending Share Purchase Agreement

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours truly,
TIERNEY STAUFFER LLP

Stephen Tierney
ST/kr
Encl.
51407

District of: Ontario
Division No. 12 - Ottawa
Court No. 33-2534740
Estate No. 33-2534740

FORM 31 / 36
Proof of Claim / Proxy
In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.

All notices or correspondence regarding this claim must be forwarded to the following address: Tierney Stauffer LLP attention Stephen Tierney, suite 510, 1600 Carling Ave, Ottawa Ontario K1Z 0A1

In the matter of the bankruptcy of Beaumen Waste Management Systems Ltd. of the City of Renfrew in the Province of Ontario and the claim

of Vivian and Dan Menard, on joint account as creditor, of the Town of Renfrew, a creditor in the above matter, hereby appoint Stephen Tierney of the City of Ottawa, to be my proxyholder in the above matter, except as to the receipt of dividends with power to appoint another proxyholder in his or her place.

We are the Creditor and do hereby certify:

1. that we are a creditor of the above named debtor.

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of bankruptcy, namely the 16th day of July 2019, and still is, indebted to the creditor in the principal sum of $407,602.47 plus interest, as specified in the statement of account attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)

4. (Check and complete appropriate category.)

A. UNSECURED CLAIM OF $

(other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and
(Check appropriate description.)

Regarding the amount of $, I claim a right to a priority under section 136 of the Act.

Regarding the amount of $, I do not claim a right to a priority. *(Set out on an attached sheet details to support priority claim.)*

B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE $

That I hereby make a claim under subsection 65.2(4) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

C. SECURED CLAIM OF $$407,602.47 (plus interest)

That in respect of this debt, I hold assets of the debtor valued at $nil as security, particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

D. CLAIM BY FARMER, FISHERMAN OR AQUACULTURIST OF $

That I hereby make a claim under subsection 81.2(1) of the Act for the unpaid amount of $
(Attach a copy of sales agreement and delivery receipts.)

E. CLAIM BY WAGE EARNER OF $

That I hereby make a claim under subsection 81.3(8) of the Act in the amount of $

That I hereby make a claim under subsection 81.4(8) of the Act in the amount of $

F. CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN OF $

That I hereby make a claim under subsection 81.5 of the Act in the amount of $

That I hereby make a claim under subsection 81.6 of the Act in the amount of $

G. CLAIM AGAINST DIRECTOR $

FORM 31.6 — Concluded

(To be completed when a proposal provides for the compromise of claims against directors.)
That I hereby make a claim under subsection 50(13) of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

H. CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM $

That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based.)

5. That, to the best of our knowledge, we are not related to the debtor within the meaning of section 4 of the Act, and we have not dealt with the debtor in a non-arm's-length manner.

6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2 of the Act: (Provide details of payments, credits and transfers at undervalue.)

April 18-$5,644.24

May 3-$3,324.12

May 17-$3,299.28

May 31-$3,286.84

June 27-$3,262.00

7. *(Applicable only in the case of the bankruptcy of an individual.)*

Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Dated at Renfrew, this 15T day of _____

Witness

Witness

Vivian Menard

Daniel Menard

MNP LTD. - Licensed Insolvency Trustee

1600 Carling Avenue, Suite 800
Ottawa ON K1Z 1G3
Phone: (613) 691-4270 Fax: (613) 726-9009

NOTE If an affidavit is attached, it must have been made before a person qualified to take affidavits.

WARNINGS: A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in a proof of security, by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

DJM

Schedule "A"

Principal Balance Owing	as of	June 27, 2019,	$407,602.00
Interest at 7%	to July 31, 2019		$2,971.62

E&O excepted.

PROMISSORY NOTE

PRINCIPAL: $650,000.00
Lawful money of Canada

MADE AND DELIVERED
at Ottawa on the 19th
day of ~~March~~ April, 2013.

FOR VALUE RECEIVED, the undersigned, **ANDREW SHOULDICE** (hereinafter referred to as the "**Payor**") promises to pay to **DANIEL MENARD AND VIVIAN MENARD** (hereinafter referred to collectively as the "**Payee**"), at the City of Ottawa, the principal sum of **SIX HUNDRED AND FIFTY THOUSAND DOLLARS ($650,000.00)** upon the following terms and conditions:

1. Payment Terms

(a) Principal Amount: $650,000.00

(b) Term: Five (5) years from the date hereof

(c) Interest: Interest will accrue on the Principal Amount at a rate of 5.75% per annum

(d) Payment Dates and Amounts: The Payor shall pay to the Payee interest-only payments, due on the 31st day of December of each year of the term of this Promissory Note, commencing December 31, 2013, with the full amount of principal, and all interest accrued, due and owing on the last day of the term of the Promissory Note.

(e) Prepayment: Fully open, without penalty.

2. Security

The obligations of the Payor hereunder shall be secured as follows:

(a) Beaumen Waste Management Systems Ltd. (the "**Guarantor**") shall execute a General Security Agreement in favour of the Payee;
(b) The Payor shall execute a General Security Agreement in favour of the Payee; and
(c) The Guarantor shall execute a Guarantee of the obligations of the Payor hereunder.

3. Waiver of Notice; Default

The Payor hereby waives demand, protest and notice of maturity, non-payment or protest, and any other requirements necessary to hold it liable as maker and endorser of the Promissory Note. The Payor further agrees to pay all costs of collection, including legal fees on a solicitor and client basis, in case the principal

of the Promissory Note or any payment on the principal or interest thereon is not made at the date and time provided for herein.

4. Rights and Remedies in Event of Default

(a) The rights and remedies of the Payee under this Promissory Note which the Payee may have at law or in equity against the Payor, or any other persons or legal entities, shall be distinct, separate and cumulative, and shall not be deemed inconsistent with one another, and none of the said rights whether or not exercised by the Payee, shall be deemed to be the exclusion of any other, and any one or more of the said rights and remedies may be exercised at the same time.

(b) The obligations contained in this Promissory Note shall continue until the entire debt evidenced hereby is paid, notwithstanding any court action or actions taken by the Payee which may be brought to recover any amounts due and payable under this Note.

(c) No delay or failure by the Payee in the enforcement of any covenant, promise or agreement of the Payor hereunder, or under the security, or to exercise any right of the Payee therein or herein contained, shall constitute or be deemed to constitute a waiver of such right. Any waivers of the Payee shall only occur and be valid when set forth in writing and signed by the Payee. No waiver of any event of default shall discharge or release any person at any time liable for the payment of this Promissory Note from such liability. No single or partial exercise of any of the Payee's powers hereunder or under the security shall preclude other and further exercise thereof, or any of them, or the exercise of any other power.

(d) The Payee may extend the maturity of this Promissory Note from time to time without in any way affecting the liability of the Payor under the security.

5. General Provisions

(a) This Promissory Note is assignable by the Payee only.

(b) This Promissory Note shall be governed by the laws of the Province of Ontario, which laws shall be applicable to the interpretation, construction and enforcement thereof.

(c) This Promissory Note may not be changed, modified, discharged or cancelled orally or in any manner other than by agreement in writing signed by the parties hereto or their respective heirs, administrators, successors and assigns, and the provisions hereof shall bind and ensure to the benefit of the respective heirs, executors, administrators, successors and assigns of the Payor and Payee.

The Payor and the Guarantor have each executed this Promissory Note on the date first appearing above.

MAbrosimov

Witness Marina Abrosimov

ANDREW SHOULDICE

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Per:
Andrew Shouldice – President
I have authority to bind the company.

GUARANTEE

THIS GUARANTEE made this 19th day of ~~March~~ April, 2013 between

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD. (the "**Guarantor**") to and in favour of **DANIEL MENARD** and **VIVIAN MENARD** (collectively, the "**Creditor**")

IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Guarantor agrees with the Creditor as follows:

1. Guaranteed Obligations

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations (collectively the "**Guaranteed Obligations**") of **ANDREW SHOULDICE** (the "**Debtor**") to the Creditor whenever, however or wherever incurred and any ultimate unpaid balance thereof, including but not limited to those of the Debtor to the Creditor under a Promissory Note, entered into between the Debtor and the Creditor, dated the _____ day of ~~March~~, April 2013, in the principal amount of Six Hundred and Fifty Thousand Dollars ($650,000.00), as well as a second Promissory Note, entered into between the Debtor and the Creditor, dated the _____ day of ~~March~~ April, 2013, in the principal amount of $247,000.00.

2. Costs and expenses

The Guarantor agrees to pay the Creditor, upon demand, all out-of-pocket costs and expenses (including, without limitation, legal fees on a solicitor and client basis) incurred by or on behalf of the Creditor in connection with enforcing any of its rights against the Debtor in respect of the Guaranteed Obligations or against the Guarantor.

3. Right to immediate payment

The Creditor shall not be bound to seek or exhaust its recourse against the Debtor or any other persons or to realize on any securities it may hold in respect of the Guaranteed Obligations before being entitled to payment from the Guarantor under this agreement and the Guarantor renounces all benefits of discussion and division.

4. Payment on demand

The liability of the Guarantor shall be payable immediately upon written demand and such demand shall be conclusively deemed to have been effectually made and given when an envelope containing such demand, addressed to the Guarantor, is delivered to the attention of the Guarantor at the address of the Guarantor set forth in this agreement or at such other address as the Guarantor may from time to time designate to the Creditor in writing. The liability of the Guarantor shall bear interest from the date of such demand and both before and after judgment at the rate of Six Percent (6%).

