

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

and

KINGSVILLE BREWING COMPANY INC.

Respondent

FIRST REPORT OF THE RECEIVER

(Returnable January 16, 2025)

December 17, 2024

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TO: Service List

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Tab 1

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

B E T W E E N:

BANK OF MONTREAL

Plaintiff

and

KINGSVILLE BREWING COMPANY INC.

Defendants

**FIRST AND FINAL REPORT TO THE COURT SUBMITTED BY MNP LTD.,
IN ITS CAPACITY AS RECEIVER OF
KINGSVILLE BREWING COMPANY INC.**

December 12, 2024

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1.1 Introduction

- 1.1.1** Kingsville Brewing Company Inc. (“**KBC**” or the “**Company**”) operates a craft brewery and restaurant, Taphouse 127 (the “**Taphouse**”) from leased premises at 140 Park Street, Kingsville Ontario (“**Park**”) and 15 Main Street, Kingsville Ontario (“**Main**” and collectively with Park the “**Premises**”).
- 1.1.2** KBC produces and distributes craft beer and branded merchandise through retail and wholesale channels in Ontario and the United States (“**US**”) using private licensees and distribution partners including the Liquor Control Board of Ontario and The Beer Store.
- 1.1.3** KBC was established by co-founders Marty Turco (“**Turco**”) and Mark Muzzin (“**Muzzin**”). The business was incorporated in Ontario on April 29, 2016 and Muzzin was appointed sole director.
- 1.1.4** Prior to an assignment of its debt and security to Turco (discussed later in this report), the Bank of Montreal (the “**Bank**” or “**BMO**”) was KBC’s senior secured lender. In aggregate, at August 22, 2023, KBC was indebted to BMO for approximately \$3,140,000 plus accruing interest and costs of enforcement. As security for its indebtedness to the Bank, KBC provided the Bank with the following security:
- (i) General Security Agreement dated February 4, 2021 from KBC; and
 - (ii) Limited personal guarantees dated February 8, 2021 from Turco and Muzzin (collectively the “**Guarantors**”).
- 1.1.5** On February 7, 2023, due to various events of default pursuant to the terms of KBC’s financing agreements, BMO advised KBC it was no longer prepared to support KBC’s operations and issued demands for payment and Notices of Intention to Enforce Security pursuant to the Bankruptcy and Insolvency Act.
- 1.1.6** KBC advised BMO that it was in the process of securing fresh capital to satisfy Bank arrears and scale KBC’s US business. KBC was confident the capital raise would materialize quickly and sought BMO’s cooperation to delay enforcement proceeding despite ongoing payment arrears.
- 1.1.7** The capital raise did not materialize in the timelines expected by KBC and on July 11, 2023, BMO made an application to appoint MNP receiver of the assets, undertakings, and property of KBC. The Bank’s initial motion was adjourned on mutual consent to permit KBC additional time to refinance its affairs.
- 1.1.8** KBC was unable to secure new financing and on August 22, 2023 (“**Appointment Date**”), with KBC’s consent, the Honourable Justice Munroe issued an Order (the “**Appointment Order**”) appointing MNP as receiver (the “**Receiver**”) of the assets, undertakings, and property of KBC. A copy of the Appointment Order and the endorsement of Justice Munroe is attached as **Appendix A**. The Appointment Order is substantially in the form of the Model Receivership Order prepared by the Commercial Court Users Committee for use on the Commercial List.

1.2 Purpose of the Receiver's First Report

1.2.1 This constitutes the Receiver's First Report to the Court (the "**First Report**") in this matter and is filed to:

- i. to provide the Court with information on:
 - a. the Receiver's activities since the date of its appointment and seek approval of those activities; and
 - b. BMO's assignment of its indebtedness and security to Turco.
- ii. support KBC's motion for Orders,
 - a. approving the First Report along with the activities and conduct of the Receiver described therein;
 - b. approving the Receiver's Statement of Receipts and Disbursements for the period August 22, 2023 to November 30, 2024;
 - c. approving the fees and expenses of the Receiver and its legal counsel including the Fee Accrual (as defined and described herein); and
 - d. discharging MNP as Receiver and releasing MNP from all matters and liability in connection with the receivership.

2.0

Initial Receiver Activities

2.1 Possession

- 2.1.1 Upon its appointment the Receiver attended Park and Main to serve Muzzin with a copy of the Appointment Order, to meet with employees and take possession of the Premises.
- 2.1.2 KBC's production facility occupies approximately 26,300 square feet of a lakefront industrial building located at Park. The Company has made significant leasehold improvements to retrofit and upgrade the building to accommodate KBC's large fermentation tanks and refrigeration equipment. The majority of KBC's assets such as inventory, brewing and lab equipment are located at Park. Upon its appointment, the Receiver changed all door locks at Park.
- 2.1.3 The Taphouse restaurant is located at Main and occupies approximately 1,500 square feet on the main floor of a commercial building in Kingsville's downtown core.
- 2.1.4 The Receiver photographed the Premises, equipment, and inventory to document the condition at the time of the Receiver's appointment. With the assistance of Muzzin, the Receiver conducted a physical inventory of KBC's fixed assets and rolling stock.
- 2.1.5 KBC's raw goods inventory is comprised of hops, beer packaging, kegs, sanitizing chemicals and raw food ingredients. Work in progress ("WIP") is comprised of thousands of liters of beer in the fermentation stage of production. Finished goods is comprised of canned and kegged beer and KBC branded merchandise and apparel. The Receiver worked with Muzzin and KBC production staff to prepare inventory counts of raw, WIP and finished goods.

2.2 Operations

- 2.2.1 At the time of its appointment, the Receiver had limited information to assess KBC's viability and BMO's security. In consultation with BMO, Muzzin and KBC management, the Receiver reviewed sales orders, WIP and working capital requirements to, among other things, assess the short-term viability of the Company and develop a strategy to optimize property realization.
- 2.2.2 The Receiver halted all non-essential purchases including raw good purchases for beer production and capital improvements and retained production and restaurant staff for approximately two weeks while conducting a review of the Company's financial situation (the "**Initial Review Period**").
- 2.2.3 During the Initial Review Period, Turco and Muzzin assured the Receiver KBC was in the final stages of securing fresh capital and that funding would be available within weeks to satisfy KBC's Bank indebtedness.
- 2.2.4 At the end of the Initial Review Period, the Receiver determined the Company did not have sufficient working capital and could not, without external financial support, maintain normal operations long enough to permit KBC to refinance its affairs. In consultation with BMO, the Receiver advised Muzzin and Turco that the Bank would not permit the Receiver to use its collateral (specifically pre-appointment receivable collections) to fund ongoing deficits and that KBC would have to secure alternate receivership funding if the owners wished to maintain operations.
- 2.2.5 Turco and Muzzin advised the Receiver they were prepared to fund post-appointment operating deficits to keep the business running and circumvent a liquidation of KBC's assets. Turco and Muzzin assured the Receiver that investors were conducting final due diligence, and that funding

was being structured to payout the Bank indebtedness (opposed to a lump sum working capital injection as previously envisioned).

2.2.6 With the Bank's support, the Receiver agreed to continue operating KBC's business subject to Turco and Muzzin funding all future operating losses.

2.2.7 The Receiver maintained normal production and restaurant operations from the date of its appointment until March 31, 2024 (the "**Operating Period**"). During the Operating Period, the Receiver performed the following duties:

- (i) Liaised with Turco and Muzzin to discuss the status and timing of KBC's refinancing/capital raise;
- (ii) Liaised with management to address daily operating activities and issues;
- (iii) Liaised with management to address critical goods and supply orders;
- (iv) Liaised with critical suppliers and vendors to negotiate service and supply terms;
- (v) Review, assess and process payment of daily operating expenses and employee payroll;
- (vi) Perform monthly operating budgets, bank reconciliations and statement of receipts and disbursements;
- (vii) Liaised with insurers to address liability, property coverages and status of KBC's business interruption claim (discussed later in this report);
- (viii) Liaised with the Canada Revenue Agency ("**CRA**") to address source deduction, HST and Excise Tax reporting;
- (ix) Liaised with the Ontario Ministry of Finance to address Beer and Wine Tax reporting; and
- (x) Liaised with the Alcohol and Gaming Commission of Ontario to address licensing requirements.

2.2.8 The Receiver prepared monthly operating results and provided Turco and Muzzin with forecasts showing KBC's working capital requirements throughout the Operating Period. At the same time, the Receiver set payment deadlines and advised Turco and Muzzin it would scale operations to mitigate losses if funding was received late. Turco and Muzzin missed all funding deadlines between August 22, 2023 and December 31, 2024, but eventually contributed sufficient funding to cover operating losses to December 31, 2024.

2.2.9 In early January 2024, during a regularly scheduled seasonal closure, a water pipe burst causing damage to the Taphouse's bathroom. During this time, Turco and Muzzin assured the Receiver that financing and additional funding to cover losses was in process; however, the only information provided to support this claim was an unsigned January 8, 2024 letter from Dave Johnson of Horizon Capital Partners LLC ("**Horizon**"), a Texas based investment and advisory firm and existing KBC investor, outlining its intent to take an assignment of BMO's indebtedness and security and to fund the Receiver's cash burn ("**LOI**").

2.2.10 Horizon never provided a signed LOI nor did it deliver the funds required to cover the Receiver's operating burn.

- 2.2.11** In consultation with the Bank the Receiver determined it could not maintain operations without further funding and on January 22, 2024, it advised Turco and Muzzin that it would not reopen the Taphouse and would wind-down beer production unless future losses to February 29, 2024 (or alternatively March 31, 2024) were funded in advance.
- 2.2.12** The Taphouse remained closed and restaurant staff were laid-off from January through February 2024. During this period, the Receiver wound-down production by suspending all raw good orders and limiting purchases to essential ingredients and packaging only.
- 2.2.13** On March 7, 2024, funding to cover the Receiver’s projected operating losses to March 31, 2024 was received and the Receiver restored beer production and re-opened the Taphouse beginning the week of March 10, 2024.
- 2.2.14** During the Operating Period, the Receiver understands Turco and Muzzin continued to work with Horizon and its partner, Mezas Capital Group LLC (“**Mezas**”), also a Texas based investment and advisory firm to refinance KBC’s debt.
- 2.2.15** On April 12, 2024 Mezas delivered an executed assignment agreement that provided for, among other things, BMO’s assignment of all obligations, loan agreements, security documents and certain guarantees to Mezas (the “**Mezas Assignment**”).
- 2.2.16** Despite agreeing to its terms, Mezas never delivered funds to complete the assignment and the Mezas Assignment was deemed void.
- 2.2.17** The Bank advised the Receiver, Turco, Muzzin and Mezas that it had lost patience waiting for KBC to restructure its affairs and was concerned about the erosion of its security by delaying asset realizations. On April 9, 2024, the Receiver closed the Taphouse, terminated hourly restaurant staff and liaised with production staff to organize an orderly wind-down of KBC’s beer production.
- 2.2.18** Since April 9, 2024 the receiver has performed the following duties:
- (i) Liaised with BMO, Turco, Muzzin and Mezas on the status KBC’s refinance efforts and eventual assignment of the Bank’s indebtedness;
 - (ii) Liaised with critical production staff to plan an orderly wind-down of KBC’s beer production, including converting approximately 285 hectoliters of WIP to finished goods;
 - (iii) Liaised with critical sales staff to develop a reasonable and appropriate sales strategy to sell KBC’s finished goods inventory through existing distribution partners;
 - (iv) Review, assessed and processed limited raw ingredient and packaging orders needed to covert WIP to finished goods; and
 - (v) Liaised with management to address customer sales and receipts;

- 2.2.19** During the Operating Period, the Receiver generated receipts from operations of \$738,405 and paid disbursements of \$1,041,978. During this period, Turco and Muzzin advanced \$733,126 to fund operating losses and professional fees.
- 2.2.20** Since April 1, 2024, the Receiver generated receipts from operations of \$258,762 and paid disbursements of \$644,232. During this period, Turco and Muzzin advanced a further \$270,302 to fund operating losses and accrued professional fees.
- 2.2.21** Since the Appointment Date the Receiver has collected total receipts of \$1,991,095 (including funding from Turco and Muzzin) and paid disbursements of \$1,590,110.
- 2.2.22** Turco and Muzzin advanced a total of \$1,003,428 between August 22, 2023 and November 30, 2024 to cover cash deficits and professional fee accruals. The balance of operating deficits have been funded with pre-appointment account receivable collections and post-appointment sale receipts.
- 2.2.23** A detailed account of the Receiver's receipts and disbursements for the period August 22, 2023 to November 30, 2024 is discussed in Section 4.0 of this report.

2.3 Books, Records, Accounting controls and Banking

- 2.3.1** The Receiver took possession of limited books and records at Park. Additionally, the Receiver obtained login credentials to retain unfettered remote online access to KBC's electronic accounting records.
- 2.3.2** The Receiver utilized KBC's management and third-party bookkeeper and implemented reporting protocols to manage operating receipts and disbursements.
- 2.3.3** After its appointment, the Receiver notified BMO and requested all KBC accounts be placed on deposit only status.
- 2.3.4** The Receiver arranged to have a new account set up with BMO to facilitate future receipts and disbursements with respect to the receivership administration.

2.4 Employee and third-party contractors

- 2.4.1** At the time of the Receiver's appointment, KBC employed thirty-three hourly and seven salaried employees and one third-party contractor who managed KBC's day-to-day bookkeeping. Neither Turco or Muzzin are employees and do not draw a salary from KBC. The Receiver terminated two Taphouse workers during the Initial Review Period, several quit during the Operating Period and on April 9, 2024 all remaining Taphouse employees, fifteen in total, were terminated. Critical management personnel and production staff have been retained since April to assist with KBC's wind-down.
- 2.4.2** All employee wages and vacation pay were current at the time of the Receiver's appointment. With the exception of two employees who were terminated during the Initial Review, the Receiver understands all remaining staff were provided sufficient working notice before being terminated and are not entitled to payment in lieu of same.
- 2.4.3** The Receiver has administered the Wage Earner Protection Program ("WEPP") for two employees with unpaid termination pay and traveling expense claims. The Receiver is not aware of any other employee claim that would qualify for payment under WEPP at this time; however, management

is aware that in the event the Receiver is discharged (as discussed later in this report), KBC remains liable to any current or former employee for claims that exist by statute or common law irrespective of whether such claim qualifies for benefit under WEPP.

2.4.4 KBC has delivered Records of Employment to all terminated employees and personnel that resigned after the Receiver's appointment.

2.4.5 The Receiver retained KBC's bookkeeper, Mr. Kevin Cramp to maintain KBC's payroll and accounting records and to complete all pre-appointment and post-appointment government returns including WSIB, HST, payroll source, Excise Tax and Beer and Wine Tax returns.

2.5 Government Taxes and Employment Insurance

2.5.1 Following its appointment, the Receiver requested the Canada Revenue Agency ("CRA") and Ontario Ministry of Finance ("MOF") to perform an audit of the Company's HST, source deduction, excise tax and beer and wine accounts up to the date of receivership.

2.5.2 In response to the Receiver's audit request, CRA advised it was limiting the scope of its HST examination to the period of August 1 to August 22, 2023 (a part period return due to the Receiver's appointment). CRA's initial HST examination resulted in a reassessment of input tax credits and liability of \$53,977.

2.5.3 The Receiver understands CRA completed a review of KBC's payroll account in July 2023 (one month prior to the Receiver's appointment). CRA's July 2023 audit established payroll arrears for unremitted source deductions of \$172,830.

2.5.4 On May 6, 2024, CRA advised the Receiver it wished to examine KBC's payroll and HST accounts for the period January 1, 2023 to present. The Receiver understands KBC management and accountants met with CRA's trust examiner on July 18, 2024 and the audit is ongoing.

2.5.5 CRA and the MOF have not organized audits of KBC's excise tax or beer and wine tax accounts; however, based on discussions and correspondence received from both, the Receiver understands at August 22, 2023, KBC was indebted for unremitted beer and wine tax of \$29,102 and excise tax of \$1,203.

2.5.6 Company records at August 22, 2023 indicate KBC was current with all Workplace Safety and Insurance Board ("WSIB") employment insurance premiums.

2.5.7 In summary, the Receiver understands KBC owes the following pre-appointment tax liabilities:

- (i) Payroll source deductions (excluding penalties and accrued interest): \$172,830;
- (ii) HST (excluding penalties and accrued interest): \$53,977;
- (iii) Beer and wine tax (excluding penalties and accrued interest): \$29,102; and
- (iv) Excise tax: \$1,203 (excluding penalties and accrued interest).

2.5.8 On September 1, 2023, the MOF filed a proof of claim for amounts owing in respect of pre-appointment beer and wine taxes of \$29,102. CRA and WSIB have not filed proofs of claim for amounts owing in respect pre-appointment tax and employment insurance premium liabilities.

2.5.9 The Receiver has filed post-appointment source deduction returns up to and including November 2024. Despite repeated requests, KBC has not filed or provided sufficient financial information to permit the Receiver to file HST, excise tax, beer and wine tax and WSIB returns relating to the Receiver's operating period.

2.5.10 Based on its estimates, the Receiver anticipates KBC will be in credit position for HST once outstanding returns are filed; however, the Receiver estimates post-appointment tax liabilities and employment insurance premium arrears at November 30, 2024 as follows:

(i) Payroll source deductions (employee and employer portions): \$208,573;

(ii) Beer and wine tax: \$86,250;

(iii) Excise tax: \$25,875;

(iv) WSIB: \$12,105;

2.5.11 CRA, MOF and WSIB have not filed proofs of claim for amounts owing in respect post-appointment tax and employment insurance premium liabilities.

2.6 Insurance and January 2024 business interruption

2.6.1 The Receiver requested copies of the Companies' insurance policies in respect of its assets and operations. The Receiver was provided copies of the policies and sent notice to the respective insurers, Intact Insurance Company ("Intact") and Aviva Insurance Company, to confirm continuance of coverage and requested to be added as an additional named insured.

2.6.2 Insurers have confirmed the Receiver has been added as an additional named insured on KBC's property, liability, and auto policies.

2.6.3 In early January 2024, Muzzin contacted the Receiver to advise a pipe had burst in one of the residential units located on the 2nd floor of Main Street. According to Muzzin, property damage was not extensive; however, the Taphouse bathroom was rendered unusable so, among other reasons discussed earlier in this report, the restaurant did not open to the public throughout the month of January and February.

2.6.4 Muzzin filed an insurance claim with Intact to recover repair costs and lost revenue under the policies business interruption coverage. Despite multiple requests, the Receiver continues to wait for Intact and Muzzin to provide details and confirm the status of KBC's insurance claim.

2.7 Third Party Assets

2.7.1 The Receiver is aware of two potential property claims; however, ownership is not in dispute at this time. In the event the Receiver is not discharged (as discussed later in this report), the Receiver will work with claimants to verify ownership rights and seek direction from this Court at a subsequent hearing to deal with same.

2.8 Accounts Receivable

2.8.1 The Receiver understands accounting records were not current at the time of its appointment and the most recent aged receivable listing available at the time of the Receiver's appointment showed

total receivables of \$207,768. The Receiver estimates it has collected \$118,622 in accounts receivable to date.

2.9 Premises Rent

2.9.1 The landlord of Park and Main is Kingsville Distributors Limited (“**KDL**”) and Mainstreet Property Corp (“**MPC**”), respectively. MPC is owned and operated by Muzzin and his wife.

2.9.2 Rent for Park Street and Main Street is \$12,536 plus HST and \$3,500 plus HST per month, respectively.

2.9.3 At the time of the Receiver’s appointment, Main Street’s rent was current to August 31, 2023; however, Park Street was in arrears for the month of August. The Receiver has paid MPC and DKL per-diem rent for Main Street and Park Street since September 1, 2023 and August 22, 2023, respectively.

2.10 Notice

2.10.1 The Receiver prepared and issued combined notices pursuant to Section 245(1) and 246(1) of the Bankruptcy and Insolvency Act to the Office of the Superintendent of Bankruptcy and to all known creditors of the Companies (the “Receiver’s Notice”). Copies of the Receiver’s Notice is attached as **Appendix B**.

2.10.2 The Receiver has setup a page on its website to publicly post all relevant receivership documents, including the Appointment Order. The link to the website is <https://mnpdebt.ca/en/corporate/corporate-engagements/kingsville-brewing-company-inc>

2.11 Independent Counsel Security Opinion

- 2.11.1** The Receiver's independent legal counsel, Harrison Pensa LLP ("**HP**"), reviewed the security registration against KBC in favor of BMO (and now Turco through BMO's debt and security assignment discussed later in this report) and equipment lessor, Ford Credit ("**Ford**"). Subject to the customary assumptions and qualifications, HP has provided an opinion that i) Turco has a valid and perfected security interest in the personal property of KBC including machinery, equipment, inventory and accounts receivable (collectively the "**Assets**"), ii) Ford has a valid and perfected purchase money security interest in one 2018 Mercedes-Benz Sprinter 2500 Cargo van, iii) Ford's purchase money security interests has priority over Turco's security interest in the Van.
- 2.11.2** KBC is a party to rental (and or lease) agreements with Coxon's Sales and Rentals Ltd., Keg Management and Drink Logistics dba Kegshare. The status of these agreements in relation to Turco and Ford's security is not in dispute at this time; however, in the event the Receiver is not discharged (as discussed later in this report), HP has undertaken to review and provide an opinion on the validity and enforceability of the agreements.

3.0 Assignment of Bank Indebtedness and Receiver's Discharge

- 3.1** On June 16, 2024, Turco entered into an assignment agreement (the “**Assignment Agreement**”) with the Bank to purchase the indebtedness owing by KBC to the Bank and the security held by the Bank for the indebtedness.
- 3.2** According to the sworn affidavit of Mark Muzzin dated November 27, 2024 and the exhibits thereto and attached as **Appendix C**, the Receiver understands KBC has sufficient funding to repay all material obligations, including receivership costs and taxes (pursuant to a payment plan with CRA) and has sought this Court’s Order to terminate the receivership and discharge MNP as Receiver.
- 3.1.2** In support of the Order sought to discharge the Receiver and conclude the receivership, the Receiver notes the following:
- (i) As discussed above, the Receiver’s counsel has provided an opinion that the security held by the Bank (and now its assignee, Turco) is valid and enforceable as against KBC, subject to the usual assumptions and qualifications;
 - (ii) Apart from the CRA and MOF’s trust claims for pre-appointment and post-appointment taxes which the Receiver understands KBC has agreed to repay in installments, Turco is the senior lender to KBC and is next in line to be impacted by the realization of the Assets; and
 - (iii) Other than CRA, MOF and Ford, who’s priority would be unaffected by the Receiver’s discharge, Turco is the only stakeholder which has any practical economic interest in the Assets.
- 3.1.3** KBC is seeking a full and final discharge of the Receiver’s duties and obligations under the Appointment Order. Upon discharge, the receivership administration will end, and the Assets and undertakings of the Company will revert back to the Company. The Receiver understands its discharge will not alter the priorities or prejudice the rights of CRA, MOF or Ford or other potential lessees having an interest in a specific piece or pieces of equipment or other chattels.
- 3.1.4** The conclusion of the receivership also leaves open the possibility of salvaging KBC’s business and continuing to create employment opportunities, rather than liquidating the Assets and terminating employees.
- 3.1.5** In the event the Receiver is not discharged, the receivership would remain ongoing, and the Receiver will report promptly to the Service List and the Court on further steps to be taken in the receivership.

4.0

Statement of Receipts and Disbursements

- 4.1.1** **Appendix D**, attached, summarizes the Receiver's Statement of Receipts and Disbursements ("R&D") for the period August 22, 2023 to November 30, 2024.
- 4.1.2** In addition to advances totalling \$1,003,428 from Turco and Muzzin, the Receiver has generated receipts from operations of \$987,667.00.
- 4.1.3** The Receiver has made total disbursements of \$1,590,110, primarily for:
- (i) Employee wages; and
 - (ii) Raw goods used in production and food purchases; and
 - (iii) Rent for Park Street and Main Street;
 - (iv) Insurance; and
 - (v) Repairs and maintenance
- 4.1.4** In addition to the disbursements above, the Receiver estimates it has accrued government liabilities for source deductions, HST, excise tax, beer and wine tax and insurance premiums of \$304,703.
- 4.1.5** Excluding funding received from Turco and Muzzin, estimated operating losses since the Appointment Date total \$907,146 (which does not include accruals for professional fees).
- 4.1.6** The R&D includes an estimate of accrued and final professional fees and costs to complete the receivership as discussed in more detail in Section 5.0 of this report. As demonstrated on the R&D, the Receiver estimates a further advance of approximately \$210,272 will be required from Turco and Muzzin to satisfy these fees and costs.

5.0

Receiver and its Counsel's Accounts

- 5.1.1** As required by the Appointing Order, the Receiver is seeking Court approval of its fees and disbursements and the fees and disbursements of its legal counsel, including an accrual for the estimated fees and disbursements to complete the administration of the receivership.
- 5.1.2** The Receiver has submitted one invoice dated December 10, 2024 for the period in the amount of \$440,000, inclusive of disbursements and before HST. The invoice, together with the Receiver's affidavit of verification of fees, is attached as **Appendix E**.
- 5.1.3** HP has submitted three invoices to date, as follows:
- March 26, 2024 in the amount of \$3,749.10;
 - August 27, 2024 in the amount of \$3,741.10; and
 - December 11, 2024 in the amount of \$3,520.00

The above amounts are inclusive of disbursements and before HST. The invoices, together with the HP's affidavit of verification of fees, is attached as **Appendix F**

- 5.1.4** The Receiver and HP will incur additional fees and disbursements to complete the administration of the receivership, including issuing the final receivership notice, and other miscellaneous administrative matters to transition KBC operations back to its management. These additional fees and disbursements of the Receiver and HP to complete the administration of the receivership are estimated to be approximately \$25,000 and \$5,000, respectively, for a total of \$30,000 plus H.S.T. (the "**Estimated Fee Accrual**").
- 5.1.5** It is the Receiver's opinion that the fees and disbursements of the Receiver and HP, including the Estimated Fee Accrual, are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and HP in connection with the receivership during the relevant periods. The Receiver recommends approval of HP's fees and disbursements, and requests approval of its fees and disbursements, including the Estimated Fee Accrual by the Court.

6.1.1 We submit this **First Report** to the Court and respectfully request that the Court make an order as requested in paragraph 1.2.1 (ii) above.

All of which is respectfully submitted this 12th day of December 2024.

**MNP Ltd.,
in its capacity as Court Appointed Receiver of
Kingsville Brewing Company Inc.
and without personal or corporate liability**



Per: Robert W. Smith CPA, CA, CIRP, LIT
Senior Vice President

APPENDIX A

Court File No. CV-23-00032284-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.

)

TUESDAY, THE 22ND

JUSTICE MUNROE

)

DAY OF AUGUST, 2023

)



BANK OF MONTREAL

Applicant

- and -

KINGSVILLE BREWING COMPANY INC.

Respondent

APPLICATION UNDER SECTION 243(1) of the *BANKRUPTCY AND INSOLVENCY ACT* R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. c-43, AS AMENDED

**ORDER
(appointing Receiver)**

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 and manager (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Kingsville Brewing Company Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day via zoom videoconference.

ON READING the affidavit of Michaela Wolf sworn June 14, 2023 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant and such other counsel that were present as listed on the participant information sheet, no one appearing for any other party on the service list although duly served as appears from the affidavit of service, filed, and on reading the consent of MNP Ltd. to act as the Receiver and the Consent of the Debtor, filed.

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and service validated, as necessary, 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 properties of the Debtor acquired for, or used in relation to a business carried on 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 initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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

(i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and

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

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

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

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) 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;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants legal counsel and shareholders, and

all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall

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

7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

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

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

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

FUNDING OF THE RECEIVERSHIP

21. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$250,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the

Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

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

the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL 'mnpdebt.ca/corporate/kingsvillebrewingcompany'

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.

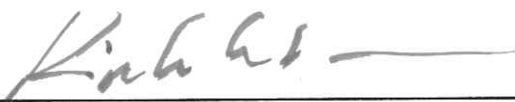
29. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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 Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

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



Schedule "A"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that MNP Ltd., the receiver (the "Receiver") of all assets, undertakings and properties of Kingsville Brewing Company Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor (the "Property") appointed by Order of the Ontario Superior Court of Justice (the "Court") dated the 22nd day of August, 2023 (the "Order") made in an action having Court file number CV-23-00032284-0000, 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 \$250,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly not in advance on the last day of each month after the date hereof at a notional rate per annum equal to the rate of three (3) per cent above the prime commercial lending rate of Bank of Montreal from time to time.

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

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

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

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

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

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

DATED the ____ day of _____, 20__.