5. Statement of accounts

Any account settled or stated by or between the Creditor and the Debtor, or if any such account has not been so stated or settled prior to any demand for payment, any account stated by the Creditor shall, in the absence of manifest error, be accepted by the Guarantor as conclusive evidence that the amount of the Guaranteed Obligations so settled or stated is due and payable by the Debtor to the Creditor.

6. Liability absolute

The liability of the Guarantor shall be absolute and unconditional irrespective of:

(a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Creditor to create, represent or evidence any Guaranteed Obligations;

(b) any defence, counterclaim or right of set-off available to the Debtor;

(c) any change in the name, objects, capital, constating documents or by-laws of the Debtor;

(d) any amalgamation, merger or re-organization of the Debtor or, if a partnership, in the firm, including, without limitation, by reason of the death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or

(e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantor, the Debtor or any other persons, firms or corporations in respect of the Guaranteed Obligations or the liability of the Guarantor.

7. Dealings by Creditor

The Creditor may, without giving notice to or obtaining the consent of the Guarantor, grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, whether full, partial, conditional or otherwise, perfect or fail to perfect any securities, release any undertaking, property or assets charged by any securities to third parties and otherwise deal or fail to deal with the Debtor and others (including, without limitation, any other guarantors) and securities, hold any moneys received from the Debtor and others or from any securities unappropriated, apply such moneys against such part of the Guaranteed Obligations and change any such application in whole or in part from time to time, all as the Creditor may see fit, without prejudice to or in any way discharging or diminishing the liability of the Guarantor and no loss of or in respect of any securities received by the Creditor

from the Debtor or any other persons, whether occasioned through the fault of the Creditor or otherwise, shall in any way discharge or diminish the liability of the Guarantor.

8. Liability as principal debtor

All debts, liabilities and obligations purporting to be incurred by the Debtor and owing to the Creditor shall form part of the Guaranteed Obligations despite any incapacity, disability, or lack or limitation of status or power of the Debtor or any of its directors, officers or agents or that the Debtor may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as principal debtor upon demand and with interest, calculated and payable as provided in this agreement.

9. Continuing nature and reinstatement

This agreement is a continuing guarantee and shall apply to and secure payment of all Guaranteed Obligations and any ultimate unpaid balance thereof. This agreement shall be reinstated if at any time any payment of any Guaranteed Obligations is rescinded or must otherwise be returned by the Creditor upon the insolvency, bankruptcy or reorganization of the Debtor or for any other reason whatsoever, all as though such payment had not been made.

10. Liquidation, bankruptcy, etc.

In the event of any liquidation, winding up or bankruptcy of the Debtor (whether voluntary or compulsory) or in the event that the Debtor shall make a bulk sale of any of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Creditor shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Obligations and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Obligations. In the event of any valuation or retention by the Creditor of any securities, such valuation or retention shall not, as between the Creditor and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Obligations.

11. Waiver of subrogation rights

In the event that the Creditor receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Debtor and any other guarantors and all rights to be subrogated to any rights of the Creditor, until the Guaranteed Obligations have been paid in full.

12. No rights of set-off

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Creditor such additional amount as shall be necessary to ensure that the Creditor receives the full amount it would have received if no such deduction or withholding had been made.

13. Entire agreement

There are no representations, conditions, agreements or understandings with respect to this agreement or affecting the liability of the Guarantor other than as set forth or referred to in this agreement.

14. Additional security

This agreement is in addition and without prejudice to any security of any kind (including, without limitation, any guarantees, whether or not in the same form as this agreement) held by the Creditor.

15. Further assurances

The Guarantor shall from time to time upon the request of the Creditor, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Creditor may require to give effect to the transactions contemplated by this agreement.

16. Successors, assigns and governing law

This agreement shall enure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the Guarantor and the Creditor and shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Guarantor irrevocably submits to the jurisdiction of the courts of Ontario in any action or proceeding arising out of or relating to this agreement but nothing shall prevent the Creditor from enforcing this agreement or any related judgment against the Guarantor in any other jurisdiction.

[signature page to follow]

SIGNED AND DELIVERED as of the date first written above.

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Per: _____
Name: Andrew Shouldice
Title: President
I have authority to bind the company.

11

John Haralovich

From: McDonnell, Cian <Cian.McDonnell@scotiabank.com>
Sent: January 5, 2021 9:24 AM
To: John Haralovich
Cc: Tim Hogan; Chopra, Neel
Subject:

Hi John,

My statement of account is below. Let me know if you have any questions. The total is $537,543.02.

Outstandings (loan and VISA) at July 1 2019	$486,363.94
interest to January 5 2021	$38,589.73
Receiver	$6,583.04
Legal fees	$6,006.31
total	$537,543.02

Regards,

Cian McDonnell | Manager, Special Accounts Management

Scotiabank | Global Risk Management
40 King Street West | 26th Floor | Toronto, ON., Canada | M5H 3Y2
T 416-933-1911 | M 647-926-9572 | F 416-933-1357
cian.mcdonnell@scotiabank.com
http://scotiabank.com
Scotiabank is a business name used by The Bank of Nova Scotia

From: John Haralovich <John.Haralovich@mnp.ca>
Sent: January 4, 2021 1:46 PM
To: McDonnell, Cian <Cian.McDonnell@scotiabank.com>
Subject: RE: [External] Re: Paperwork for the Sale of Seller Clients (Stuart & Cathy Lackey) Farm at 779 Old Almonte Road [IWOV-HPMain FID419818]

12

MNP LTD., RECEIVER RE:
BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FINAL STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD SEPTEMBER 26, 2019 TO DECEMBER 31 2020

Receipts:		
Sale of Land	$	800,000
Sale of equipment		400,000
Collection of accounts receivable		32,156
Rental income		10,867
Sale of vehicles		58,400
Interest		247
		1,301,670
Disbursements:		
Filing fee		70
License fee		275
Processing of glass waste		30,087
Insurance		5,283
Auctineer expense		14,510
Legal fees		32,314
HST paid		4,097
Receiver fees and expenses		35,000
Property taxes		15,035
Payment to Business Development Bank of Canada		550,000
Payment to equipment leasing securd creditors		90,706
Payment of mechanic liens		6,622
		783,999
Excess of Receipts over Disbursements	$	**517,671**

Prepared Without Audit

E. & O. E.

13

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2534740
Estate No. 33-2534740

"A"

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.
Form 12
Final Statement of Receipts and Disbursements

Final

RECEIPTS		
1. Asset Realization		
Cash on hand	525.65	
Accounts receivable	124,977.05	125,502.70
2. Miscellaneous		
HST collected	3,250.00	
Interest allocation	1,004.37	
Sale of assets	25,000.00	29,254.37
TOTAL RECEIPTS		**154,757.07**
DISBURSEMENTS		
3. Fees Paid		
To registrar	150.00	
To official receiver	150.00	300.00
4. Notice of first meeting		
Local paper	180.85	
Photocopies	1,127.00	1,307.85
5. Premium		
Insurance	2,721.51	2,721.51
6. Other notices and reports		
Postage	945.00	945.00
7. Trustee's remuneration		
Trustee's fees	36,472.29	
HST charged on Trustee remuneration	4,741.40	41,213.69
8. Federal and Provincial taxes		
HST paid on disbursements exclusive of fees	135.46	135.46
9. Counseling fees		
Outside consulting	540.00	540.00
10. Deemed Trust Claim (crown- Federal)	105,700.93	105,700.93
11. Miscellaneous		
Photocopies	455.50	
Change of locks	1,042.00	
Utilities	203.03	
Ascend License Fee	170.00	
HST on Ascend License Fee	22.10	1,892.63
TOTAL DISBURSEMENTS		**154,757.07**
Note: How much of the total disbursements was paid for services provided by persons related to the trustee?	0.00	
Amount available for distribution		**0.00**
12. Levy payable under section 147 of the Act		0.00
13. Secured creditors		
Proved claims of	1,608,051.46	

District of	Ontario
Division No.	12 - Ottawa
Court No.	33-2534740
Estate No.	33-2534740

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.
Form 12 --- Concluded
Final Statement of Receipts and Disbursements

Final

14. Unsecured creditors

Proved claims of 1,988,724.21

Notes:
The inventory consisting of raw materials, parts and supplies were encumbered in favour of a secured creditor and sold by the Court Appointed Receiver.
The estate realized $25,000.00 for the sale of the waste bins which were sold as part of the LIT taking conservatory measures to avoid the assets being stolen and the costs to recover and dispose of the waste material would be in excess of the potential realization.
The balance of the processing and sorting equipment was encumbered in favour of a secured creditor and sold by the Court Appointed Receiver.
The telecommunication equipment was encumbered in favour of a secured creditor and sold by the Court Appointed Receiver.
The majority of the vehicles were unencumbered and sold by the Court Appointed Receiver at public auction.
All other remaining equipment and loaders were encumbered in favour of a secured and sold by the Court Appointed Receiver.
The estate realized $124,977.05 in collection of accounts receivable. The balance of the accounts receivable were collected by the Court Appointed Receiver.
The estate realized $525.65 in petty cash.
The estate settled the Canada Revenue Agency Deemed Trust claim in full in the amount of $105,700.93.

Dated at the City of Ottawa in the Province of Ontario, this 25th day of August 2020.

MNP Ltd. - Licensed Insolvency Trustee

1600 Carling Avenue, Suite 800
Ottawa ON K1Z 1G3
Phone: (613) 691-4270 Fax: (613) 726-9009

Taxed at the sum of $ 154,757.07 this 14 day of September 2020

[redacted]

THE HONOURABLE JUSTICE
STANLEY J. KERSHMAN

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2534740
Estate No. 33-2534740

DIVIDEND SHEET

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.