MNP Ltd., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

BANK OF MONTREAL
Applicant

KINGSVILLE BREWING COMPANY INC.
and
Respondent

A186
Court File No.: CV-23-00032284-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

RECEIVERSHIP ORDER

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**Lawyers for the Applicant,
Bank of Montreal**

A186

APPENDIX B

Notice and Statement of Receiver (Subsection 245 & 246 (1) of the Bankruptcy and Insolvency Act)

In the Matter of the Receivership of
Kingsville Brewing Company Inc.
(the “**Company**”)

The Receiver gives notice and declares that:

1. On the 22nd day of August 2023, MNP Ltd. (the “**Receiver**”) was appointed Receiver of the Company’s property which is summarized as follows:

	Book Value (\$)
Inventory	Unknown
Accounts Receivable	Unknown
Machinery and Equipment	Unknown

(collectively referred to as the “**Property**”)

2. The undersigned was appointed receiver in respect of the Property described above by Order of the Ontario Superior Court of Justice granted on August 22, 2023 on application by the priority secured creditor, The Bank of Montreal.
3. The Receiver took possession and control of the Property on August 22, 2023.
4. The following information relates to the receivership:

- (a) Address of insolvent corporation and business locations:

Location 1: Production/brewing facility - 140 Park Street, Kingsville ON

Location 2: Restaurant and retail tap house – 15 Main Street West, ON

- (b) Principal Line of Business: Beer production, alcohol sales and restaurant
- (c) Estimated amount owed by the Company to each creditor who holds security on the Property:

Bank of Montreal	\$2,822,000
Canada Revenue Agency	Unknown
Ford Credit Canada Company	Unknown

- (d) The list of other creditors of the insolvent corporation and the amount owed to each creditor and the total amount due by the insolvent corporation is attached as **Schedule ‘A’**.

(f) Contact person for Receiver:

Attention: Brendan Hinton

- Telephone (519) 964-2203
- Facsimile (519) 964-2210
- Email: brendan.hinton@mnp.ca

MNP Ltd.
In its capacity as Receiver of
Kingsville Brewing Company Inc.

Rob Smith CPA, CA, CIRP, LIT
Senior Vice President

Schedule A - Unsecured Creditors

Creditor	Total
A-Lift Truck Repair	361.54
Allsop Plumbing Inc	3,039.71
Anton Parr	2,300.06
Behind the Wood	450.15
Beverage Merchandising Group Inc.	454.06
Brewers Supply Group	11,345.82
Brewery Installation & Maintenance Services	49,323.31
Butcher of Kingsville	8,874.20
Canenpack	313.05
Catrini Custom Heating & Cooling	665.01
CFT	4,061.23
Cogeco- 15 Main St West	1,840.00
ColdHaus Direct	184.31
Coxon's Sales & Rentals Ltd.	830.55
Creekview Heating	14,305.80
Criveller Company Canada	846.53
DMM Packaging	13,171.94
Doug Coleman Trucking	852.86
Drink Logistics Inc.	6,934.37
Ecolab Co.	3,121.45
Ekos Brewmaster LLC	1,193.85
ELK Energy - 140 Park St	33,127.33
Enbridge - 140 Park	8,405.51
Escarpment Labs	0.05
Fire Saftey by Moose Inc.	548.90
Food Safety Alliance	844.28
Germaine Restaurant Supply	6,814.32
GFL Environment	325.40
GlobalTranz	6,020.00
Gordon Food Service Canada Ltd.	21,186.57
Heuft USA Inc.	10,103.39
Hops Connect Hop Trading Company Ltd	988.22
IMS	9,199.19
KMJ Industrial Contractors	500.00

Creditor	Total
Lacasse SPG	1,514.20
Lee & Maria's	17.00
Linde Canada Inc.	722.01
Livingston	950.46
Main St Property Investment Corp	7,910.00
McDraught	303.11
Morrice Transportation	9,585.25
New Wave Electrical Ltd.	2,521.13
Nikomerce	4,999.00
Ontario Small Brewers Association Inc.	559.36
Profile Wine Group	10,409.87
R Circle	8,695.00
REA Elektronik Canada Ltd.	388.93
Ska Fabricating Inc.	1,000.00
Speed Print	932.25
SWIG - Spirits Wine Information Group Inc.	1,081.44
Sysco Southwestern Ontario	1,375.32
The Grove Hotel	720.74
Touch Bistro	391.32
Tourism Windsor Essex	282.50
Town of Kingsville	1,517.41
Uline	561.81
Vines to Vintages Inc.	469.84
VNDR Beverage Inc.	1,854.56
Williams Food Equipment	768.72

Total 282,064.19

APPENDIX C

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

BANK OF MONTREAL

Applicant

- and -

KINGSVILLE BREWING COMPANY INC.

Respondent

APPLICATION UNDER SECTION 243(1) of the BANKRUPTCY AND INSOLVENCY
ACT R.S.C. 1985, c. B-3, as amended and SECTION 101 of the COURTS OF
JUSTICE ACT, R.S.O. 1990, c. c-43, as amended

AFFIDAVIT OF MARK MUZZIN
(affirmed on November 27, 2024)

I, Mark Muzzin, of the Town of Kingsville, in the Province of Ontario, AFFIRM AND SAY that:

1. I am the person with operational responsibility for Kingsville Brewing Company Inc. (“KBC”) and as such have knowledge of the matters which I hereinafter depose. Where I do not have direct knowledge of the facts, I have stated my source of information below and I believe such facts to be true.

2. KBC wishes to have the present receiver, MNP Ltd. (in such capacities, the “Receiver”), discharged and this receivership thereby brought to an end. The purpose of this affidavit is to provide the evidence necessary for the Court to permit that result.

STAKEHOLDERS

3. I am aware of the following creditors of KBC and related stakeholders:

(a) the Bank of Montreal (the “Bank”), which pursuant to a letter of agreement dated January 13, 2021 made three (3) credit facilities available to KBC:

- (i) a \$2,733,000.00 asset and capital financing loan;
- (ii) a \$500,000.00 operating loan; and
- (iii) a \$50,000.00 corporate MasterCard facility,

A copy of the letter of agreement dated January 13, 2021 attached hereto and marked as Exhibit "A".

- (b) Marty Turco ("**Turco**"), who entered into an assignment agreement with BMO, dated June 16, 2024, where the Bank assigned to Turco all indebtedness, liabilities and obligations owing by KBC to the Bank arising under and in connection with the above January 13, 2021 letter of agreement and all associated guarantees;
- (c) Canada Revenue Agency ("**CRA**"), which pursuant to a Notice of Assessment dated August 21, 2024 identified a previous arrears account balance of \$286,284.79.

A copy of the CRA Notice of Assessment dated August 21, 2024 attached hereto and marked as Exhibit "B".

- (d) Ontario Ministry of Finance ("**MOF**"), which I understand is owed \$31,646.72 in Beer and Wine Tax arrears as of September 23, 2024;
- (e) the Receiver and the Fees of their counsel; and,
- (f) various utility provider, suppliers, and other corporations and individuals, as further set out in Exhibit "C" (the "**Stakeholders**").

A copy of the list of stakeholders is attached hereto and marked as Exhibit "C".

4. All indebtedness owed to the Bank was paid in full during the receivership and as a result the Bank is no longer a creditor of KBC.

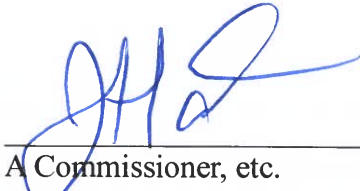
A copy of a Notice of Discontinuance and correspondence from Tony Van Klink to Mark Muzzin and Marty Turco attesting to the satisfaction of the Bank's indebtedness and discontinuance of the related action are attached hereto and marked as Exhibit "D".

5. To my knowledge, KBC is in a position to pay all tax arrears owed to CRA and MOF over the next six (6) months.
6. To my knowledge, KBC has no other material debts, and those disclosed in Exhibit "C" represent ongoing operational expenses.
7. To my knowledge, the Receiver and Turco support the discharge of the Receiver, which is information obtained directly from the Receiver and Turco, respectively.
8. The only remaining distributions to be made by the Receiver are to account for the Receiver and Receiver's counsel's fees and disbursements, and for the balance of funds held by the Receiver to be paid and transferred to KBC.
9. KBC has sufficient funds to continue to make payments required in the ordinary course of business as they come due and to my knowledge I do not foresee any issues with these recurring payments.

PAYMENT OF AMOUNTS OWED

10. Based on the above, I understand that the fees owed to the Receiver and its counsel must be paid before the receivership can be brought to an end.
11. As KBC is no longer indebted to the Bank, KBC wishes to resume complete control of its property and other assets following the Receiver's final distributions, and KBC will continue to pay stakeholders in the ordinary course of business. To that end, KBC wishes for the Receiver to be discharged.

SWORN before me in the)
 Town of Leamington)
 in the County of Essex this)
 27th day of November, 2024)



 A Commissioner, etc.



MARK MUZZIN

EXHIBIT A

Exhibit "A"
to the affidavit of Mark Muzzin
affirmed the 27th day of November, 2024.



A Commissioner, etc.

[Letter of agreement dated January 13, 2021]

Letter of Agreement



200 OUELLETTE AVENUE,
WINDSOR, ONTARIO N9A 6K9

January 13, 2021

KINGSVILLE BREWING COMPANY INC.
140 PARK ST,
KINGSVILLE, ONTARIO N9Y 1N5

Attention: Mr. MARTY TURCO & Mr MARK M MUZZIN

LETTER OF AGREEMENT

Bank of Montreal ("**BMO**") is pleased to advise that it has authorized the following new credit Facilities for **KINGSVILLE BREWING COMPANY INC.** (each, a "**Facility**" and collectively, the "**Facilities**") on the terms and conditions outlined in this Letter of Agreement. The Schedules listed below and attached form part of this Letter of Agreement.

The Schedules listed below and attached form part of this Letter of Agreement. Capitalised terms used but not defined have the meanings ascribed to them in Schedule D.

Notwithstanding any other provision of this Letter of Agreement or in any applicable agreements, any Advance under any Facility hereunder will be made at BMO's sole discretion. Any unutilized portion of any Facility hereunder may be cancelled by BMO at any time without prior notice.

Borrower:	KINGSVILLE BREWING COMPANY INC. (the "Borrower")
Guarantor(s):	MARTY TURCO MARK M MUZZIN (the "Guarantor(s)")
Total Facility Limit:	The total approved amount of all facilities shall not exceed \$3,283,000.00 at any time.



Your Product Summary

Facility/ Facilities:

Facility No#	Product Type	Authorized Amount	Currency
1	Non-Revolving Facility - Shared limit/Multi-product/Multi-draw	\$2,733,000.00	CAD
2	BMO Corporate MasterCard	\$50,000.00	CAD
3	Overdraft Lending Product - CDN or USD	\$500,000.00	CAD

Your Product Details

Non-Revolving Facility - Shared limit/Multi-product/Multi-draw

Facility # 1 - New	
Facility Authorization:	\$2,733,000.00 CAD
Current Advanced Amount:	\$0.00 CAD
Available Amount:	\$0.00 CAD
Type of Loan:	Asset and capital financing
Purpose:	To pay out existing BDC debts and fund the purchase/installation of equipment for in-house brewing facility
Maximum Amortization:	84 months
Advance Options (each a "Loan" and collectively the "Loans")	Additional Details
Demand Loan Non Revolving	<p>Interest Rate: Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly. The Prime Rate in effect as of January 12, 2021 is 2.45%.</p> <p>Repayment Terms: Repayable on demand, provided that until demand is made by BMO:</p> <p>Blended monthly payments comprising principal and interest to be paid in arrears, on the last day of each month. The amount of the payment will be initially determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance. Subject to review at BMO's sole discretion.</p>



Your Product Summary

	<p>OR</p> <p>Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, amortization and the interest rate in effect at the time of the Advance, as applicable.</p> <p>Prepayments of principal in whole or in part are permitted, without penalty</p>
Fixed Rate Term Loan	<p>Type of Loan: Closed Term Loan; or Prepayment Option Term Loan; or 6 Month Open Term Loan</p> <p>Interest Rate: To be determined at time of Advance. By way of reference only, the rate in effect as of January 12, 2021 for a 1 year term is 3.04% per annum; and the rate is valid for 14 days, and thereafter subject to change at BMO's sole discretion from time to time.</p> <p>Notwithstanding the foregoing and unless otherwise prohibited by law, if the Loan is not paid in full with interest at the Maturity Date, the Loan shall bear interest at a rate per annum equal to the sum of 3% plus the Prime Rate, determined and accrued daily and compounded monthly, not in Advance, on the outstanding balance, from the Maturity Date and both before and after demand and both before and after judgment until actual payment in full.</p> <p>Repayment Terms: Equal monthly principal payments and monthly interest, to be collected separately on the last day of each month. The amount of the payments will be determined based on the Loan amount, payment frequency, amortization, and term.</p> <p>OR</p> <p>Blended monthly payments comprising principal and interest to be paid monthly in arrears, on the last day of each month. The amount of the payment will be determined based on the Loan amount, term, amortization and the interest rate in effect at the time of the Advance.</p> <p>The balance of the Loan then outstanding, together with all accrued and unpaid interest, shall be due and payable at the end of the term of the Loan.</p> <p>Prepayment Terms:</p> <p>Closed Term Loan Only: May not be prepaid, in whole or in part, prior to the maturity date.</p> <p>Prepayment Option Term Loan Only: When not in Default, the Borrower may prepay an amount of principal up to 10% of the original loan amount once every calendar year without prior notice. These prepayment privileges are not cumulative.</p> <p>6 Month Open Term Loan Only: Prepayments of principal in whole or in part are permitted, without penalty.</p>



Your Product Summary

	<p>Maximum Term: 1 year</p> <p>Maturity Date: The last day of the month determined based on the term selected and the date of Advance.</p> <p>Other: The interest rate on the Prepayment Option Term Loan and the 6 Month Open Term Loan will differ from the Closed Term Loan</p>
<p>The aggregate of all outstanding Advances under this Facility shall at no time exceed the Facility Authorization for this Facility.</p> <p>Each Loan under this Facility shall be a separate Loan, shall be non-revolving and shall be permanently reduced by any repayments or payments by the Borrower.</p> <p>The Borrower shall give to BMO 5 Business Days notice with respect to any request for a Loan under this Facility.</p>	

BMO Corporate MasterCard

Facility # 2 - New	
Facility Authorization:	\$50,000.00 CAD
Type of Loan:	Corporate MasterCard ^{Â®*}
Purpose:	Operating Financing
Interest Rate:	As determined by Corporate MasterCard Agreement.
Repayments:	As determined by Corporate MasterCard Agreement.
Facility Fee:	As determined by Corporate MasterCard Agreement.
<small>Â®* MasterCard is a registered trademark of MasterCard International Incorporated. Used under license.</small>	



Overdraft Lending Product - CDN or USD

Facility # 3 - New	
Facility Authorization:	\$500,000.00 CAD
Type of Loan:	Operating Demand Loan
Purpose:	Operating Financing
Interest Rate:	Prime Rate plus 1.25%. Interest is calculated monthly in arrears, and payable monthly on the last day of each month. The Prime Rate in effect as of January 12, 2021 is 2.45%.
Repayments:	Repayable on demand
Facility Fee:	\$100.00 per month. This is the fee for the loan and does not include other account fees. Refer to our Better Banking Guide for other applicable fees.
Other Costs:	<p>BMO is not obliged to permit the Advances under this Facility to exceed the Facility Authorization.</p> <p>In the event the Advances under this Facility exceeds the Facility Authorization, the excess will bear interest at the Overdraft Rate, which is currently 21% per annum. BMO shall also be entitled to charge the Borrower a fee of 1% calculated on the amount of excess over the Facility Authorization or \$100, whichever is greater and a \$5 overdraft handling charge per item that creates or increases the excess.</p>



Conditions Precedent to Advances:

BMO will not be required to make any Advance to the Borrower unless and until each of the following conditions and each of the additional conditions precedent set out in Schedule C have been met to the entire satisfaction of BMO (at its sole discretion):

Conditions Precedent to be Obtained:

1. Evidence of repayment of all indebtedness not otherwise permitted under this Agreement, as applicable.
2. Receipt of all notices, certificates, directions, forms or other Documentation required in connection with an Advance.
3. Satisfactory review by BMO of insurance policies issued to the Borrower and each Guarantor, if any, and compliance with any changes required to satisfy BMO's insurance requirements

Security:

Each of the following documents, instruments, agreements and other assurances (collectively, the "**Security**") shall be delivered to BMO prior to any Advance of funds, in form and substance acceptable to BMO and its solicitors, acting reasonably:

Security to be Obtained:

1. \$3,283,000.00 Personal guarantee from MARK M MUZZIN, MARTY TURCO
2. Registered General Security Agreement ("GSA")/Moveable Hypothec ("Hypothec") providing BMO with a security interest/hypothec over all present and after-acquired personal/movable property of the Borrower with a First ranking charge over CDN Accounts Receivable, Inventory/Warehouse Receipts, Machinery and Equipment
3. Satisfactory receipt of LF9B - Assignment Postponement and Subordination of Advances from shareholders in the amount of \$2,605,000
4. Assignment of moneys which may become payable under fire insurance.

Government Guaranteed Loans:

1. Receipt of Documentation required under the Export Guarantee Program - Term Loan - CAD program and applicable legislation and receipt or confirmation of the EDC guarantee or insurance in form and substance satisfactory to BMO.

Any other documents, instruments or agreements as may be required by BMO, acting reasonably



Covenants:

As long as any Advance remains outstanding under or in connection with this Letter of Agreement, or so long as this Letter of Agreement remains in effect, the Borrower and any Guarantor will perform and comply with the covenants set out in Schedule A.

Financial Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following financial covenants, based on financial statements of the Borrower or applicable Guarantor:

Financial Covenant	Description	Requirement	Frequency
Debt service coverage ratio	(Net Income after Taxes + Interest + Depreciation + Amortization - Dividends) / (CPLTD + Interest) DSC to be maintained at minimum 1.25x beginning with 2021 Annual Review	Greater Than or Equal To 1.25	Annually
Other Testing	Other Testing Unfunded Cap-ex limited to \$50,000.00 annually without prior consent obtained from BMO	Less Than or Equal To \$50,000.00	Annually
Debt service coverage ratio	(Net Income after Taxes + Interest + Depreciation + Amortization - Dividends) / (CPLTD + Interest) In-House company prepared financial statements to be recieved quarterly to ensure DSC of 1.25x is being maintained.	Greater Than or Equal To 1.25	Quarterly

Additional Covenants:

In addition, the Borrower and each Guarantor, as applicable, will perform and comply with the following covenants:

1. Negative Covenants - No Shareholder Distributions unless bank approved



Terms and Conditions

Reporting Requirements:

Annual	Annually within 180 days of Fiscal Year end: <ul style="list-style-type: none">• Minimum Review Engagement Quality Financial Statements of Kingsville Brewing Company Inc.• Up to date personal net worth statements for the guarantors; upon request of BMO.
Quarterly	Quarterly within 25 days of Quarter end: <ul style="list-style-type: none">• Quarterly In-House Financial Statements to ensure DSC being maintained at 1.25x

A \$150 per month fee will be applied for non compliance with reporting requirements. The application of this fee does not waive the Default condition.

Prompt notification of management letters, Default notices, Litigation, and any other material events

Satisfactory evidence that all Taxes (including, without limitation, GST, HST, sales tax, withholdings, etc.) have been paid to date

Representations and Warranties:

The Borrower and each Guarantor, as applicable, makes the representations and warranties set out in Schedule B. All representations and warranties of the Borrower and any Guarantor, in addition to any representation or warranty provided in any document executed in connection with a Facility or any Security, shall be true and correct on the date of this Letter of Agreement and on the date of any Advance under a Facility.

Noteless Advances:

The Borrower acknowledges that the actual recording of the amount of any Advance or repayment thereof under the Facilities, and interest, fees and other amounts due in connection with the Facilities, in an account of the Borrower maintained by BMO, shall constitute prima facie evidence of the Borrower's indebtedness and liability from time to time under the Facilities; provided that the obligation of the Borrower to pay or repay any indebtedness and liability in accordance with the terms and conditions of the Facilities set out in this Letter of Agreement shall not be affected by the failure of BMO to make such recording. The Borrower also hereby acknowledges being indebted to BMO for principal amounts shown as outstanding from time to time in BMO's account records, and all accrued and unpaid interest in respect thereto, which principal and interest the Borrower hereby undertakes to pay to BMO in accordance with the terms and conditions applicable to the Facilities as set out in this Letter of Agreement.

Fees:

All costs and expense incurred by BMO in connection with this Letter of Agreement and the Facilities (including without limitation all legal, appraisal and consulting fees), and the enforcement of the Security are for the account of the Borrower.

A one-time fee ("Fee") of \$5,000.00 is payable by the Borrower to BMO upon acceptance of this Letter of Agreement. This fee is deemed to be earned by BMO upon acceptance of this Letter of Agreement, to compensate for time, effort and expense incurred by BMO in authorizing these Facilities.

Credit renewal fees will be payable as advised by BMO annually; at the date of this letter such fees are estimated to be \$1,500.00. All fees payable under this Letter of Agreement shall be paid to BMO on the dates due, in immediately available funds. Fees paid shall not be refundable except in the case of manifest error in the calculation of any fee payment.



Banking Services:

The Borrower shall maintain its bank accounts, solely with BMO. Borrower acknowledges that the pricing (including interest, fees and charges) contained in this Letter of Agreement is contingent on the Borrower maintaining all of its operating accounts with BMO. In the event the Borrower does not do so, BMO may, at any time, in its sole discretion and without any requirement to obtain the agreement of, or provide prior notice to the Borrower, increase such pricing.

Treasury & Payment Solutions:

BMO will provide Non-Credit and treasury & payment solutions to the Borrower. A Treasury & Payment Specialist will contact the Borrower to implement BMO's On-Line Banking for Business platform (OLBB) and discuss additional treasury & payment features such as Electronic Funds Transfer (EFT), Wire Payments, BMO DepositEdge® and Moneris® Payment Processing Solutions. BMO's objective is to provide a package of services that are tailored to meet both the current and future needs of the Borrower in a cost efficient operating environment.

Commercial Loan Insurance Plan:

You understand that unless you submit an Application for Commercial Loan Insurance Plan ("Application"), and it has been approved by Canada Life as the insurer, you will not be covered under the Commercial Loan Insurance Plan for any facilities under this Letter of Agreement and would be ineligible to submit a claim should you undergo an insurable event.

Counterparts; Electronic Transmissions:

This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. Any counterpart of this Agreement may be executed and circulated by facsimile, PDF or other electronic means and any counterpart executed and circulated in such a manner shall be deemed to be an original counterpart of this Agreement. All counterparts shall be construed together and shall constitute one and the same original agreement.

Governing Law:

Ontario and the federal Laws of Canada applicable therein.

Schedules:

The following Schedules are attached to and form part of this letter of agreement:

Schedule A – Covenants

Schedule B – Representations and Warranties

Schedule C – Conditions Precedent to Advances

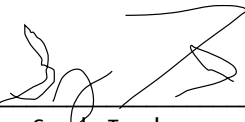


Agreement and Consent

In accepting this Letter of Agreement you acknowledge that if, in the opinion of BMO, a material adverse change in risk occurs including, without limitation, any material adverse change in the financial condition, business, property or prospects of the Borrower or any Guarantor, the rights and remedies of BMO, or the ability of the Borrower or any Guarantor to perform its Obligations to BMO, any obligation to Advance some or all of the above Facilities may be withdrawn or cancelled.

Please indicate your acceptance of the terms and conditions hereof by signing and returning one copy of this Letter of Agreement (and making payment of the above noted fee, if applicable) to BMO no later than January 29, 2020. If your acceptance of this Letter of Agreement is not received by BMO by that date, BMO shall not be required to proceed with any of the Facilities.

Yours truly,
BANK OF MONTREAL

By: 
Name: Sandy Towle
Title: Senior Relationship Manager

Accepted and agreed to this 14 day of Jan, 2021
(Day) (Month) (Year)

BORROWER

KINGSVILLE BREWING COMPANY INC.

Signature: 
Name: Marty Turco
Title: Founder

Signature: 
Name: Mark Muzzin
Title: Co Founder



GUARANTORS


MARTY TURCO

Signature: _____

Name: MARTY TURCO

Witness Signature: _____

Witness Name: _____


Kelly Turco

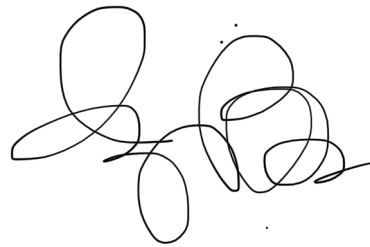
MARK M MUZZIN

Signature: _____

Name: MARK M MUZZIN

Witness Signature: _____

Witness Name: _____



Izabela Muzzin





SCHEDULE A

COVENANTS

1. Payment of all indebtedness due to BMO in connection with this Letter of Agreement or any Facility.
2. Maintenance of corporate existence and status, if applicable.
3. Payment of all Taxes when due (including, without limitation, corporate, GST, HST, sales tax and withholding).
4. Compliance with all material Laws, regulations and applicable permits or Approvals (including health, safety and employment standards, labour codes and environmental Laws).
5. Compliance with all material agreements.
6. Use of proceeds to be consistent with the approved purpose.
7. Notices of death of Borrower or Guarantor, Default, material Litigation, and regulatory proceedings to be provided to BMO on a timely basis.
8. Access by BMO to books and records; BMO to have right to inspect property to which its security applies.
9. No assumption of additional indebtedness or guarantee Obligations by Borrower without prior written consent of BMO.
10. No liens or encumbrances on any assets except with the prior written consent of BMO.
11. No change of control or ownership of the Borrower without the prior written consent of BMO.
12. No disposition of property or assets (except in the ordinary course of business) without the prior written consent of BMO.
13. No material acquisitions, hostile takeovers, mergers or amalgamations without BMO's prior written approval.
14. [For multiple currencies]:

If, for the purposes of obtaining judgment in any court in any jurisdiction with respect to this Letter of Agreement, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under this Letter of Agreement in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose "rate of exchange" means the rate at which BMO is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its principal office in Toronto, Ontario. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which the judgment is given and the date of receipt by BMO of the amount due, the Borrower will, on the date of receipt by BMO, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by BMO on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by BMO is the amount then due under this Letter of Agreement in the Currency Due. If the amount of the Currency Due which BMO is so able to purchase is less than the amount of the Currency Due originally due to it, the Borrower and each Guarantor jointly and severally (solidarily) agree to indemnify BMO from and against any and all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other Obligations contained in this Letter of Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by BMO from time to time and shall continue in full force and effect notwithstanding any judgment or order in respect of an amount due under this Letter of Agreement or under any judgment or order.



SCHEDULE B

REPRESENTATIONS AND WARRANTIES

1. It has the corporate status, power and authority to enter into this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party, and to perform its Obligations hereunder and thereunder.
2. It is in compliance with all applicable Laws (including environmental Laws) and its existing agreements.
3. Except as otherwise disclosed to BMO in writing, no consent or approval of, registration or filing with, or any other action by, any governmental authority is required in connection with the execution, delivery and performance by it of this Letter of Agreement and any agreement executed in connection with a Facility or any Security to which it is a party.
4. All factual information that has been provided to BMO for purposes of or in connection with this Letter of Agreement or any transaction contemplated herein is true and complete in all material respects on the date as of which such information is dated or certified.
5. No event, development or circumstance has occurred that has had or could reasonably be expected to have a Material Adverse Effect on the business, assets, operations or condition, financial or otherwise, of the Borrower or any Guarantor.
6. There is no material Litigation pending against it or, to its knowledge, threatened against or affecting it.
7. It has timely filed or caused to be filed all required tax returns and reports and has paid or caused to be paid all required Taxes.
8. It has good and marketable title to its properties and assets including ownership of and/or sufficient rights in any material intellectual property.
9. It has complied with all Obligations in connection with any pension plan which it has sponsored, administered or contributed to, or is required to contribute to including, without limitation, registration in accordance with applicable Laws, timely payment of all required contributions or premiums, and performance of all fiduciary and administration Obligations.
10. It maintains insurance policies and coverage that provides sufficient insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons in the same or a similar business.
11. It is not in Default nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a Default under any loan, credit or security agreement, or under any material instrument or agreement, to which it is a party.



SCHEDULE C

ADDITIONAL CONDITIONS PRECEDENT TO ADVANCES

1. Delivery and review of the articles or other constating documents, by-laws, certified resolutions, shareholder agreements (if any) and good standing or equivalent certificates of each Credit Party demonstrating corporate or organisational status, due capacity and sufficient authority.
2. Delivery of a duly executed copy of the Documentation.
3. Review of all necessary Approvals.
4. Review of all Material Contracts.
5. Review of all information necessary for BMO to comply with all legal and internal requirements in respect of anti-money laundering and proceeds of crime legislation and “know your customer” requirements.
6. Review (as to covered risks, amounts, periods, renewals, issuer(s), named insured(s), beneficiaries, loss payees, caps, standard mortgage and similar clauses, conditions, exclusions and otherwise) by BMO (or its agents) of all insurance policies issued to the Credit Parties.
7. Completion of all due diligence required by BMO in respect of the Credit Parties and their respective business, operations, assets, property and undertaking (including lien, Litigation and solvency searches, as well as real property, insurance, tax, pension and environmental diligence, in each case where and as applicable).
8. Confirmation that all representations, warranties and other declarations made by the Credit Parties under each of the Documentation are true, complete and accurate at the time made or deemed made (including at the time of any Advance).
9. Confirmation that, since the most recent financial statements provided to BMO, no event or series of events has occurred or failed to occur which would reasonably be expected to have, either singly or in the aggregate, a Material Adverse Effect.
10. Confirmation that no Default shall have occurred or be continuing.
11. Payment of all fees, costs, charges, expenses and other amounts then owing under the Documentation.
12. Any other document or action that BMO may reasonably require.