Date declared: March 9, 2020

		Total			Interim	Current		
	Claim $	Dividend $	Levy $	Payment $	Payment $	Dividend $	Levy $	Payment $
Deemed Trust Claim								
CRA - Tax - Ontario 12395 2673 RP0001	105,700.93	105,700.93	0.00	105,700.93	0.00	105,700.93	0.00	105,700.93
Total:	105,700.93	105,700.93	0.00	105,700.93	0.00	105,700.93	0.00	105,700.93
Unsecured								
2M RESSOURCES	13,174.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7300622 Canada Inc.	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8172927 Canada Inc.	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Andrea Bird	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Business Development Bank of Canada - Ottawa West	291,045.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cash Flow Recoveries Inc.	17,868.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CINTAS CANADA LTD.	69,925.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Citi Cards Canada Inc. 782 407 110 030 7076	123.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CORP OF THE TOWN OF RENFREW	32,614.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CRA - GST/HST - Shawinigan-Sud 123952673 RT0001	143,062.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CRA - Tax - Ontario 12395 2673 RP0001	83,150.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00
De Lage Landen Financial Services Canada Inc. 001-0225591-000	14,348.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
DENNIS FORTIER TRANSPORT INC.	6,229.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ENBRIDGE GAS DISTRIBUTION	776.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FIRST Insurance Funding of Canada	1,737.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
GIFFORD ASSOCIATES INSURANCE	1,737.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Harrison Pensa LLP Scotia OD and Visa	505,043.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00
John Flood	52,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
John Taker	112,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ontario Ministry of Finance 123952673	57,128.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paul Shuster	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Percision Waste Systems	18,470.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R & M TRUCK & TRAILER REPAIRS	10,407.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RCAP Leasing Inc. 408083-276728	4,527.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RCAP Leasing Inc. 408083-289367	1,716.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RCAP Leasing Inc. 408083-333292	15,692.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2534740
Estate No. 33-2534740

DIVIDEND SHEET

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.

Date declared: March 9, 2020

		Total			Interim	Current		
	Claim $	Dividend $	Levy $	Payment $	Payment $	Dividend $	Levy $	Payment $
RENFREW HYDRO INC.	10,482.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sandra Timlin	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOROMONT MATERIAL HANDLING	1,103.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
W.O. STINSON & SON LTD.	61,560.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WORKER'S COMPENSATION BOARD	32,297.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	1,988,724.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Secured								
1561660 Ontario LTD	11,967.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Blue Chip Leasing Corporation	10,706.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Blue Chip Leasing Corporation	10,003.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bluechip Leasing Corporation (formerly Northstar Leasing Corporation) CA52415	11,792.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Business Development Bank of Canada - Ottawa West	797,544.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2705149	7,743.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2707769	10,445.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2711487	22,065.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2713382	4,754.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2717238	45,179.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2732421	13,955.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2751810	15,236.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2778991	69,140.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00

District of Ontario
Division No. 12 - Ottawa
Court No. 33-2534740
Estate No. 33-2534740

DIVIDEND SHEET

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.

Date declared: March 9, 2020

		Total			Interim	Current		
	Claim $	Dividend $	Levy $	Payment $	Payment $	Dividend $	Levy $	Payment $
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2819741	10,061.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CWB National Leasing Inc./ (formerly National Leasing Group Inc) 2842776	90,443.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RCAP Leasing Inc. 408083-276728	29,808.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vivian Menard	407,602.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wells Fargo Equipment Finance Company	23,224.96	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wells Fargo Equipment Finance Company	1,677.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Wells Fargo Equipment Financing Canada (formerly GE Canada Equipment Financing G.P.)	14,698.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	1,608,051.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Totals:	3,702,476.60	105,700.93	0.00	105,700.93	0.00	105,700.93	0.00	105,700.93

Court No. 33-2534740

Estate No. 33-2534740

In the matter of the bankruptcy of
Beaumen Waste Management Systems Ltd.

Form 12 (Bill C-12)
Statement of receipts and disbursements (OA)

MNP Ltd. - Licensed Insolvency Trustee
1600 Carling Avenue, Suite 800
Ottawa ON K1Z 1G3
Phone: (613) 691-4270 Fax: (613) 726-9009

14

MNP LTD.
BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

CONSOLIDATED STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD JULY 16, 2019 TO DECEMBER 31 2020

		Total	Land	Equipment	Accounts Receivable
Receipts:					
Sale of Land	$	800,000	800,000		
Sale of equipment		425,000		425,000	
Collection of accounts receivable		157,133			157,133
Rental income		10,867	10,867		
Sale of vehicles		58,400		58,400	
Cash on Hand		526			526
Interest		1,251	165	82	1,004
		1,453,177	811,032	483,482	158,663
Disbursements:					
Filing fee - Receivership		70	47	23	
Filing fee - Bankruptcy, taxed		300			300
License fee		275	184	91	
Bankruptcy disbursements, taxed		4,821			4,821
Bankruptcy Trustee fees inclusive of HST, taxed		41,214		11,300	29,914
Processing of glass waste		30,087	30,087		
Insurance		8,005	8,005		
Auctineer expense		14,510		14,510	
Legal fees		39,094	25,500	13,594	
HST paid		847	567	280	
Receiver fees and expenses		61,100	41,300	19,800	
Property taxes		15,035	15,035		
Canada Revenue Agency Deemed Trust Caim		105,701		79,593	26,108
Employment and Social Development Canada - WEPP		24,392			24,392
Payment to equipment leasing securd creditors		90,706		90,706	
Payment of mechanic liens		6,622		6,622	
		442,779	120,725	236,519	85,535
Excess of Receipts over Disbursements		**1,010,398**	**690,307**	**246,963**	**73,128**
Allocated to Secured Creditors:					
Business Development Bank		609,274	609,274		
Bank of Nova Scotia		73,128			73,128
Dan and Vivian Menard		327,996	81,033	246,963	
		1,010,398	690,307	246,963	73,128
	$	-	-	-	-

Prepared Without Audit

E. & O. E.

15

Court File No.: CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP
OF BEAUMENT WASTE MANAGEMENT SYSTEMS LTD.
of the town of Renfrew, Province of Ontario

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

AFFIDAVIT OF JOHN HARALOVICH
(sworn on February 23, 2021)

I, John Haralovich, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President of MNP LTD. ("**MNP**"), the Licensed Insolvency Trustee ("**LIT**" or "**Receiver**") of Beaumen Waste Management Systems Ltd. (the "**Company**"). As such, I have knowledge of the matters to which I hereinafter depose except where such knowledge is stated to be based on information and belief, in which case I confirm the source of my information and belief verily believe such information to be true.

2. MNP was appointed as Receiver of the property of the Company by way of Court Order dated September 26, 2019.

3. Attached hereto as **Exhibit "A"** are the detailed ledgers of the Receiver for the period ending February 23rd 2021 in the amount of $53,097.35 plus HST of $6,902.65, totalling $60,000.00.

4. The following table further summarizes the LIT involved and other staff used by MNP as noted in Exhibit "A" by work completed by each MNP professional, group classification with MNP, the hours worked by each professional, along with the amounts and the effective hourly rates charged for each professional:

Professional	Position	Hours Invoiced	Amount Invoiced (excluding HST)	Effective Hourly Rate
John Haralovich	LIT, Partner	120.0	$50,400.00	$420.00
Insolvency Staff	Estate Technicans	25.0	$ 2,697.35	$107.89
Total		**145.0**	**$53,097.35**	**$366.19**

5. The work completed in this matter which is described in Exhibit "A" and the First Report and Final Report of the Receiver includes the following:

- Attending the location;
- Taking possession and meet with representatives for the Company;
- Obtain property insurance;
- Forward the prescribed notice to all known creditors;
- Prepare information teaser and forward to interested parties who currently operate in the industry;
- Arrange for the appraisal of equipment;
- Arrange for removal and liquidation of movable vehicles and equipment;
- Arrange for the removal of waste glass material in advance of Ministry of Enviornment site inspection;
- Neogtiations with the purchasing party to arrive at the agreed sales amount;
- Arrange for rental agreement to the purposing party until the sales transaction closed;
- Work on WEPP claims and communication with former staff;
- Arrange for the disposal of the inventory;
- Work towards closing of the sales transaction; and
- Corresponding with representatives for Canada Revenue Agency regarding HST.

6. As a result of the above efforts, MNP was able to achieve a gross realization of $1,301,670.00 as noted in **Appendix 12** of the Final Report of the Receiver. The net realization in this matter, resulted is significant return to the secured creditors, namely the Business Development Bank of Canada and Paul and Vivian Menard.

7. The above rates charged by MNP throughout the course of these proceedings are standard and comparable to the rates charged by other LIT firms in the Ottawa market for the provision of similar services.

8. This affidavit is sworn in support of a motion to, inter alia, approve the attached account of MNP and the fees and disbursement detailed therein, and for no improper purpose.