SCHEDULE D

DEFINITIONS

“Advance” means an advance, continuation or conversion (where applicable) of any loan or credit extended under this Agreement.

“Approvals” means, collectively, all material governmental, regulatory, third party or other approvals, authorizations, consents, rights, titles, interests, franchises, licenses, permits, privileges, qualifications and the like, and orders, registrations, declarations, publications, recordings, filings, notices and such other actions which, in each case, are necessary or desirable (i) for the ownership, lease, operation and normal conduct of the business, property, undertaking and assets of any Credit Party, or (ii) under or in connection with the Facilities and the Documentation (including the execution, delivery, performance, validity, enforceability and perfection (opposability) thereof).

“Credit Parties” means, collectively, the Borrower(s) and the Guarantor(s).

“Default” means a breach or default or event which, with the giving of notice or the passage of time or both, would constitute a breach or a default (whether as to the performance or fulfilment of any representations, warranties, covenants, obligations or other provisions thereunder) under the applicable documentation (including the Documentation).

“Documentation” means, collectively, this Agreement, the Guarantee and Security (set forth below) and all other agreements and documents required to be delivered in connection with the Facilities or the transactions contemplated hereby.

“including” means including but without limitation.

“Laws” means all laws, statutes, regulations, rules, codes, orders, ordinances, treaties, conventions, judgements, awards, determinations, directives, orders and decrees applicable to a Credit Party, its business or its property, undertaking and assets, including, without limitation, environmental laws and pension plan and other employee plan matters.

“Litigation” means any judgment, writ of execution, order, notice of deficiency, injunction or directive rendered, and any notice of infraction, action, suit, proceeding or investigation pending or threatened, in each case against a Credit Party or any of its property or assets.

“Material Contracts” means any contract or agreement entered into by any Credit Party in respect of which any material breach or default or any termination or non-renewal would reasonably be expected to have a Material Adverse Effect under clause (i) or (ii) of the definition thereof, as such contracts or agreements may be amended, supplemented, restated, replaced or otherwise modified from time to time to the extent permitted under the Documentation.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, results of operations, prospects or condition (financial or otherwise) of any Credit Party, (ii) the ability of each Credit Party to perform its obligations under the Documentation, or (iii) the legality, validity, binding nature or enforceability of the rights, remedies or recourses of BMO under any of the Documentation.

“Obligations” means all debts, liabilities and obligations owed to BMO under or in connection with the Facilities, this Letter of Agreement or any other Documentation (in principal, interest, fees, premiums, penalties, costs, losses, expenses and other charges).



"Prime Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on Canadian dollar loans made to its customers in Canada and designated as its prime rate.

"Taxes" means all taxes, duties, assessments, imposts, levies and similar charges and claims imposed upon a Credit Party, its income or profits, or upon any properties belonging to it (including, without limitation, corporate, GST, HST, sales tax, real property taxes and other withholdings, deductions and related liabilities).

"US Base Rate" means the rate of interest announced from time to time by BMO as its reference rate then in effect for determining rates of interest charged on U.S. Dollar loans made to its customers in Canada and designated as its U.S. base rate.



EXHIBIT B

Exhibit "B"

**to the affidavit of Mark Muzzin
affirmed the 27th day of November, 2024.**



A Commissioner, etc.

[CRA Notice of Assessment dated August 21, 2024]



SEP 03 2024

Summerside PE C1N 5Z7

000000870

KINGSVILLE BREWING COMPANY INC
MNP LTD.
201 - 557 SOUTHDALE RD E
LONDON ON N6E 1A2

Notice details

Account number 77142 9321 RP0001

Tax year 2024

Date issued Aug 21, 2024

Notice of assessment: Canada and Ontario

This is your notice of assessment for KINGSVILLE BREWING COMPANY INC.. Go to the **Assessment details** section for more information.

Thank you,

Bob Hamilton
Commissioner of Revenue

Account balance

You have a debit balance.

Balance: \$310,588.60

Payment options

You can pay:

- online
- by mail to CRA

For more information, go to the **How do you pay?** section of this notice.

Notice details

Account number	77142 9321 RP0001
----------------	-------------------

Tax year	2024
----------	------

Date issued	Aug 21, 2024
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KINGSVILLE BREWING COMPANY INC
MNP LTD.
201 - 557 SOUTHDAL RD E
LONDON ON N6E 1A2

Assessment details

The summary table shows your previous arrears account balance, a breakdown of this assessment and the new arrears account balance.

Summary

Description	\$ Amount assessed	\$ Amount	CR/DR
Previous arrears account balance		286,284.79	DR
Federal tax	2,726.44		
Provincial tax Ontario	926.98		
Canada Pension Plan	7,964.14		
Second Canada Pension Plan	0.00		
Employment insurance	9,494.04		
Penalty	2,111.16		
Interest	1,081.05		
Current amount assessed		24,303.81	DR
Balance		310,588.60	DR

Explanation of changes and other important information

We charged you for a failure to remit.

You must pay the balance shown on this notice right away. If you do not, we may have to take legal action without further notice.

More information

If you need more information, go to **canada.ca/payroll** or call the business enquiries line at **1-800-959-5525**.

To access and manage your payroll account, go to **canada.ca/my-cra-business-account**. Authorized employees or representatives can access accounts online on behalf of their employer or clients. To log in or register, go to **canada.ca/taxes-representatives**.

If you want to register a formal dispute:

Go to **canada.ca/cra-complaints-disputes**. You have 90 days from the date of this notice to register your dispute.

Definitions

For arrears account balances, a **debit** (DR) increases your amount owing and a **credit** (CR) decreases your amount owing.

Help for persons with hearing, speech or visual impairments

You can get this notice in braille, large print, electronic text or audio format. For more information about other formats, go to **canada.ca/cra-multiple-formats**.

If you use a teletypewriter, you can get tax information by calling **1-800-665-0354**.

How do you pay?

- online or by phone using a Canadian financial institution's services
- online at **canada.ca/cra-my-payment**
- online by setting up a pre-authorized debit agreement at **canada.ca/my-cra-business-account**
- in person at your Canadian financial institution or, for a fee, at a Canada Post retail outlet (cash or debit only)

For more information on how to make a payment, go to **canada.ca/payments**.

If you cannot pay in full and you would like more information, go to **canada.ca/cra-collections**. To discuss a payment arrangement, call us at **1-877-548-6016**, Monday to Friday (except holidays) from 7:00 a.m. to 11:00 p.m. Eastern time.

Fraudulent communications (scams)

The CRA is committed to protecting the personal information of taxpayers and benefit recipients. We will never ask you to give us personal information of any kind by email, text message, or by clicking on a link. Nor will we ask you to pay your balance through the use of a pre-paid credit card. For more information about how to recognize scams and protect yourself, go to **canada.ca/taxes-security**.



Summerside PE C1N 5Z7

Notice details

Account number 77142 9321 RP0001

Tax year 2024

Date issued Aug 21, 2024

KINGSVILLE BREWING COMPANY INC
MNP LTD.
201 - 557 SOUTHDAL RD E
LONDON ON N6E 1A2

PD7D E (24)X



Canada Revenue
Agency

Agence du revenu
du Canada

Source deductions arrears remittance voucher
Pay online or at your financial institution



Protected B
when completed
PD7D E (24)X

Summerside PE C1N 5Z7
1231

Account Number

04

77142 9321 RP0001

Amount Paid

KINGSVILLE BREWING COMPANY INC
MNP LTD.
201 - 557 SOUTHDAL RD E
LONDON ON N6E 1A2

0622080004000000771429321RP00010000000000310588600622086

1122041171

96

Amount of payment

Teller's stamp

Convert to electronic payment

Personal information is collected under the Income Tax Act (ITA) and is used to verify compliance with obligations related to withholding, remitting, reporting and filing. It may also be used for any other purpose as authorized by the ITA. It may be shared or verified with other federal, provincial/territorial government institutions in accordance with sharing agreements. A refusal to provide the information may result in penalties, interest payable or other actions. Personal information is described in CRA PPU 120 and is protected under the Privacy Act. Individuals have a right of protection, access to and correction or notation of their personal information and to file a complaint with the Privacy Commissioner of Canada regarding our handling of their information.

Teller's stamp

Convert to electronic payment

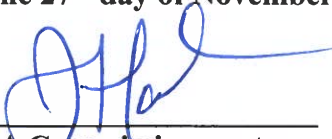
CANADA REVENUE AGENCY
PO BOX 3800 STN A
SUDBURY ON P3A 0C3

We will charge you a fee for any dishonoured payment.
Do not fold this voucher or use staples, paper clips, or tape.
Use this remittance voucher, not a photocopy.
Do not send us cash.

EXHIBIT C

Exhibit “C”

**to the affidavit of Mark Muzzin
affirmed the 27th day of November, 2024.**



A Commissioner, etc.

[List of KBC stakeholders]

List of KBC Stakeholders

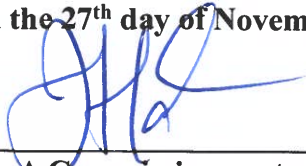
Payables Summary As at July 9, 2024	
Name	Total Due
Abell Pest Control	299.48
A-Lift Truck Repair	361.54
Allsop Plumbing Inc	3,039.71
Anna's Garden Home & Wellness	1,882.39
Anton Parr	2,300.06
Behind the Wood	1,333.10
Beverage Merchandising Group Inc.	454.06
Brewery Installation & Maintenance Services	49,323.31
Butcher of Kingsville	32,023.63
Catrini Custom Heating & Cooling	665.01
CFT	4,061.23
Cogeco - 15 Main St West	650.65
Coxon's Sales & Rentals Ltd.	2,214.80
Canada Revenue Agency	286,284.79
Creekview Heating	14,305.80
Criveller Company Canada	1,124.39
David Halliwill Client Loan	200,000.00
David Halliwill Personal	60,000.00
DMM Packaging	13,171.94
Doug Coleman Trucking	3,086.44
Drink Logistics Inc.	6,934.37
Ecolab Co.	3,354.69
ELK Energy - 140 Park St	14,793.92
Elk Energy - 15 Main St West	5,894.45
Enbridge - 140 Park	8,184.28
Enbridge - 15 Main West	926.57
Escarpment Labs	1,800.00
Fire Safety by Moose Inc.	548.90
Germaine Restaurant Supply	6,814.32
GFL Environment	325.40
GlobalTranz	6,020.00
Gordon Food Service Canada Ltd.	21,186.57
Greenfield Global	156.81
Heuft USA Inc.	10,103.39
IMS	9,199.19
KMJ Industrial Contractors	500.00
Lacasse SPG	966.15

Linde	2,682.29
Livingston	950.46
Main St Property Investment Corp	7,910.00
McDraught	303.11
MNP	203,190.00
Morrice Transportation	5,284.96
New Wave Electrical Ltd.	5,042.26
Nikomerce	4,999.00
Ontario Ministry of Finance (Wine and Beer Tax)	31,646.72
Ontario Small Brewers Association Inc.	559.36
Profile Wine Group	10,409.87
R Circle	8,695.00
REA Elektronik Canada Ltd.	206.79
Ska Fabricating Inc.	1,000.00
Speed Print	932.25
SWIG - Spirits Wine Information Group Inc.	1,081.44
Sysco Southwestern Ontario	1,375.32
TBS - The Beer Store	15,512.69
Tourism Windsor Essex	282.50
Town of Kingsville	1,424.45
Town of Kingsville - Water	92.96
Uline	561.81
Vines to Vintages Inc.	469.84
VNDR Beverage Inc.	1,854.56
Williams Food Equipment	2,009.43
Total outstanding:	1,082,768.41

EXHIBIT D

Exhibit "D"

**to the affidavit of Mark Muzzin
affirmed the 27th day of November, 2024.**



A Commissioner, etc.

[Notice of Discontinuance dated July 11, 2024]

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

BANK OF MONTREAL

Plaintiff

- and -

MARK MUZZIN and MARTY TURCO

Defendants

NOTICE OF DISCONTINUANCE

The plaintiff wholly discontinues this action against the defendants, Mark Muzzin and Marty Turco.

July 11, 2024

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSO#: 29008M
tvanklink@millerthomson.com
Tel: 519.931.3509
Fax: 519.858.8511

**Lawyers for the Plaintiff,
Bank of Montreal**

TO: Mark Muzzin
839 Lawndale Avenue
Kingsville, ON N9Y 3S5
Email: mark@kingsvillebrewingco.ca

AND TO: Marty Turco
305 Point Louise Drive
Sault Ste. Marie, ON P6A 5K6
Email : marty.turco@icloud.com

BANK OF MONTREAL

and

MARK MUZZIN and MARTY TURCO

Plaintiff

Defendants

Court File No.: 23-00002473-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at LONDON

NOTICE OF DISCONTINUANCE

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSO#: 29008M

tvanklink@millerthomson.com

Tel: 519.931.3509

Fax: 519.858.8511

**Lawyers for the Plaintiff,
Bank of Montreal**

BANK OF MONTREAL

and

KINGSVILLE BREWING
COMPANY INC.

Court File No: CV-23-00032284-0000

Applicant

Respondent

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at WINDSOR

MOTION RECORD

**PEARSALL, MARSHALL, HALLIWILL
& SEATON LLP**

22 Queens Avenue
Leamington, ON N8H 3G8

MICHAEL DI RISIO

LSO No.: 90984B
Tel: (519) 800-4238
Email: mdirisio@hs-llp.com

Lawyers for the Respondent,
Kingsville Brewing Company Inc.