SWORN BEFORE me at the City of Ottawa in the Province of Ontario this 23rd day of February, 2021	)	
A Commissioner for Taking Affidavits, etc.	)	**JOHN HARALOVICH**

Sandra Elizabeth Dilio
A Comissioner, etc.,
Province of Ontario, For MNP Ltd.
Expires July 29, 2022

This is Exhibit "A" referred to in the Affidavit of John Haralovich sworn February 23rd 2021

Commissioner for Taking Affidavits (or as may be)

Sandra Elizabeth Dilio
A Comissioner, etc.,
Province of Ontario, For MNP Ltd.
Expires July 29, 2022

In the matter of the Receivership of Beaumen Waste Management Systems LTD.
Summary or Receivers fees and disbursements

Date	Description	Units	Amount	Notes
01-Oct-2019	John Haralovich	2.30	966.00	HST filing, call with Andrew, call with Andre, send bill note re MOE
02-Oct-2019	John Haralovich	1.40	588.00	call with Andrew, review APA
03-Oct-2019	John Haralovich	2.10	882.00	work on AR, review city proof of claim
15-Oct-2019	John Haralovich	2.10	882.00	call with purchaser of the assets, calls with rideau auctions regarding sale of trucks, send emails to lawyers do discharge their claim
16-Oct-2019	John Haralovich	2.10	882.00	call with purchaser, call with lien claim holder on 9 pieces of equipment, call with auctioneer
17-Oct-2019	John Haralovich	.90	378.00	call with Bill regarding APA, send note to legal
17-Oct-2019	John Haralovich	.60	252.00	call with Rideau auctions re asset sale, code BNS deposit for AR collections
18-Oct-2019	John Haralovich	.80	336.00	call with Rideau Auctions, call with Andre Ducasse, review email from secured creditor
21-Oct-2019	John Haralovich	.80	336.00	review of offer to purchase
21-Oct-2019	John Haralovich	1.90	798.00	call with Andrew to discuss options to remove glass from site, review results of the auction held on Saturday
22-Oct-2019	John Haralovich	.40	168.00	call with National Leasing and Rideau to review PPSA registrations
22-Oct-2019	John Haralovich	.50	210.00	call with Andre Ducasse to review concerns over APA
22-Oct-2019	John Haralovich	1.30	546.00	call with purchaser to review changes to APA
07-Nov-2019	John Haralovich	1.30	546.00	review of draft APA and call with Andre
08-Nov-2019	John Haralovich	1.40	588.00	work on APA, arrange for glass removal
11-Nov-2019	John Haralovich	1.80	756.00	start on report to the court
11-Nov-2019	John Haralovich	1.40	588.00	work on sale of the assets
12-Nov-2019	John Haralovich	9.20	3,864.00	work on the report to the court
13-Nov-2019	John Haralovich	3.80	1,596.00	complete report to the court
14-Nov-2019	John Haralovich	3.50	1,470.00	complete first draft of the report
15-Nov-2019	John Haralovich	1.20	504.00	various calls with Andrew, email regarding glass removal, review letter regarding insurance claim
19-Nov-2019	John Haralovich	2.50	1,050.00	work on finalization of the report, call with Andrew regarding glass removal
22-Nov-2019	John Haralovich	1.30	546.00	ppsa search results review, call with Andre, emails to Percy regarding ppsa
26-Nov-2019	John Haralovich	2.80	1,176.00	attend court, calls with Andrew regarding glass removal
27-Nov-2019	John Haralovich	2.40	1,008.00	call with BNS lawyers, review occupancy agreement
28-Nov-2019	John Haralovich	1.60	672.00	complete occupancy agreement, call with Bill, send cheque for 3 more loads
04-Dec-2019	John Haralovich	2.20	924.00	review issue with 3 t-4's with CRA, call with Andrew to discuss problem, follow up on glass removal
06-Dec-2019	John Haralovich	3.30	1,386.00	call with Andrew regarding glass removal, call with Bill to review occupancy agreement, locate MOE approvals and send to Bill regarding transfer of license to purchaser
10-Dec-2019	John Haralovich	.80	336.00	call with Andrew re moe
11-Dec-2019	John Haralovich	1.20	504.00	calls with Andrew re moe and call with Bill regarding MOE
12-Dec-2019	John Haralovich	2.40	1,008.00	site visit, make calls regarding purchaser crew on site without authorization
13-Dec-2019	John Haralovich	.60	252.00	call regarding insurance
30-Dec-2019	John Haralovich	1.30	546.00	review material from the glass removal and contact the third party to arrange for 2 more loads to be removed
06-Jan-2020	John Haralovich	.90	378.00	call with purchaser to review items requested by the MOE
06-Jan-2020	John Haralovich	.80	336.00	call with Stephen Tierney
13-Jan-2020	John Haralovich	.80	336.00	review email from purchaser, call with purchaser regarding their request to operate the plant
14-Jan-2020	John Haralovich	.60	252.00	review email from Andrew and have a call with him
20-Feb-2020	John Haralovich	1.40	588.00	t-4's, call with Andrew
24-Feb-2020	John Haralovich	1.80	756.00	review MOE approval letter, call with Andre
03-Mar-2020	John Haralovich	3.20	1,344.00	work on closing documents, review list of assets buyer states no longer on site, send response once call with Rideau auctions
04-Mar-2020	John Haralovich	2.20	924.00	work on closing, call with bill regarding the processing
09-Mar-2020	John Haralovich	1.40	588.00	work on closing of the transaction and reporting
09-Mar-2020	John Haralovich	1.20	504.00	complete AR review and w/o balance as uncollectable, file HST returns

In the matter of the Receivership of Beaumen Waste Management Systems LTD.
Summary or Receivers fees and disbursements

Date	Description	Units	Amount	Notes
30-Apr-2020	John Haralovich	1.40	588.00	look into utility service not transferred, call the purchaser to work on paying outstanding costs, rent
07-May-2020	John Haralovich	.80	336.00	review charges for rent not paid
08-May-2020	John Haralovich	.50	210.00	send email to lawyer, call controller to collect on rent
13-May-2020	John Haralovich	1.00	420.00	prepare statement for BDC
14-May-2020	John Haralovich	.70	294.00	work on transfer of hydro
22-May-2020	John Haralovich	1.10	462.00	review writ issue, call with cash flow recoveries, send email to Andre
01-Jun-2020	John Haralovich	.80	336.00	call with cash flow recoveries regarding removal of writ
08-Jun-2020	John Haralovich	.60	252.00	call with purchaser to review utilities repayment and status of processing inventory
09-Jun-2020	John Haralovich	.60	252.00	work on utility refund
10-Jun-2020	John Haralovich	.20	84.00	review email and send accounting message to locate docs
11-Jun-2020	John Haralovich	.50	210.00	call with Marlene regarding file and BDC payment
11-Jun-2020	John Haralovich	.70	294.00	file HST returns ending March 2020
24-Jun-2020	John Haralovich	.50	210.00	call with bill regarding payment of rent and utilities
03-Jul-2020	John Haralovich	.50	210.00	call with BDC to update file status
10-Jul-2020	John Haralovich	1.00	420.00	call regarding sale of bins and update on Andrew issue
13-Jul-2020	John Haralovich	1.00	420.00	send email regarding bins
14-Jul-2020	John Haralovich	.50	210.00	call with purchaser regarding inventory conversion, email BDC
27-Jul-2020	John Haralovich	.50	210.00	review communication regarding processing of inventory
04-Aug-2020	John Haralovich	.50	210.00	follow up on inventory processing
12-Aug-2020	John Haralovich	.50	210.00	follow up on processing of inventory and hydro payment
14-Aug-2020	John Haralovich	.50	210.00	send email to lawyers and purchaser regarding the lack of support for processing of inventory
21-Aug-2020	John Haralovich	1.00	420.00	review processing of inventory
25-Aug-2020	John Haralovich	.50	210.00	call with Andre Ducasse regarding processing of inventory issue
03-Sep-2020	John Haralovich	1.00	420.00	call with Bill from purchaser, emails with Andre from soloway
17-Sep-2020	John Haralovich	.50	210.00	file hst return
17-Sep-2020	John Haralovich	1.20	504.00	review email from purchaser, review emails, call with Andre Ducasse
24-Sep-2020	John Haralovich	.80	336.00	call with Andre Ducasse regarding email response to inventory processing
09-Oct-2020	John Haralovich	1.50	630.00	review message from purchaser lawyers
15-Oct-2020	John Haralovich	1.00	420.00	provide response to Andre regarding response from lawyer
05-Nov-2020	John Haralovich	.50	210.00	call with Andre regarding waste
18-Dec-2020	John Haralovich	1.20	504.00	work on second and final report
23-Dec-2020	John Haralovich	.80	336.00	work on court report
31-Dec-2020	John Haralovich	.90	378.00	work on final report to the court
04-Jan-2021	John Haralovich	2.60	1,092.00	work on court report
07-Jan-2021	John Haralovich	5.10	2,142.00	work on report to the court
08-Jan-2021	John Haralovich	3.80	1,596.00	complete first draft of second report
29-Jan-2021	John Haralovich	1.80	756.00	complete version 2 of court report
05-Feb-2021	John Haralovich	1.50	630.00	work on distribution email
08-Feb-2021	John Haralovich	1.00	420.00	call with Tim Hogan, Call with Stephen Tierney, call with Andre Ducasse
11-Feb-2021	John Haralovich	.70	294.00	send version 2 of report to Soloway
16-Feb-2021	John Haralovich	.70	294.00	call with Andre regarding court report
Total LIT, Partner		**120.00**	**50,400.00**	

Estate Technicans

03-Oct-2019	Jesse Baker	.20	32.20	Checking with Sandra RE CRA Status
03-Oct-2019	Sandra Dilio	.30	31.50	PoCs
04-Oct-2019	James De Salis	.20	21.00	Enbridge payment
07-Oct-2019	James De Salis	.40	42.00	Banking issues
07-Oct-2019	James De Salis	.40	42.00	Preparing wire-transfer between VB accounts
07-Oct-2019	Sandra Dilio	.40	42.00	CRA call
07-Oct-2019	Sandra Dilio	.30	31.50	Employee claim
08-Oct-2019	James De Salis	.10	10.50	WEPPA
09-Oct-2019	James De Salis	.90	94.50	Dealing with banking issues, preparing cheques for receipt
10-Oct-2019	James De Salis	.30	31.50	Transferring funds to correct account
10-Oct-2019	James De Salis	.60	63.00	Depositing backlog of cheques