APPENDIX D

Kingsville Brewing Company Inc. ("KBC")
Receiver's Consolidated Interim Statement of Receipts and Disbursements

	Note	As at November 30, 2024
Receipts		
Receiver sales	1	768,789
Accounts receivable	1	118,622
Miscellaneous refund		314
HST collected	1	99,943
Total Receipts		987,667
Disbursements	2	
Change of locks		(145)
Security		(1,240)
Other miscellaneous disbursements		(2,889)
Telephone		(4,211)
Bank charges		(5,325)
Advertising		(6,776)
Professional fees		(7,413)
Appraisal fees		(11,340)
Repairs and maintenance		(12,411)
Vehicle finance payment		(15,238)
Software fee		(20,806)
Insurance		(45,364)
Freight and courier		(47,166)
Utilities		(66,944)
HST paid		(76,473)
Rent (building and trailer)		(244,219)
Production and restaurant purchases		(406,764)
Employee wages and benefits		(615,385)
Total Disbursements		(1,590,110)
Advance from Guarantor	3	1,003,428
Net Cashflow		400,985
Opening cash balance		33,639
Closing cash balance		434,624
Accrued and Final Costs	4	
Independent Legal Counsel	5	(8,520)
Receiver	5	(465,000)
Estimated operating deficit to January 31, 2025	6	(97,184)
HST on accrued costs		(74,192)
Total accruals and provisional costs		(644,896)
Funds Required to Finalize Administration		(210,272)

Notes:

- 1) Sales, accounts receivable and HST collected: Unless otherwise stated, sales to November 30, 2024 based on net sale receipts deposited to KBC or Receiver's bank account. Sales allocation by product/division is best estimate only. Awaiting information from KBC management to confirm correct allocation of post-August 22, 2023 sale receipts.
- 2) Disbursements: Unless otherwise stated, disbursement to November 30, 2024 based on actual disbursements paid from KBC or Receiver's bank account.
- 3) Advance from Guarantor and Stakeholders: Non-recurring advances from Guarantors and Stakeholders.
- 4) Accrued and final costs: Does not include accrual for government taxes, sources deductions or workplace insurance premiums (which the Receiver understands KBC has made arrangements to pay directly).
- 5) Professional fees: Based on invoices issued to November 30, 2024 plus Estimated Fee Accrual.
- 6) Estimated operating deficit: No accrual for raw good purchases, service or supply. Receipts assumptions for pro forma period December 1, 2024 to January 31, 2025 based on average weekly sales receipts for November 2024. Disbursement assumption for pro forma period December 1, 2024 to January 31, 2025 based on average weekly disbursements for November 2024.

APPENDIX E

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

B E T W E E N:

BANK OF MONTREAL

Plaintiff

and

KINGSVILLE BREWING COMPANY INC.

Defendants

AFFIDAVIT OF ROB SMITH

(December 9, 2024)


I, Rob Smith, of the city of London, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Senior Vice President and Licensed Insolvency Trustee at MNP Ltd. ("MNP") and, as such, I have knowledge of the matters to which I hereinafter depose.
2. MNP was appointed as receiver (the "Receiver"), without security, of the assets, undertakings and properties of Kingsville Brewing Inc. by the Ontario Superior Court of Justice on August 22, 2023.
3. The Receiver has prepared one Statement of Account in connection with its appointment as Receiver, detailing its services rendered and disbursements. The invoice is dated December 9, 2024 for the period since appointment to November 30, 2024 in the amount of \$440,000 plus HST. Attached hereto and marked as Exhibit "A" to this my Affidavit, is a copy of the Statement of Account. The average hourly rate is \$459.00.

4. To the best of my knowledge the rates charged by MNP in connection with the within matter are comparable to the rates charges by other insolvency professionals in the Southwestern Ontario market for the provision of similar services.

5. This Affidavit is made in support of a motion to, inter alia, approve the fees and disbursements of the Receiver.

SWORN before me at the City of)
London, in the Province of Ontario)
This 9th day of December 2024)

)
)

Melanie Fuller, Commissioner of Oaths
For the Province of Ontario
MNP Ltd.
Expires March 20, 2025



Rob Smith

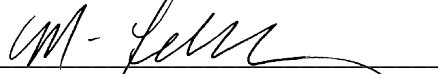
Attached is Exhibit "A"

Referred to in the

AFFIDAVIT OF ROB SMITH

Sworn before me

This 9th Day of December 2024

A handwritten signature in black ink, appearing to read 'M. Fuller', is written over a horizontal line.

Melanie Fuller, Commissioner of Oaths

For the Province of Ontario

MNP Ltd.

Expires March 20, 2025

Invoice



Invoice Number : 12047630

Client Number : 1006818

Invoice Date : Dec 10 2024

Invoice Terms : Due Upon Receipt

Mark Muzzin
Kingsville Brewing Company Inc.
140 Park Street
Kingsville, ON N9Y 1N5

For Professional Services Rendered :

Interim invoice for Professional Services rendered as Court Appointed Receiver of Kingsville Brewery Inc to November 30, 2024, as detailed on the attached MNP WIP Report. 440,865.00

Plus Disbursements 1,842.16

Less: Discretionary Discount -2,707.16

Sub Total : 440,000.00

Harmonized Sales Tax : 57,200.00

Total (CAD) : 497,200.00

HST Registration Number : 103697215 RT 0001

Invoices are due and payable upon receipt.

Continued on page ...2

Thank you for your business. We sincerely appreciate your trust in us.

Licensed Insolvency Trustees
557 SOUTHDAL RD E, SUITE 201; LONDON ON; N6E 1A2
P: (519) 964-2200 F: (519) 964-2210 www.MNPDebt.ca

Invoice



Invoice Number : 12047630

Client Number : 1006818

Invoice Date : Dec 10 2024

Invoice Terms : Due Upon Receipt

Mark Muzzin
Kingsville Brewing Company Inc.
140 Park Street
Kingsville, ON N9Y 1N5

...Continued from page 1

Payment Options:

We strongly encourage all clients to remit payments through online bill payment or EFT, which helps ensure remittances are received and processed in a timely manner. Payment options are as follows:

Online (at most Canadian financial institutions): Please select MNP LTD as payee and reference client number: 1006818

Electronic Wire or EFT: BMO, 595-8 Avenue SW, Calgary, AB T2P 1G1

Account Name: MNP LTD

Transit No: 001-00109 Account: 1283302 Swift Code: BOFMCAM2

Email payment details, including invoice number 12047630 and amount paid to: payments@mnpc.ca

By Cheque: Please make cheques payable to MNP LTD and reference invoice number 12047630. Remit to 557 Southdale Rd E, Suite 201; London ON; N6E 1A2

In Person: Payments can be made in person at your local MNP office

Thank you for your business. We
sincerely appreciate your trust in us.

Licensed Insolvency Trustees
557 SOUTHDAL RD E, SUITE 201; LONDON ON; N6E 1A2
P: (519) 964-2200 F: (519) 964-2210 www.MNPDebt.ca

Recievership of Kingsville Brewing Company Inc.
MNP WIP Report
As at November 30, 2024

Date	Description	Units	Amount	Notes
07-Sep-2023	Anne Nelligan	0.2	41.20	setup new bank account
11-Sep-2023	Anne Nelligan	0.3	61.80	cheques
12-Sep-2023	Anne Nelligan	0.1	20.60	email about e-transfer and deposit
13-Sep-2023	Anne Nelligan	0.5	103.00	payroll cheques
13-Sep-2023	Anne Nelligan	0.4	82.40	banking issues
18-Sep-2023	Anne Nelligan	0.2	41.20	cheques
19-Sep-2023	Anne Nelligan	0.3	61.80	postings
20-Sep-2023	Anne Nelligan	0.1	20.60	posting
21-Sep-2023	Anne Nelligan	0.1	20.60	posting
21-Sep-2023	Anne Nelligan	0.3	61.80	cheques and EFT
25-Sep-2023	Anne Nelligan	0.3	61.80	postings
26-Sep-2023	Anne Nelligan	0.1	20.60	posting
26-Sep-2023	Anne Nelligan	1.0	206.00	payroll cheques and posting EFT's
28-Sep-2023	Anne Nelligan	0.4	82.40	postings and cheque
28-Sep-2023	Anne Nelligan	0.1	20.60	posting
29-Sep-2023	Anne Nelligan	0.4	82.40	postings
29-Sep-2023	Anne Nelligan	0.1	20.60	posting
02-Oct-2023	Anne Nelligan	0.2	41.20	cheques
02-Oct-2023	Anne Nelligan	0.2	41.20	postings
03-Oct-2023	Anne Nelligan	0.3	61.80	posting
04-Oct-2023	Anne Nelligan	0.2	41.20	postings
04-Oct-2023	Anne Nelligan	0.1	20.60	posting
05-Oct-2023	Anne Nelligan	0.2	41.20	postings
06-Oct-2023	Anne Nelligan	0.2	41.20	postings
10-Oct-2023	Anne Nelligan	0.3	61.80	posting and cheques
10-Oct-2023	Anne Nelligan	0.6	123.60	banking
10-Oct-2023	Anne Nelligan	0.4	82.40	postings
11-Oct-2023	Anne Nelligan	1.5	309.00	payroll
12-Oct-2023	Anne Nelligan	0.2	41.20	posting deposit and EFT
13-Oct-2023	Anne Nelligan	0.1	20.60	cheque
16-Oct-2023	Anne Nelligan	0.3	61.80	cheques
16-Oct-2023	Anne Nelligan	0.3	61.80	posting
17-Oct-2023	Anne Nelligan	0.2	41.20	review banking
19-Oct-2023	Anne Nelligan	0.2	41.20	postings
23-Oct-2023	Anne Nelligan	0.3	61.80	cheques
23-Oct-2023	Anne Nelligan	0.4	82.40	posting
24-Oct-2023	Anne Nelligan	0.8	164.80	posting and cheques and half of payroll
25-Oct-2023	Anne Nelligan	0.3	61.80	payroll
26-Oct-2023	Anne Nelligan	0.3	61.80	postings
27-Oct-2023	Anne Nelligan	0.2	41.20	posting
27-Oct-2023	Anne Nelligan	0.3	61.80	saving documents
30-Oct-2023	Anne Nelligan	0.2	41.20	cheques
30-Oct-2023	Anne Nelligan	0.2	41.20	cheques and posting
31-Oct-2023	Anne Nelligan	0.6	123.60	banking
01-Nov-2023	Anne Nelligan	0.2	41.20	posting
02-Nov-2023	Anne Nelligan	0.2	41.20	saving documents
03-Nov-2023	Anne Nelligan	0.2	41.20	posting
07-Nov-2023	Anne Nelligan	0.3	61.80	cheques

Date	Description	Units	Amount	Notes
07-Nov-2023	Anne Nelligan	0.9	185.40	payroll and EFT's
08-Nov-2023	Anne Nelligan	0.3	61.80	postings
13-Nov-2023	Anne Nelligan	0.2	41.20	cheque and posting
14-Nov-2023	Anne Nelligan	0.3	61.80	cheques and posting
15-Nov-2023	Anne Nelligan	0.3	61.80	changes for bank rec
15-Nov-2023	Anne Nelligan	0.2	41.20	posting of fees
15-Nov-2023	Anne Nelligan	0.1	20.60	posting cheque
16-Nov-2023	Anne Nelligan	0.3	61.80	corrections and postings
16-Nov-2023	Anne Nelligan	0.3	61.80	posting of cheques
17-Nov-2023	Anne Nelligan	0.3	61.80	cheque and postings
17-Nov-2023	Anne Nelligan	0.4	82.40	postings
21-Nov-2023	Anne Nelligan	1.0	206.00	payroll and chq's
23-Nov-2023	Anne Nelligan	0.2	41.20	posting
24-Nov-2023	Anne Nelligan	0.2	41.20	cheques and posting
27-Nov-2023	Anne Nelligan	0.2	41.20	cheques
27-Nov-2023	Anne Nelligan	0.3	61.80	cheques
29-Nov-2023	Anne Nelligan	0.2	41.20	postings
30-Nov-2023	Anne Nelligan	0.4	82.40	postings and cheques
01-Dec-2023	Anne Nelligan	0.2	41.20	postings
04-Dec-2023	Anne Nelligan	0.2	41.20	postings
04-Dec-2023	Anne Nelligan	0.3	61.80	posting
05-Dec-2023	Anne Nelligan	0.2	41.20	posting
06-Dec-2023	Anne Nelligan	0.6	123.60	postings void cheque
07-Dec-2023	Anne Nelligan	0.2	41.20	posting
07-Dec-2023	Anne Nelligan	0.2	41.20	cheques
08-Dec-2023	Anne Nelligan	0.5	103.00	cheques and emails with Brendan
08-Dec-2023	Anne Nelligan	0.3	61.80	posting and payroll
11-Dec-2023	Anne Nelligan	0.2	41.20	posting and cheques
12-Dec-2023	Anne Nelligan	0.2	41.20	posting
12-Dec-2023	Anne Nelligan	0.2	41.20	postings
13-Dec-2023	Anne Nelligan	0.2	41.20	postings
14-Dec-2023	Anne Nelligan	1.0	206.00	payroll, tipouts and eft's
15-Dec-2023	Anne Nelligan	0.5	103.00	postings
18-Dec-2023	Anne Nelligan	0.2	41.20	cheques
18-Dec-2023	Anne Nelligan	0.3	61.80	posting
18-Dec-2023	Anne Nelligan	0.3	61.80	saving documents
19-Dec-2023	Anne Nelligan	0.2	41.20	posting
20-Dec-2023	Anne Nelligan	0.2	41.20	posting
20-Dec-2023	Anne Nelligan	1.0	206.00	posting payroll and cheques
21-Dec-2023	Anne Nelligan	0.4	82.40	postings
22-Dec-2023	Anne Nelligan	0.5	103.00	posting and chq's
22-Dec-2023	Anne Nelligan	0.4	82.40	posting and bank deposit
02-Jan-2024	Anne Nelligan	0.5	103.00	posting wires and EFT's
04-Jan-2024	Anne Nelligan	0.5	103.00	posting and looking over file
05-Jan-2024	Anne Nelligan	0.5	103.00	payroll posting
05-Jan-2024	Anne Nelligan	0.2	41.20	posting
08-Jan-2024	Anne Nelligan	0.2	41.20	posting
11-Jan-2024	Anne Nelligan	0.2	41.20	posting
12-Jan-2024	Anne Nelligan	0.5	103.00	posting and payroll for Jan 15
15-Jan-2024	Anne Nelligan	0.2	41.20	postings
16-Jan-2024	Anne Nelligan	0.2	41.20	posting
17-Jan-2024	Anne Nelligan	0.2	41.20	posting