In the matter of the Receivership of Beaumen Waste Management Systems LTD.
Summary or Receivers fees and disbursements

Date	Description	Units	Amount	Notes
10-Oct-2019	James De Salis	.40	42.00	Banking issues
10-Oct-2019	James De Salis	.60	63.00	Collecting/collating vehicle ownerships
11-Oct-2019	James De Salis	.40	42.00	Receiving money drafts
15-Oct-2019	Gisele Mubika	.30	37.20	New POC
15-Oct-2019	James De Salis	.30	31.50	Wire transfers
15-Oct-2019	Jesse Baker	.50	80.50	Getting Web Access Code and Filing
15-Oct-2019	Jesse Baker	.40	64.40	Work to get Web Access Code
16-Oct-2019	James De Salis	.30	31.50	WEPPA claims
18-Oct-2019	James De Salis	.30	31.50	Transferring funds from Ordinary
18-Oct-2019	James De Salis	.20	21.00	Cheques
22-Oct-2019	James De Salis	.20	21.00	Cheques
24-Oct-2019	James De Salis	.10	10.50	WEPPA
25-Oct-2019	James De Salis	.10	10.50	Updating employee address
25-Oct-2019	James De Salis	.40	42.00	Speaking to former employee (Barry Vance) about WEPPA claim
28-Oct-2019	James De Salis	.20	21.00	Paying the gas bill
08-Nov-2019	James De Salis	.30	31.50	Glass disposal fee
12-Nov-2019	James De Salis	.40	42.00	Dealing with banking issues
14-Nov-2019	James De Salis	.20	21.00	Going over some GL issues
19-Nov-2019	James De Salis	1.90	199.50	On the phone with the CRA, trying to open RT0002 account
20-Nov-2019	James De Salis	.20	21.00	WEPPA
21-Nov-2019	James De Salis	.30	31.50	Invoice for glass recycling
26-Nov-2019	James De Salis	.20	21.00	Paying gas bill
26-Nov-2019	James De Salis	.10	10.50	Cheque from TD
28-Nov-2019	James De Salis	.20	21.00	Invoice
28-Nov-2019	James De Salis	.40	42.00	Moving money between accounts
28-Nov-2019	James De Salis	.10	10.50	Re-issuing cheque
28-Nov-2019	James De Salis	.10	10.50	Received cheque
03-Dec-2019	James De Salis	.80	84.00	Calling some former employees, requesting updated contact information, re-sending documents
05-Dec-2019	James De Salis	.30	31.50	Glass cheque
05-Dec-2019	James De Salis	.60	63.00	Discussing WEPPA process with former employee
05-Dec-2019	James De Salis	.30	31.50	Phone-tag with a former employee
09-Dec-2019	James De Salis	.30	31.50	Moving money to correct accounts
10-Dec-2019	James De Salis	.30	31.50	WEPPA
11-Dec-2019	James De Salis	.30	31.50	Invoice
12-Dec-2019	James De Salis	.10	10.50	Cheque
16-Dec-2019	James De Salis	.20	21.00	Insurance
06-Jan-2020	James De Salis	.10	10.50	Cutting cheque
28-Jan-2020	James De Salis	.20	21.00	Cheque
28-Jan-2020	James De Salis	.30	31.50	Preparing wire payment instructions
07-Feb-2020	James De Salis	.30	31.50	Wire transfer
28-Feb-2020	Danielle St. Pierre	.50	62.00	POC: Entered for CRA. RT and RP deemed trust
02-Mar-2020	James De Salis	.20	21.00	Paying bills
03-Mar-2020	James De Salis	.30	31.50	Bills
09-Mar-2020	James De Salis	.20	21.00	Cheque
09-Mar-2020	James De Salis	.40	42.00	Pulling up verification for old cheques, transfers, & journal entries req. by trustee
09-Mar-2020	James De Salis	.40	42.00	Large cheque & journal entry
24-Mar-2020	James De Salis	.20	21.00	HST refund
02-Apr-2020	James De Salis	.40	42.00	Bills
29-Apr-2020	Sandra Dilio	.20	21.00	invoice, forward and save
01-May-2020	James De Salis	.30	31.50	Gas bill
26-May-2020	James De Salis	.30	31.50	Bills
27-May-2020	James De Salis	.30	31.50	Insurance
27-May-2020	James De Salis	.20	21.00	Cheque clearing
02-Jun-2020	James De Salis	.20	21.00	Gas bill
11-Jun-2020	James De Salis	.30	31.50	Moving money in GL
11-Jun-2020	James De Salis	.40	42.00	Gas bills

In the matter of the Receivership of Beaumen Waste Management Systems LTD.
Summary or Receivers fees and disbursements

Date	Description	Units	Amount	Notes
25-Jun-2020	James De Salis	.20	21.00	Creditor calling about unexpected payment - wanted to know if it was from the estate
25-Jun-2020	James De Salis	.60	63.00	Dealing with unlabelled wire transfer & bank's concerns, return of Enbridge overpayment
26-Jun-2020	James De Salis	.30	31.50	Logging receipt of Emterra payment
26-Jun-2020	James De Salis	.40	42.00	Discussing wire transfer with Versa
23-Jul-2020	James De Salis	.20	21.00	HST
04-Aug-2020	James De Salis	.20	21.00	Invoice
09-Sep-2020	James De Salis	.10	10.50	Court Fee
01-Dec-2020	James De Salis	.30	27.05	Legal fees & checking accounts
18-Dec-2020	James De Salis	.20	21.00	Updating accounts
08-Feb-2021	James De Salis	.10	10.50	Legal invoice
12-Feb-2021	James De Salis	.30	31.50	Cheque clearing
Total Estate Technicans		25.00	2,697.35	
	Total	**145.00**	**$ 53,097.35**	

16

Court File No. CV-19-00081440-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE COURT-APPOINTED RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD. of the Town of Renfrew, in the Province of Ontario

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA

Applicant

- and –

BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Respondent

AFFIDAVIT OF ROXANNE CHAPMAN
(sworn on February 3, 2021)

I, Roxanne Chapman, of the City of Ottawa, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a law clerk with the law firm of Soloway Wright LLP ("**SW**"), the lawyers for the Court-Appointed Receiver, MNP Ltd. (the "**Receiver**"), and have assisted with the carriage of this matter. As such, I have knowledge of the matters to which I hereinafter depose except where such knowledge is stated to be based on information and belief, in which case I confirm the source of my information and belief and verily believe such information to be true.

2. For convenience, defined terms herein not otherwise defined are as defined in the Receiver's second and final report to the Court (the "**Final Report**").

3. Attached hereto as **Exhibit "A"** are true copies of the invoices issued by SW for fees and disbursements incurred during the course of the within proceeding to the period ending February 3, 2021. The attached invoices are summarized as follows:

Invoice Date	Fees	Disbursements	HST	Total
December 4, 2019	$13,203.00	$874.67	$1,786.29	$15,863.96
March 25, 2020	$4,701.00	$297.72	$632.54	$5,631.26
June 12, 2020	$1,225.00	$0.00	$159.25	$1,384.25
October 7, 2020	$2,116.50	$0.00	$275.15	$2,391.65
November 9, 2020	$788.50	$0.00	$102.51	$891.01
February 3, 2021	$3,818.00	$0.00	$496.34	$4,314.34
TOTAL	**$25,852.00**	**$1,172.39**	**$3,452.08**	**$30,476.47**

4. I have been advised by André Ducasse, the lawyer with carriage of this matter on behalf of the Receiver, and verily believe that the work carried out by SW personnel on behalf of the Receiver can be briefly summarized as follows:

- Ongoing correspondence and communications with the Receiver regarding advice with respect to receivership proceedings and various issues regarding same, including, in addition to what is set out below, secured and priority claims, claims of lessors, documents regarding same and transfer of MOE license and permits.
- Advising the Receiver and dealing with the sale of the Real Property, including listing agreement, title issues, marketing of Real Property, searches regarding sale, dealing with encumbrances, requistions and response thereto, drafting and revising terms and conditions of offers and counter-offers, appraisals, reviewing offers and counter-offers, amendments thereto, and dealing with purchaser's counsel in respect of the foregoing.
- Various and ongoing correspondence and communications with the Receiver regarding creditors and the status of and issues regarding receivership proceedings and their position on distribution motions.

- Preaparing material regarding approval motion and motion for distribution order, including drafting and revising Receiver's First Report to the Court, Notice of Motion, fee Affidavit, Factum and Authorities, and Court Orders, reviewing authorities regarding same, and preparing for and attending the said motion.
- Dealing with all aspect of the closing of the Sales Transaction, including preparing and exchanging closing documents, undertakings regarding closing, statement of adjustments and various dealings and communications with purchaser's counsel regarding same. Also dealing with post-closing issues, including discharging security and secured registrations pursuant to Approval and Vesting Order.
- Preaparing material regarding final distribution and discharge motion, including drafting and revising Receiver's Final Report to the Court, Notice of Motion, fee Affidavit, Factum and Authorities, and Court Order regarding same, reviewing authorities regarding same, and preparing for and attending said motion.

5. The following table further summarizes the invoices attached as Exhibit "A" by work completed by each SW professional, his or her position with SW, the hours worked by each professional, along with the amounts and the effective hourly rates charged for each professional:

Professional	Position	Hours Invoiced	Amount Invoiced (excluding HST)	Effective Hourly Rate
André Ducasse	Partner	52.8	$21,347.00	$404.30
Sybil Johnson-Abbott	Partner	8.0	$3,037.00	$379.63
Caleb Timmermann	Associate Lawyer	1.7	$323.00	$190.00
Crystal McConkey	Articling Student	1.8	$270.00	$150.00
Shana Gardiner	Law Clerk	5.0	$875.00	$175.00
Total		**69.3**	**$25,852.00**	**$373.04**

6. I have further been advised by André Ducasse, and verily believe that, to the best of his knowledge the above rates charged by SW throughout the course of these proceedings are standard and comparable to the rates charged by other law firms in the Ottawa market for the provision of similar services.

7. I make this Affidavit in support of a motion by the Receiver for, *inter alia*, approval of the fees and disbursements of the Receiver's counsel.

SWORN BEFORE me at the City of Ottawa in the Province of Ontario this 3th day of February, 2021	)	
A Commissioner for Taking Affidavits, etc.	)	**ROXANNE CHAPMAN**

A. Duclosse
LSO # 44739R

This is Exhibit "A" referred to in the Affidavit of Roxanne Chapman sworn February 3, 2021

Commissioner for Taking Affidavits (or as may be)

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

December 4, 2019
Our File # 52064-01006
Invoice # 310232
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		$ 13,203.00
Total Disbursements		$ 874.67
HST on Fees - 13.00%	$ 1,716.39	
HST on Disbursements - 13.00%	$ 69.90	
Total Taxes		$ 1,786.29
Total Account		**$ 15,863.96**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

December 4, 2019
Our File # 52064-01006
Invoice # 310232
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
10/04/19	AD	Reviewing proposed amendments to agreement of purchase and sale; reviewing J. Haralovich's comments re: same; correspondence to counsel for purchaser re: same.	.50
10/07/19	AD	Correspondence from J. Haralovich re: proposed amendments to agreement of purchase and sale; drafting and revising most recent version of agreement of purchase and sale; correspondence to J. Haralovich re: same.	1.20
10/15/19	AD	Email from and to J. Haralovich re: recent communications with prospective purchaser and recent developments re: transfer of MOE license and next steps re: same; email from purchaser's counsel re: draft agreement of purchase and sale.	.20
10/16/19	AD	Correspondence from and to M. Rodrigue re: appraisal and reviewing same.	.30
10/17/19	AD	Correspondence from and to purchaser's counsel re: proposed further revisions to agreement of purchase and sale and status of same; email from and to J. Haralovich re: same.	.30
10/18/19	AD	Telephone attendance with J. Haralovich re: dealing with secured claims of G.E. Capital and issues re: agreement of purchase sale proposed by prospective purchaser; various emails from and to counsel for prospective purchaser re: draft agreement of purchase and sale and deposit re: same; telephone attendance with J. Haralovich re: foregoing; reviewing revised agreement of purchase and sale and making notes re: same.	1.20

Invoice #: 310232 December 4, 2019
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty.	Description of Services Rendered	Hours
10/22/19	AD	Reviewing most recent version of agreement of purchase and sale circulated by purchaser's counsel; reviewing and revising said agreement; telephone attendance with J. Haralovich re: same and proposed revisions; preparing for teleconference with purchaser's counsel to review most recent version of agreement of purchase and sale; lengthy teleconference with purchaser's counsel, purchaser and receiver re: proposed revisions to agreement of purchase and sale, issues re: receivership proceedings and approval and vesting order; email from J. Haralovich re: list of assets being sold; telephone attendance with J. Haralovich re: issues arising from call with purchaser re: agreement of purchase and sale; correspondence to Court re: Court attendance.	3.50
10/23/19	AD	Drafting and revising approval and vesting order required for agreement of purchase and sale; reviewing list of assets to be sold and extensive PPSA search results re: same re: registrations to be expunged as part of approval and vesting order.	1.40
10/24/19	AD	Correspondence from and to counsel for purchaser re: Court attendance, draft approval and vesting order and revised agreement of purchase and sale; drafting and revising approval and vesting order; reviewing property and PPSA search results re: registrations to be expunged in approval and vesting order; drafting and revising approval and vesting order; correspondence to J. Haralovich re: draft approval and vesting order.	1.80
10/25/19	AD	Telephone attendance with J. Haralovich re: draft approval and vesting order and schedules with respect to registrations that are to be discharged and permitted encumbrances; drafting and revising approval and vesting order accordingly; correspondence to purchaser's counsel re: draft approval and vesting order; various emails from J. Haralovich re: PPSA registrations to be discharged.	.60
10/30/19	AD	Emails from and to purchaser's counsel re: next steps.	.10
10/31/19	AD	Emails from and to J. Haralovich re: discharge of liens.	.10
11/01/19	AD	Email from and to purchaser re: status of Court attendance and revised agreement of purchase and sale; emails to and from trial coordinator re: Court attendance; further emails to purchaser re: same; email from J. Haralovich re: environmental concerns in respect of property and addressing same.	.40
11/05/19	AD	Reviewing extensive revisions to agreement of purchase and sale made by counsel for prospective purchaser; drafting and revising agreement of purchase and sale; correspondence to counsel re: revised agreement of purchase and sale.	2.30
11/06/19	AD	Email from and to purchaser's counsel re: revised agreement of purchase and sale; email to and from J. Haralovich re: same.	.20

Invoice #: 310232 December 4, 2019
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
11/07/19	AD	Telephone attendance with J. Haralovich re: most recent amendments to agreement of purchase and sale made by purchasers; drafting and revising agreement accordingly; correspondence to purchasers' counsel re: revised agreement.	.60
11/08/19	AD	Preparing for and participating in teleconference with purchaser and purchaser's counsel re: outstanding issues re: agreement of purchase and sale; correspondence from purchaser's counsel re: revised agreement; reviewing, revising and drafting agreement; correspondence to counsel re: same; call with J. Haralovich re: revised agreement and finalization thereof; various emails from and to purchaser's counsel re: finalizing and executing agreement.	1.30
11/11/19	AD	Email from purchaser's counsel re: further amending APS re: inventory; call with J. Haralovich re: same; various emails to and from purchaser's counsel re: foregoing and proposed course of action re: same.	.40
11/12/19	AD	Various emails from counsel for purchaser re: further proposed revisions to agreement of purchase and sale; call with and emails to and from J. Haralovich re: same; email to purchaser's counsel re: same and receiver's position.	.40
11/13/19	AD	Correspondence from purchaser's counsel re: final version of agreement of purchase and sale; further emails between counsel for parties re: final version of agreement and executed copies thereof.	.20
11/18/19	AD	Reviewing and revising receiver's Court report; reviewing appendices re: same; drafting and revising report; email to J. Haralovich re: same.	2.30
11/19/19	AD	Emails from and to J. Haralovich re: finalizing court report and issues re: same; call with J. Haralovich re: same; instructions to clerk re: preparing motion record and material and service list; drafting and revising notice of motion and orders; instructions to clerk re: factum and authorities; email from P. Ostroff re: security opinion and reviewing same; various emails from and to J. Haralovich re: same and priority and revisions to Court report; email from and calls with J. Haralovich re: revised Court report and proposed distributions; instructions to clerk re: finalizing and serving motion record.	2.80
11/20/19	AD	Drafting and revising factum and reviewing authorities; instructions to clerk re: same and service thereof.	1.80
11/21/19	AD	Drafting and revising Court Orders; reviewing motion material and preparing for motion; email from and to J. Haralovich re: parties' positions on motion; email from and to purchaser's counsel re: approval and vesting order.	2.20

Invoice #: 310232 December 4, 2019
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
11/22/19	AD	Reviewing updated PPSA search results; emails to and from J. Haralovich re: discharge of certain secured claims; reviewing documents re: same; drafting and finalizing approval and vesting order; correspondence to purchaser's counsel re: revised approval and vesting order; call with J. Haralovich re: foregoing.	1.30
11/25/19	AD	Correspondence to and calls with purchaser's counsel re: draft approval and vesting order; preparing for Court attendance; correspondence from purchaser's counsel re: approval of approval and vesting order.	1.20
11/26/19	AD	Preparing for and attending in Court re: motion for approval and vesting order and related relief; instructions to clerk re: service of orders and endorsement; consultation with and email from J. Haralovich re: proposed occupancy agreement with purchaser; instructions to associate re: same.	2.60
11/26/19	CT	Review and revise Occupancy and Operations Agreement.	1.20
11/27/19	AD	Emails from counsel for BNS re: BNS's secured claim and issues re: same; email from and call with J. Haralovich re: same.	.20
11/27/19	AD	Drafting and revising occupancy agreement.	.50
11/27/19	CT	Revise Occupancy and Operations Agreement; e-mail to J. Haralovich (MNP) re: same.	.50
11/28/19	AD	Reviewing draft occupancy agreement; email to J. Haralovich re: same and proposed revisions thereto.	.30

Total Hours: 33.90

Our Fee Herein: $ 13,203.00

DISBURSEMENTS

Description of Costs Advanced	Amount
Civil Litigation Transaction Levy	100.00
Cert. Cheques/Bank Drafts (non taxable)	17.00
PPSA Search	8.00
Cyberbahn Fee	18.90
Courier Charges	66.97
Motions/Orders (non taxable)	320.00
Court Run Services	12.00
Photocopies and Printing	331.80

Total Disbursements: $ 874.67

Invoice #: 310232 December 4, 2019
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

HST on Fees - 13.00%	$ 1,716.39	
HST on Disbursements - 13.00%	$ 69.90	
Total Taxes		**$ 1,786.29**
Total Account		**$ 15,863.96**

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

December 4, 2019
Our File # 52064-01006
Invoice # 310232
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 13,203.00
Total Costs	$ 874.67
Total Taxes	$ 1,786.29
Total Account	**$ 15,863.96**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