Date	Description	Units	Amount	Notes
19-Jan-2024	Anne Nelligan	0.5	103.00	posting EFT's and payroll
22-Jan-2024	Anne Nelligan	0.2	41.20	posting
23-Jan-2024	Anne Nelligan	0.4	82.40	cheques
25-Jan-2024	Anne Nelligan	0.2	41.20	posting
30-Jan-2024	Anne Nelligan	0.6	123.60	cheques and EFT posting
01-Feb-2024	Anne Nelligan	1.0	206.00	posting eft's and payroll
06-Feb-2024	Anne Nelligan	0.5	103.00	posting cheques
07-Feb-2024	Anne Nelligan	0.1	20.60	posting deposit
08-Feb-2024	Anne Nelligan	0.3	61.80	postings
12-Feb-2024	Anne Nelligan	0.2	41.20	posting
13-Feb-2024	Anne Nelligan	0.1	20.60	posting
15-Feb-2024	Anne Nelligan	0.2	41.20	cheques
15-Feb-2024	Anne Nelligan	0.1	20.60	EFT Posting and payroll
20-Feb-2024	Anne Nelligan	0.3	61.80	postings
21-Feb-2024	Anne Nelligan	0.2	41.20	cheques
22-Feb-2024	Anne Nelligan	0.3	61.80	saving banking documents
23-Feb-2024	Anne Nelligan	0.3	61.80	postings
26-Feb-2024	Anne Nelligan	0.2	41.20	posting and questions on file
27-Feb-2024	Anne Nelligan	0.2	41.20	cheques
27-Feb-2024	Anne Nelligan	0.2	41.20	cheques and issues correcting
28-Feb-2024	Anne Nelligan	0.2	41.20	postings
29-Feb-2024	Anne Nelligan	0.4	82.40	payroll eft postings
01-Mar-2024	Anne Nelligan	0.3	61.80	posting and cheques
04-Mar-2024	Anne Nelligan	0.2	41.20	cheques
05-Mar-2024	Anne Nelligan	0.5	103.00	posting and cheques
06-Mar-2024	Anne Nelligan	0.2	41.20	posting EFT
08-Mar-2024	Anne Nelligan	0.2	41.20	posting eft's
11-Mar-2024	Anne Nelligan	0.4	82.40	cheques
11-Mar-2024	Anne Nelligan	0.2	41.20	posting EFT's
12-Mar-2024	Anne Nelligan	0.3	61.80	banking
14-Mar-2024	Anne Nelligan	0.2	41.20	cheques
26-Mar-2024	Anne Nelligan	0.5	103.00	postings and cheques
27-Mar-2024	Anne Nelligan	0.6	123.60	posting EFT's
01-Apr-2024	Anne Nelligan	1.5	309.00	posting and figuring out EFT's
02-Apr-2024	Anne Nelligan	0.3	61.80	cheques
04-Apr-2024	Anne Nelligan	0.2	41.20	posting
08-Apr-2024	Anne Nelligan	0.2	41.20	cheques
15-Apr-2024	Anne Nelligan	0.5	103.00	cash deposit - 2000 mostly coin that needed to be counted
15-Apr-2024	Anne Nelligan	0.1	20.60	cheque
15-Apr-2024	Anne Nelligan	0.5	103.00	posting ETF's
19-Apr-2024	Anne Nelligan	0.2	41.20	saving banking doc's
19-Apr-2024	Anne Nelligan	0.2	41.20	posting cheques
22-Apr-2024	Anne Nelligan	0.4	82.40	postings
29-Apr-2024	Anne Nelligan	0.5	103.00	posting
03-May-2024	Anne Nelligan	0.5	103.00	posting EFT's
03-May-2024	Anne Nelligan	0.2	41.20	cheques
07-May-2024	Anne Nelligan	0.3	61.80	cheques
08-May-2024	Anne Nelligan	0.5	103.00	posting EFT's
13-May-2024	Anne Nelligan	0.3	61.80	cheques
13-May-2024	Anne Nelligan	0.1	20.60	cheques
14-May-2024	Anne Nelligan	0.7	144.20	posting and banking
14-May-2024	Anne Nelligan	0.1	20.60	posting

Date	Description	Units	Amount	Notes
14-May-2024	Anne Nelligan	0.2	41.20	saving banking documents
21-May-2024	Anne Nelligan	0.2	41.20	postings
28-May-2024	Anne Nelligan	0.4	82.40	cheques
29-May-2024	Anne Nelligan	0.2	41.20	cheques
31-May-2024	Anne Nelligan	0.3	61.80	posting EFT's
04-Jun-2024	Anne Nelligan	0.2	42.80	cheques
06-Jun-2024	Anne Nelligan	0.2	42.80	posting
11-Jun-2024	Anne Nelligan	0.2	42.80	cheques
17-Jun-2024	Anne Nelligan	0.2	42.80	cheques and EFT's
20-Jun-2024	Anne Nelligan	0.2	42.80	cheques and EFT's
24-Jun-2024	Anne Nelligan	0.3	64.20	cheques and posting EFT's
25-Jun-2024	Anne Nelligan	0.5	107.00	banking
28-Jun-2024	Anne Nelligan	0.2	42.80	posting eft's
28-Jun-2024	Anne Nelligan	0.2	42.80	post EFT's
04-Jul-2024	Anne Nelligan	0.2	42.80	looking at deposit
04-Jul-2024	Anne Nelligan	0.1	21.40	cheques
11-Jul-2024	Anne Nelligan	0.3	64.20	posting and cheques
12-Jul-2024	Anne Nelligan	0.2	42.80	stale dated cheques
23-Jul-2024	Anne Nelligan	0.3	64.20	cheques
24-Jul-2024	Anne Nelligan	0.2	42.80	cheques
25-Jul-2024	Anne Nelligan	0.4	85.60	posting and deposits
31-Jul-2024	Anne Nelligan	0.4	85.60	posting cheques and payroll
01-Aug-2024	Anne Nelligan	0.1	21.40	posting
07-Aug-2024	Anne Nelligan	0.3	64.20	cheques
13-Aug-2024	Anne Nelligan	0.2	42.80	postings
21-Aug-2024	Anne Nelligan	0.5	107.00	posting EFT's
22-Aug-2024	Anne Nelligan	0.4	85.60	EFT posting
03-Sep-2024	Anne Nelligan	0.2	42.80	cheques
06-Sep-2024	Anne Nelligan	0.2	42.80	posting EFT
06-Sep-2024	Anne Nelligan	0.1	21.40	cheques
09-Sep-2024	Anne Nelligan	0.3	64.20	cheques and EFT's
16-Sep-2024	Anne Nelligan	0.1	21.40	cheques
16-Sep-2024	Anne Nelligan	0.5	107.00	getting deposit ready
17-Sep-2024	Anne Nelligan	0.2	42.80	banking
18-Sep-2024	Anne Nelligan	0.2	42.80	posting EFT's
18-Sep-2024	Anne Nelligan	0.1	21.40	question on file
18-Sep-2024	Anne Nelligan	0.2	42.80	saving cheque rec's
23-Sep-2024	Anne Nelligan	0.1	21.40	posting EFT
24-Sep-2024	Anne Nelligan	0.1	21.40	posting EFT's
30-Sep-2024	Anne Nelligan	0.1	21.40	stop payment
30-Sep-2024	Anne Nelligan	0.2	42.80	Posting EFT's
01-Oct-2024	Anne Nelligan	0.1	21.50	postings
03-Oct-2024	Anne Nelligan	0.4	86.00	posting EFT's
16-Oct-2024	Anne Nelligan	0.2	43.00	cheques
18-Oct-2024	Anne Nelligan	0.2	43.00	cheques
18-Oct-2024	Anne Nelligan	0.3	64.50	posting EFT and saving documents
21-Oct-2024	Anne Nelligan	0.3	64.50	posting cheques and EFT's
24-Oct-2024	Anne Nelligan	0.3	64.50	EFT postings
25-Oct-2024	Anne Nelligan	0.2	43.00	posting EFT's
28-Oct-2024	Anne Nelligan	0.2	43.00	cheques
30-Oct-2024	Anne Nelligan	0.2	43.00	posting
01-Nov-2024	Anne Nelligan	0.2	43.00	saving documents

Date	Description	Units	Amount	Notes
06-Nov-2024	Anne Nelligan	0.2	43.00	EFT's
08-Nov-2024	Anne Nelligan	0.2	43.00	wages EFT's
12-Nov-2024	Anne Nelligan	0.2	43.00	postings
15-Nov-2024	Anne Nelligan	0.1	21.50	saving documents
15-Nov-2024	Anne Nelligan	0.2	43.00	cheques and EFT's posting
19-Nov-2024	Anne Nelligan	0.3	64.50	posting EFT's
25-Nov-2024	Anne Nelligan	0.1	21.50	stop cheque
26-Nov-2024	Anne Nelligan	0.3	64.50	postings
29-Nov-2024	Anne Nelligan	0.2	43.00	cheque
		64.4	13,373.20	
21-Aug-2023	Brendan Hinton	1.0	485.00	Prepare for taking possession.
22-Aug-2023	Brendan Hinton	3.5	1,697.50	Prepare notices and letters for taking possession. Travel to and from Kingsville in AM/PM to meet at premises to take possession. Meet with management. Tour facility. File planning.
23-Aug-2023	Brendan Hinton	4.3	2,085.50	Respond to management questions. Deal with operations and setting up new vendor accounts. Prepare term and task letters. Travel to Kingsville to meet with employee. Discussion with management. Meetings with production and restaurant staff. Deal with banking. Operational and file planning.
24-Aug-2023	Brendan Hinton	4.2	2,037.00	Deal with operations. Continue information request. F/u and address management and employee queries. File and admin planning to deal with operations. Review and approve service and supply orders. Emails with insurer. Deal with preliminary admin matters.
25-Aug-2023	Brendan Hinton	2.6	1,261.00	Deal with operations. Emails with management group to address queries and provide direction. Emails with D. Bilokraly re: production. F/u on benefits. F/u on information request.
28-Aug-2023	Brendan Hinton	6.5	3,152.50	Emails with management team to deal with operational matters. Deal with banking and payment processing. F/u and address R. Smith questions. Deal with vendors. F/u on information request. Use AGCO portal to transfer license. Emails with AGCO. Call to discuss management refinance strategy. F/u with insurer. Organize appraisal.
29-Aug-2023	Brendan Hinton	5.6	2,716.00	Deal with operational issues: setting up vendors, responding to management queries, planning and banking. Emails with management group. Continue information gathering and review preliminary info obtained to date. Emails with AGCO.
30-Aug-2023	Brendan Hinton	6.3	3,055.50	Communicate with management to sort out banking. Communicate with production staff for information request. Call with food service manager. Communicate with creditors and vendors to manage supply. Communicate with insurer. Consider outstanding items and contribute to information request. Review payroll Emails re: banking.
31-Aug-2023	Brendan Hinton	6.8	3,298.00	Review emails from management and deal with operational and banking issues. Emails to respond to management questions and payments. Emails with vendors. Draft communication in response to questions. File planning. Prepare Receiver's Notice. Prepare creditor list. Calls with vendors. Emails with R. Smith and P. Williams. Draft communication to CRA. Deal with operational issues with critical suppliers and consider options to mitigate business interruption.
13-Sep-2023	Brendan Hinton	4.5	2,182.50	Catch up on operational and funding issues. Multiple emails and calls with R. Smith to address critical vendors and supplies. Deal with banking. Communicate with management to approve and process orders. Emails with benefit provider.
14-Sep-2023	Brendan Hinton	6.5	3,152.50	Deal with operation and catch up on various matters/file admin and planning. Emails with management group to deal with and negotiate terms with critical suppliers. Review PO and criticize orders. Respond to multiple emails from management and R. Smith. Deal with access to BMO banking.
15-Sep-2023	Brendan Hinton	1.0	485.00	Deal with daily operations and banking. Review emails from management group and f/u with information requests.
18-Sep-2023	Brendan Hinton	5.4	2,619.00	Deal with operations. Emails and calls to deal with critical suppliers and service providers. Negotiate terms. Respond to management and employee emails and funding requests. Review and approve purchase orders, payment processing and banking. Manage information requests.
19-Sep-2023	Brendan Hinton	3.1	1,503.50	Deal with banking and operational matters. Review various emails from management for service and supply approvals. Draft requisitions. F/u and address info deficiencies. Prepare file notes.

Date	Description	Units	Amount	Notes
20-Sep-2023	Brendan Hinton	5.5	2,667.50	Deal with operational issues. Emails with management to deal with funding requests. Review purchase orders, determine critical supply, payment processing and banking. Review Company bank transactions and reconcile post Aug-22 disbursements. F/u and address Management questions. Emails and call with R. Smith for file planning.
21-Sep-2023	Brendan Hinton	6.5	3,152.50	Deal with operational matters, purchase order approval, invoicing, payment processing and banking. Emails with R. Smith to reconcile BMO account disbursements. Reconcile reimbursements for out of pocket expenses. Emails with several vendors to negotiate trade terms. F/u and respond to multiple emails from management.
22-Sep-2023	Brendan Hinton	6.5	3,152.50	Deal with operational issues. Multiple emails throughout day to address Texas funding and planning wind-down. Review multiple PO's and negotiate terms with critical suppliers. F/u and address management and R. Smith questions. Deal with banking. Review info from Kegshare and address with management.
25-Sep-2023	Brendan Hinton	6.8	3,298.00	Manage operations and deal with wind-down. Emails throughout day to address employee and management questions. Review PO's and consider implication on production. Manage critical supplier claims and payment terms. Prepare requestions and deal with banking/vendor payments. Emails with parties interested to buy KBC assets.
26-Sep-2023	Brendan Hinton	5.1	2,473.50	Deal with operations. Calls and emails with executive staff to manage orderly wind-down of production. Consider various PO's and funding requests. Prepare multiple requestions and deal with all banking. Planning with J. Costella. Emails with insurance broker to sort out payment. Prepare critical vendor payments.
27-Sep-2023	Brendan Hinton	5.2	2,522.00	Deal with operations. Review payroll and address discrepancies. Review multiple funding/PO request and deal with banking. Emails with management to plan document delivery for J. Costella. Review Kegshare rental agreement. Review R. Smith R&D to determine rent and process. Call with R. Smith with update. Call with CRA and prepare file note.
28-Sep-2023	Brendan Hinton	6.5	3,152.50	Travel to and from Windsor to meet with management and J. Costella to plan bank reconciliation. Emails with critical vendors. Review critical POs, criticize necessity and emails with management. Prepare requisition and deal with banking. Time inclusive of 1/2 travel.
29-Sep-2023	Brendan Hinton	2.5	1,212.50	Review critical POs. Emails with insurer. Emails with critical suppliers. Prepare requisitions. Deal with banking. direction to A. Nelligan and P. Williams.
02-Oct-2023	Brendan Hinton	4.5	2,182.50	Deal with operational issues. Emails with management throughout day. Deal with creditor calls and emails. Negotiate terms with critical suppliers. Calls and emails with R. Smith. Payment processing and banking.
03-Oct-2023	Brendan Hinton	2.8	1,358.00	Deal with operations, payment processing and banking. Review kegshare agreement and emails with Company to address quantum of missing kegs.
04-Oct-2023	Brendan Hinton	2.5	1,212.50	Deal with daily operations. Emails with management throughout day, Call with R. Smith. Review purchase orders, invoices and deal with payment processing and banking.
05-Oct-2023	Brendan Hinton	2.5	1,212.50	Deal with operational matters. Review purchase orders, vendor invoices and deal with banking.
06-Oct-2023	Brendan Hinton	1.5	727.50	Deal with operations. Emails with management. Review PO. Deal with banking.
10-Oct-2023	Brendan Hinton	4.3	2,085.50	Deal with operations. Address issues with critical suppliers and strategize resolution to secure goods. Review purchase orders, analyze and process or prepare response to management with direction. File planning. Deal with banking.
11-Oct-2023	Brendan Hinton	5.8	2,813.00	Review payroll in AM. Email and direction for A. Nelligan. Deal with operational issues and funding requests. Review purchase orders and requests. Negotiate terms with critical suppliers. Prepare file notes. Multiple emails responding to management and employee questions. Deal with banking and payment processing. Emails with J. Costella with direction for reconciliation exercise. Sort out online bank access to BMO accounts. Deal with auto insurance.
12-Oct-2023	Brendan Hinton	4.8	2,328.00	Emails with P. Williams re: Enbridge and ELK. Direction to follow up and ensure accounts transferred or in good standing. Respond to multiple emails from management to address funding requests. Emails and calls with creditors and critical vendors. Liaise with J. Costella to transition reconciliation work to new hire. Emails with management to sort out online BMO access. Review insurance and attempt to negotiate payment terms. Emails with R. Smith with update and seek direction. Review purchase orders, determine if critical supply, approve and process payment.
13-Oct-2023	Brendan Hinton	3.2	1,552.00	Deal with several funding requests in AM. Review purchase orders and managements recommendation. Consider merit of hostage payments. Emails with broker to address Aviva's questions re: auto policy. Deal with banking. Direction to A. Nelligan and P. Williams. Respond to R. Smith questions re: government accounts. Call with lessor, Keg Management. Organize meet to transition receipt exercise from J. Costella to D. Jawaid.