March 25, 2020
Our File # 52064-01006
Invoice # 313667
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		$ 4,701.00
Total Disbursements		$ 297.72
HST on Fees - 13.00%	$ 611.13	
HST on Disbursements - 13.00%	$ 21.41	
Total Taxes		$ 632.54
Total Account		**$ 5,631.26**
Less Transfer from Trust		**- $ 5,631.26**
Total Amount Due		**$ 0.00**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

March 25, 2020
Our File # 52064-01006
Invoice # 313667
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
12/16/19	AD	Emails from and to J. Haralovich re: occupancy agreement and recent developments re: same and access to site.	.10
12/24/19	AD	Correspondence from J. Haralovich re: issues re: transfer of MOE license and reviewing documents re: same.	.10
1/14/20	AD	Email from and to J. Haralovich re: recent developments and next steps re: transfer of MOE license and issues re: same; reviewing documents re: foregoing.	.20
2/07/20	AD	Call with J. Haralovich re: status of matter and next steps.	.10
2/13/20	AD	Correspondence from J. Haralovich and M. Rodrigue re: status of application for transfer of MOE license and reviewing same.	.10
2/19/20	AD	Call with purchaser's counsel re: status of MOE license transfer and issues re: approval and vesting order.	.30
2/24/20	AD	Email from J. Haralovich re: status of MOE transfer and closing and reviewing documents re: same; call with J. Haralovich re: same; reviewing agreement of purchase and sale re: closing issues and next steps; correspondence to purchaser's counsel re: same.	.40
2/25/20	AD	Correspondence from purchaser's counsel re: transfer of MOE license and closing and closing issues; consultation with S. Johnson-Abbott re: background of matter and closing transaction and transferring title; email to purchaser's counsel re: same.	.30
2/27/20	SJ	Review of agreement of purchase and sale; instructions to law clerk regarding same and closing documents; Review and revise closing documents.	1.40

Invoice #: 313667 March 25, 2020
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
2/28/20	SJ	Review revised documents; instructions to law clerk regarding taxes.	.30
3/01/20	SJ	Review and revise closing documents.	.40
3/02/20	SJ	Review approval and vesting order regarding purchaser name; telephone attendance with purchaser's counsel regarding fixing purchaser name and alternatives to closing.	.40
3/03/20	SJ	E-mail from purchaser's counsel regarding review and amendments to agreement and proceeding by way of trustee and beneficial owner; instructions to law clerk regarding same; letter to MNP regarding package of closing documents for signing.	.70
3/03/20	CM	E-mail to and from S. Gardiner re: attending at courthouse.	.10
3/04/20	SJ	Attending to pre-closing matters and e-mail with purchaser's counsel regarding closing documents.	.40
3/05/20	SJ	Dealing with pre-closing matters; confirming location of keys for purchaser and occupancy agreement; communicate with purchaser's counsel.	.30
3/05/20	CM	Review material for filing and affidavit template as per instructions from S. Gardner.	.20
3/06/20	SJ	Review package of documents and closing letter to purchaser's counsel and attend to closing matters; e-mails with J. Haralovich regarding payout of other court approved parties; instructions to law clerk regarding same; drafting and finalizing report.	3.00
3/06/20	CM	Attend at courthouse to file receiver's certificate; swear affidavit.	1.50
3/09/20	SJ	Dealing with post-closing matters.	.30
3/09/20	AD	Memos from clerk re: payment of tax arrears, distribution of funds and statement of adjustment and reviewing same; correspondence to J. Haralovich re: same.	.20
3/11/20	SJ	Attending to wire of funds to CWB National Leasing.	.20
3/16/20	SG	Review Agreement of Purchase and Sale; draft closing documents; draft application for vesting order; prepare statement of adjustments; draft response to requisitions; attend to closing matters; draft report to client.	5.00

Total Hours: 16.00

Our Fee Herein: $ 4,701.00

Invoice #: 313667 March 25, 2020
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

DISBURSEMENTS

Description of Costs Advanced		Amount
Parking		13.27
Outgoing Fax Charges		.50
Tax Certificate		40.00
Photocopies and Printing		14.20
Real Estate Transaction Levy		65.00
Courier Charges		31.75
Cert. Cheques/Bank Drafts (non taxable)		133.00
Total Disbursements:		**$ 297.72**
HST on Fees - 13.00%	$ 611.13	
HST on Disbursements - 13.00%	$ 21.41	
Total Taxes		**$ 632.54**
Total Account		**$ 5,631.26**
Less Transfer from Trust		**- $ 5,631.26**
Total Amount Due		**$ 0.00**

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

March 25, 2020
Our File # 52064-01006
Invoice # 313667
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 4,701.00
Total Costs	$ 297.72
Total Taxes	$ 632.54
Total Account	**$ 5,631.26**
Less Transfer from Trust	**- $ 5,631.26**
Total Amount Due	**$ 0.00**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

TRUST STATEMENT – UNINVESTED RETAINER FUNDS

Dec. 4, 2019	Received from file 50400-1131 re: trust transfer	$ 180,000.00
Mar 6, 2020	Received from Soloway Wright LLP In Trust TD Transfer from closing funds	$1,017,157.01
Mar 6, 2020	Paid to Town of Renfrew re: water and tax arrears	- $ 12,191.95
Mar 6, 2020	Paid to MNP Ltd. re: closing funds	- $522,395.03
Mar 6, 2020	Paid to CWB National Leasing Inc. re: payout	- $ 80,000.00
Mar 6, 2020	Paid to BDC re: payout	- $550,000.00
Mar 6, 2020	Received from Agro Zaffiro re closing	$1,017,157.01
Mar 6, 2020	Paid to Soloway Wright LLP In Trust Re: move funds to RBC	-$1,017,157.01
Mar 11, 2020	Paid to Blue Chip Leasing Corporation Re: payout	- $ 10,706.07
Mar. 25, 2020	Paid to Soloway Wright LLP Payment on Account of Invoice #310232	- $ 15,863.96
Mar. 25, 2020	Paid to Soloway Wright LLP Payment on Account of Invoice #313667	- $ 5,631.26
Trust Balance of Retainer Funds as at March 25, 2020		**$ 368.74**

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

June 12, 2020
Our File # 52064-01006
Invoice # 316116
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		**$ 1,390.00**
Less Courtesy Discount		**- $165.00**
Net Fee Herein		**$ 1,225.00**
Total Disbursements		$ .00
HST on Fees - 13.00%	$ 159.25	
Total Taxes		$ 159.25
Total Account		**$ 1,384.25**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

June 12, 2020
Our File # 52064-01006
Invoice # 316116
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
3/16/20	SJ	E-mail report to client with reporting documents; instructions to law clerk regarding post-closing matters.	.20
4/16/20	AD	Correspondence from purchaser's counsel re: various issues re: registration of documents and closing; reviewing file re: same; memo from S. Johnson-Abbott re: same; correspondence to counsel re: approval and vesting order.	.40
4/17/20	AD	Various emails from purchaser's counsel and S. Johnson-Abbott re: closing issues and transferring title.	.20
4/21/20	AD	Emails from counsel for purchaser and S. Johnson-Abbott re: issues re: registration of instruments re: closing of transaction.	.10
5/04/20	SJ	E-mail from purchaser's counsel regarding LRO matters and discussion with A. Ducasse regarding same.	.20
5/04/20	AD	Email from purchaser's counsel re: issues re: tax/water arrears and writ; reviewing file re: same; telephone attendance with S. Johnson-Abbott re: same and proposed course of action.	.20
5/05/20	SJ	E-mail to purchaser's counsel regarding vesting order and escalation; e-mail from purchaser's counsel regarding taxes; e-mail from J. Haralovich regarding water arrears.	.20
5/05/20	AD	Various emails from S. Johnson-Abbott and purchaser's counsel re: issues raised by purchaser's counsel, including water arrears, writ and approval and vesting order; reviewing accounting re: water arrears; correspondence from and to S. Johnson-Abbott and J. Haralovich re: same and receiver's instructions.	.30

Invoice #: 316116 June 12, 2020
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
5/19/20	AD	Correspondence from purchaser's counsel re: issues re: approval and vesting order, registration thereof and issues raised by land registry office.	.10
5/20/20	AD	Correspondence from purchaser's counsel re: issues re: registration of approval and vesting order.	.10
5/21/20	AD	Correspondence from purchaser's counsel re: ongoing issues re: registering approval and vesting order; correspondence to and call with J. Haralovich re: same.	.20
5/22/20	AD	Email from and to J. Haralovich re: writ registered post-bankruptcy and dealing with same.	.10
6/01/20	AD	Memo from and to S. Johnson-Abbott re: discharge of writ of execution; correspondence to J. Haralovich re: same.	.20
6/02/20	AD	Various correspondence from and to and call with J. Haralovich re: withdrawing writ; memo to clerk re: same; email to S. Johnson-Abbott re: same; correspondence to and from execution-creditor re: withdrawing writ; call with J. Haralovich re: foregoing and occupancy agreement payments owed by purchaser; correspondence from execution-creditor re: withdrawal of writ; correspondence to purchaser's counsel re: same.	.90

Total Hours:		3.40
Our Fee Herein:		**$ 1,225.00**
HST on Fees - 13.00%	$ 159.25	
Total Taxes		**$ 159.25**
Total Account		**$ 1,384.25**

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

June 12, 2020
Our File # 52064-01006
Invoice # 316116
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 1,225.00
Total Costs	$ .00
Total Taxes	$ 159.25
Total Account	**$ 1,384.25**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

October 7, 2020
Our File # 52064-01006
Invoice # 319558
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		$ 2,116.50
Total Disbursements		$ .00
HST on Fees - 13.00%	$ 275.15	
Total Taxes		$ 275.15
Total Account		**$ 2,391.65**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

October 7, 2020
Our File # 52064-01006
Invoice # 319558
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
6/04/20	AD	Correspondence from and to purchaser's counsel re: issues re: approval and vesting order and withdrawal of writ.	.10
6/22/20	AD	Call with J. Haralovich re: status of receivership proceedings and next steps re: same.	.20
6/23/20	AD	Various emails from and to purchaser's counsel and J. Haralovich re: issues re: registration of approval and vesting order.	.20
7/24/20	AD	Correspondence from and to J. Haralovich re: processing of inventory and issues re: same; call with J. Haralovich re: same; reviewing file and agreement of purchase and sale re: same; correspondence to purchaser's counsel re: same.	.40
7/27/20	AD	Correspondence from purchaser's counsel re: issues re: processing of inventory and agreement of purchase and sale; correspondence from J. Haralovich re: same.	.10
8/04/20	AD	Correspondence from and to J. Haralovich and purchaser's counsel re: processing of inventory; correspondence form and to J. Haralovich re: same and next steps in receivership proceedings; correspondence to purchaser's counsel re: need to finalize processing and accounting for inventory; correspondence from J. Haralovich re: purchaser's liability for payment of hydro post-closing.	.30
8/11/20	AD	Correspondence to and from J. Haralovich re: status of inventory processing and Hydro arrears.	.10

Invoice #: 319558 October 7, 2020
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
8/17/20	AD	Email from J. Haralovich re: status of processing of inventory and instructions re: same; reviewing file re: same; correspondence to purchaser's counsel re: same and obligations pursuant to receivership order.	.30
8/18/20	AD	Emails from purchaser's counsel and receiver re: status of processing of inventory and accounting re: same.	.10
8/24/20	AD	Correspondence from J. Haralovich re: issues re: process of inventory.	.10
8/25/20	AD	Correspondence from and to and call with J. Haralovich re: response to and issues re: processing of inventory by purchaser and proposed course of action re: same.	.30
9/02/20	AD	Correspondence from and to J. Haralovich re: recent developments re: dispute re: processing of inventory.	.10
9/03/20	AD	Email from and to J. Haralovich re: dispute with purchaser re: processing of inventory.	.10
9/16/20	AD	Correspondence from J. Haralovich re: issues re: processing of material and issues re: same.	.10
9/17/20	AD	Reviewing various emails and documents from purchaser and J. Haralovich re: issues re: processing of inventory; call with J. Haralovich re: same and proposed course of action.	.30
9/24/20	AD	Instructions from J. Haralovich re: demand letter to purchaser re: dispute re: processing inventory; reviewing file and correspondence re: same; drafting and revising correspondence to counsel re: same and receiver's position; emails and call with J. Haralovich re: same; revising correspondence to counsel.	1.60
10/02/20	AD	Correspondence to and from J. Haralovich re: dispute with purchaser re: processing of inventory.	.20
10/05/20	AD	Telephone attendance with J. Haralovich re: dispute with purchaser re: processing of inventory and proposed course of action re: same; call with purchaser's counsel re: same; report to J. Haralovich.	.50

Total Hours:		5.10
Our Fee Herein:		**$ 2,116.50**
HST on Fees - 13.00%	$ 275.15	
Total Taxes		**$ 275.15**
Total Account		**$ 2,391.65**

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

October 7, 2020
Our File # 52064-01006
Invoice # 319558
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 2,116.50
Total Costs	$ .00
Total Taxes	$ 275.15
Total Account	**$ 2,391.65**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

November 9, 2020
Our File # 52064-01006
Invoice # 320553
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		$ 788.50
Total Disbursements		$ .00
HST on Fees - 13.00%	$ 102.51	
Total Taxes		$ 102.51
Total Account		**$ 891.01**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

November 9, 2020
Our File # 52064-01006
Invoice # 320553
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
10/06/20	AD	Various emails with purchaser's counsel re: dispute re: processing of inventory; report to and call with J. Haralovich re: same.	.30
10/08/20	AD	Email from and to purchaser's counsel re: inventory processing.	.10
10/12/20	AD	Correspondence from purchaser's counsel re: purchaser's position re: processing inventory and claim with respect thereto; correspondence to and from J. Haralovich re: same.	.20
10/14/20	AD	Call with J. Haralovich re: dispute re: processing of inventory.	.10
10/15/20	AD	Correspondence from and to J. Haralovich re: receiver's comments re: purchaser's position on issue of processing inventory.	.10
10/27/20	AD	Call with J. Haralovich re: issues re: processing of inventory and instructions re: same; correspondence to purchaser's counsel re: same.	.50
11/03/20	AD	Correspondence to counsel for purchaser re: dispute re: processing of inventory.	.10
11/05/20	AD	Correspondence from and to and call with counsel for purchaser re: dispute re: processing of inventory; call with J. Haralovich re: same and settlement instructions.	.50

Total Hours: 1.90

Our Fee Herein: $ 788.50

Invoice #: 320553 November 9, 2020
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

HST on Fees - 13.00%	$ 102.51	
Total Taxes		**$ 102.51**
Total Account		**$ 891.01**

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

November 9, 2020
Our File # 52064-01006
Invoice # 320553
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 788.50
Total Costs	$ .00
Total Taxes	$ 102.51
Total Account	**$ 891.01**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

February 3, 2021
Our File # 52064-01006
Invoice # 323072
GST/HST Reg. #121761480

INTERIM ACCOUNT SUMMARY

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

Our Fee Herein		$ 3,818.00
Total Disbursements		$ 0.00
HST on Fees - 13.00%	$ 496.34	
Total Taxes		$ 496.34
Total Account		**$ 4,314.34**

André Ducasse
(0092)

E. & O.E.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

February 3, 2021
Our File # 52064-01006
Invoice # 323072
GST/HST Reg. #121761480

INTERIM ACCOUNT

TO OUR FEE for professional services rendered and disbursements incurred with respect to the following matter and more particularly described as follows:

RE: RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT SYSTEMS LTD.

FEES

Date	Atty	Description of Services Rendered	Hours
11/10/20	AD	Telephone attendance with M. Rodrigue re: status of receivership proceedings and next steps re: same.	.10
11/12/20	AD	Drafting correspondence to purchaser's counsel re: dispute re: processing of inventory; correspondence to and from J. Haralovich re: same; revising correspondence to purchaser's counsel re: receiver's terms of settlement.	.50
11/23/20	AD	Correspondence from and to purchaser's counsel re: settlement if dispute re: processing of inventory; correspondence to J. Haralovich re: same.	.10
1/07/21	AD	Correspondence from J. Haralovich re: draft consolidated statements of receipts and disbursements and reviewing same; telephone attendance with J. Haralovich re: same and proposed course of action re: report to the Court.	.40
1/26/21	AD	Correspondence from and call with J. Haralovich re: receiver's court report; reviewing file re: issues re: court reporting and making notes re: same; drafting and revising receiver's court report; instructions to clerk re: same; correspondence from S. Johnson-Abbott re: utilities arrears; correspondence to and from J. Haralovich re: same.	3.50
1/27/21	AD	Memo from and consultation with S. Johnson-Abbott re: municipality's claim for water/sewer arrears and proposed course of action re: same; correspondence from and to J. Haralovich re: same; reviewing operating agreement re: foregoing; telephone attendance with J. Haralovich re: court report, issues re: same and next steps re: court attendance.	.60

Invoice #: 323072 February 3, 2021
RECEIVERSHIP OF BEAUMEN WASTE MANAGEMENT

Date	Atty	Description of Services Rendered	Hours
2/02/21	AD	Reviewing file re: material in support of Court attendance re: approval and discharge motion; drafting and revising material re: approval and discharge motion, including notice of motion, order and fee affidavit; instructions to clerk re: same; telephone attendance with J. Haralovich re: issues re: material in support of approval and discharge motion; instructions to associate re: factum and book of authorities.	2.60
2/03/21	AD	Drafting and finalizing notice of motion, order and fee affidavit re: approval and discharge motion; reviewing factum and authorities re: same; instructions to associate re: factum and authorities; correspondence to J. Haralovich re: foregoing.	1.20

Total Hours: 9.00

Our Fee Herein: $ 3,818.00

HST on Fees - 13.00% $ 496.34

Total Taxes $ 496.34

Total Account $ 4,314.34

THIS IS OUR ACCOUNT

Soloway Wright | lawyers

Soloway Wright LLP
700 - 427 Laurier Avenue West
Ottawa ON K1R 7Y2

T: 613.236.0111 | 1.866.207.5880
F: 613.238.8507
www.solowaywright.com

John Haralovich
MNP Ltd.
1600 Carling Avenue, Suite 800
Ottawa, ON K1Z 1G3

February 3, 2021
Our File # 52064-01006
Invoice # 323072
GST/HST Reg. #121761480

REMITTANCE ADVICE

For professional services rendered and disbursements incurred.

Total Fees	$ 3,818.00
Total Costs	$ 0.00
Total Taxes	$ 496.34
Total Account	**$ 4,314.34**

To ensure proper credit to your account please return this remittance with your payment.

Please note payments can now be made by eTransfer to receivables@solowaywright.com (please include customer number 52064 in the message), or by means of the Bill Payment function of the major Canadian Banks, using customer number 52064.

TERMS: PAYMENT UPON RECEIPT. IN ACCORDANCE WITH SECTION 33 OF THE SOLICITORS ACT, INTEREST WILL BE CHARGED AT THE RATE OF 1.3% PER ANNUM ON UNPAID FEES, CHARGES OR DISBURSEMENTS CALCULATED FROM A DATE THAT IS ONE MONTH AFTER THIS STATEMENT IS DELIVERED.