Date	Description	Units	Amount	Notes
16-Oct-2023	Brendan Hinton	5.6	2,716.00	Deal with operational issues throughout day. Review and assess funding requests to determine if critical for ongoing operations. Review purchase orders, quotes and invoices. Deal with banking. F/u with K. Cramp and I. Muzzin to confirm status of government returns. Email and planning to manage reporting. Deal with banking access. Emails to J. Costella and D. Jawaid to plan and transition reconciliation exercise.
17-Oct-2023	Brendan Hinton	5.2	2,522.00	Deal with operational issues throughout day. Review and assess funding requests to determine if critical for ongoing operations. Review purchase orders, quotes and invoices. Deal with banking. Respond to K. Cramp email re: source deductions, HST, Excise and WSIB. Emails with critical suppliers to negotiate payment terms and reconcile account payments. Deal with information request from insurer. Review Keg Management and Keg Share rental agreements. Comprehensive email to R. Smith seeking direction and recommendation.
18-Oct-2023	Brendan Hinton	4.5	2,182.50	Review multiple funding requests from management and criticize all purchase orders. Review banking to reconcile accounts and address management emails and queries. Consider options to source goods from alternate suppliers. Planning internally. Deal with utility accounts. Approve PO's, prepare EFT, deal with banking and emails with A. Nelligan and P. Williams with direction.
19-Oct-2023	Brendan Hinton	5.7	2,764.50	Respond to question from party interest to acquire assets. Deal with operational issues. Emails and calls throughout day to address funding requests. Review and assess purchase orders, quotes and invoices to determine what expenditures are critical to current operations. Calls and emails with multiple vendors and service providers to address/negotiate account arrears and reconcile vendor payments. Emails with insurance broker to provide payment update.
20-Oct-2023	Brendan Hinton	1.0	485.00	Deal with operational issues and banking. Emails with management to review, assess and authorize critical expenditures. Respond to emails from employees.
23-Oct-2023	Brendan Hinton	5.1	2,473.50	Deal with operational issues. Multiple emails with various management personnel to deal with funding requests. Review purchase orders, quotes and invoices. Assess requests to determine if critical to maintain operations. Call with CRA re: excise tax and file memo. F/u with management on status of preparing government returns. Review security opinion and process payment installments for Ford. Emails and discussions with critical vendors to manage services. Deal with banking and payment processing.
24-Oct-2023	Brendan Hinton	5.6	2,716.00	Manage operational issues and deal with banking throughout day. Review multiple purchase orders, invoices and quotes. Determine critical nature of authorized expenditures. Direct to D. Jahaid re: banking and reconciliation exercise. Review insurance documents. Emails with management o answer questions. Emails with staff to respond to funding requests. Emails and calls with critical vendors to reconcile payments and negotiate terms/hostage payments.
25-Oct-2023	Brendan Hinton	6.5	3,152.50	Deal with operational issues. Reconcile vendor accounts. Analyse and purchase orders and address questions with management. Review invoices, prepare payments and deal with banking. Internal file planning and coordination with P. Williams and D. Jawaid.
26-Oct-2023	Brendan Hinton	5.4	2,619.00	Deal with operational issues. Emails with management throughout day to deal with funding requests. Review vendor payments and reconcile accounts to ensure uninterrupted service. Review, purchase orders, quotes and invoices to assess critical service and supply. Deal with banking. Emails with management to address government returns and MyBusiness portal access. Call CRA to registration authorization for directors and bookkeepers. Draft correspondence to CRA re: company accounts. Review batch of mail, sort and archive. File planning. Call with R. Smith. Emails with P. Williams for direction.
27-Oct-2023	Brendan Hinton	1.5	727.50	Deal with operational issues throughout day. Review and assess funding requests to determine if critical for ongoing operations. Review purchase orders, quotes and invoices. Deal with banking.
30-Oct-2023	Brendan Hinton	4.6	2,231.00	Call with D. Jawaid to discuss reconciliation exercise. Deal with operational issues throughout day. Review and assess funding requests to determine if critical for ongoing operations. Review purchase orders, quotes and invoices. Deal with banking. Review I. Muzzin expense reports and criticize certain expenditures. Research repair invoice for van. Emails with management group to address questions. File planning with A. Nelligan and deal with banking.
31-Oct-2023	Brendan Hinton	3.5	1,697.50	Deal with M. Muzzin reimbursement. Call with R. Smith re: offer from management group. Deal with operational issues throughout day. Review and assess funding requests to determine if critical for ongoing operations. Review purchase orders, quotes and invoices.
01-Nov-2023	Brendan Hinton	2.0	970.00	Deal with operational issues. Review purchase orders, quotes and invoices. Deal with management funding requests. Review information to determine critical supply. Deal with banking. Emails with management to confirm inventory. Planning for shut down.

Date	Description	Units	Amount	Notes
02-Nov-2023	Brendan Hinton	4.1	1,988.50	Review emails from management and employees to address funding requests. F/u and respond to questions. Review inventory, equipment appraisals and prepare draft statement of net estimated realizations. Prepare schedules and references to source materials. Emails with P. Williams to provide direction re: critical supply contracts.
03-Nov-2023	Brendan Hinton	4.3	2,085.50	Review multiple emails and funding requests from management and employee. Address questions. Reconcile critical supplier accounts. F/u and address creditor questions. Review invoices, purchase orders and quotes to determine critical purchases. Criticize funding requests. Deal with banking. Direction to A. Nelligan for payment processing. Negotiate critical vendor accounts. Planning for wind down of business and production facility. Emails with management,. Review inventory and send f/u question to M. Petro.
06-Nov-2023	Brendan Hinton	3.7	1,794.50	Review multiple emails from weekend re: assignment of bank debt. Consider implications and strategy to respond. Draft email with recommendation to R. Smith. Review several funding request from management. Consider responses to manage expectations and recent pivot with sale strategy. Review EDC terms and email R. Smith. Review invoices from operating period and deal with banking. Prepare payments. Direction to P. Williams and file planning. Spend time analyzing recent can order to address inventory surplus with management and obtain explanation. Prepare email to M. Petro.
07-Nov-2023	Brendan Hinton	3.3	1,600.50	Review email from M. Petro and consider comments on inventory. Draft response to address discrepancies found with earlier orders. Call with R. Smith re: update. Review emails from T. Van Klink and Bank re: proposed assignment. Review purchase orders, quotes and invoices to determine if critical to operations. Emails with management group. F/u and address benefits question. Deal with banking and payment processing.
09-Nov-2023	Brendan Hinton	1.9	921.50	Review banking to answer R. Smith question. Email with management. F/u with CRA on representative access. Look at Alcohol and Cannabis Act to confirm provincial deemed trust for beer and wine tax. File planning. Update statement of net estimated realizations.
10-Nov-2023	Brendan Hinton	1.5	727.50	Review purchase orders, quotes and invoices to determine if critical for operations. Review and analyze I. Muzzin expenses and respond. Emails with insurer. Deal with banking. Emails with A. Nelligan.
13-Nov-2023	Brendan Hinton	3.8	1,843.00	Deal with operational matters. Review purchase orders, quotes and invoices to determine critical supply. Respond to management and vendor inquiries. Deal with payment processing. Call with R. Smith re: file planning. Call in PM with T. Van Klink to discuss proposed assignment.
14-Nov-2023	Brendan Hinton	3.8	1,843.00	Deal with operational matters. Analyze I. Muzzin expenses, consider expenditures and f/u with questions. Review purchase orders, quotes and invoices to determine critical supply. Respond to management and vendor inquiries. Deal with payment processing. Review banking and perform reconciliation. F/u with A. Nelligan to correct several posting errors. File planning.
15-Nov-2023	Brendan Hinton	3.5	1,697.50	Deal with operational matters. Analyze I. Muzzin expenses, consider expenditures and f/u with questions. Review purchase orders, quotes and invoices to determine critical supply. Respond to management and vendor inquiries. Deal with payment processing. Review banking and perform reconciliation. F/u with A. Nelligan to correct several posting errors. File planning.
16-Nov-2023	Brendan Hinton	4.5	2,182.50	Deal with operational matters. Multiple emails with I. Muzzin re: expenses. Consider expenditures and f/u with questions. Review purchase orders, quotes and invoices to determine critical supply. Respond to management and vendor inquiries. Deal with payment processing. Review banking and perform reconciliation. F/u with A. Nelligan to correct several posting errors. Begin preparing Interim Statement of Receipts and disbursements on monthly and consolidated basis,.
17-Nov-2023	Brendan Hinton	4.3	2,085.50	Continue preparing Interim Statement of Receipts and disbursements on monthly and consolidated basis,. Deal with operational matters. Review purchase orders, quotes and invoices to determine critical supply. Respond to management and vendor inquiries. Deal with payment processing.
20-Nov-2023	Brendan Hinton	3.2	1,552.00	Review November results. Prepare reconciliation. Update interim statement of receipts and disbursements. Emails with management providing direction. F/u and address questions. Review invoices, purchase orders and quotes. Assess to determine if critical for reduced operations. Prepare requisitions. Emails with A. Nelligan re: banking.
21-Nov-2023	Brendan Hinton	2.5	1,212.50	Deal with operational issues. Respond to vendors to address payment questions. Review payroll. Direction to A. Nelligan and P. Williams to process. Review and respond to management questions. Review purchase orders, quotes and invoices and deal with banking. Revise interim statement of Receipts and disbursements. Email to D. Jawaidd with direction and comment.

Date	Description	Units	Amount	Notes
22-Nov-2023	Brendan Hinton	2.5	1,212.50	Deal with operational issues. Review management questions and consider response to address funding requests. Review purchase orders, quotes and invoices to determine critical supply. Deal with banking and payment processing. Review insurance and f/u with broker.
24-Nov-2023	Brendan Hinton	3.1	1,503.50	Respond to management emails. Deal with operational issues. F/u and address vendor and creditor questions re: account payments and reconciliations. Deal with banking and payment processing.
27-Nov-2023	Brendan Hinton	3.4	1,649.00	Deal with operational issues. Respond to management funding requests with questions to determine if critical for operations. Review purchase orders, quotes and invoices. Deal with banking. Payment processing.
28-Nov-2023	Brendan Hinton	2.3	1,115.50	Call in AM with D. Jawaid to discuss progress with reconciliation exercise. Update interim SRD. Deal with operational issues. Review multiple funding requests from management. Criticize purchase orders. Call with creditor. Deal with banking and payment processing.
29-Nov-2023	Brendan Hinton	3.5	1,697.50	Deal with operational issues. Review invoices, purchase orders and quotes to determine if critical to present operations. Emails with management. Review questions, Review K. Cramp payroll ledgers and respond with questions. Respond to M. Muzzin email re: alternate funding methods. Call to Doher and Co. re; interest in assets.
30-Nov-2023	Brendan Hinton	4.2	2,037.00	Multiple calls with CRA re: HST audit and direction. Discussion re: reassessment of HST ITC's. Review emails from management re: vendor invoices. Consider costs and respond. Review purchase orders, quotes and invoices. Emails to determine if expenditures critical for ongoing trade. Review multiple orders from taphouse and approved. Deal with payment processing. Emails with B. Alexander re: Touch Bistro. Review K. Cramp calculation for payroll. Prepare summary. Draft email to R. Smith for direction. Emails to broker. Emails with employees re: funding requests.
04-Dec-2023	Brendan Hinton	7.5	3,637.50	Emails with insurance broker. F/u and address questions. Deal with multiple emails from company management. Review purchase orders, quotes and invoices to determine critical trade purchases. Deal with payment processing and banking. Reconcile bank account. Emails with critical vendors. Deal with calls from Cox and trailer rental. Review receipts in company account. Deal with bank discrepancy. Emails with A. Nelligan. Call with R. Smith. Update interim SRD to November 30. Consider assumptions for proforma results to finalize administration to end of December. Email R. Smith.
05-Dec-2023	Brendan Hinton	2.7	1,309.50	Review funding requests from management. Review purchase orders, quotes and invoices. Deal with payment processing and banking. Call with R. Smith for update. Draft email update to AGCO. Emails with A. Nelligan.
07-Dec-2023	Brendan Hinton	1.5	727.50	Emails with management re: payroll. Prepare EFT info schedule. Planning. F/u and address vendor questions. Review purchase orders, quotes and invoices. Payment processing. Deal with banking.
08-Dec-2023	Brendan Hinton	1.5	727.50	Deal with banking. Emails with A. Nelligan. Emails with management to address payroll. Upload payroll information to BMO and process EFT.
11-Dec-2023	Brendan Hinton	2.5	1,212.50	Review multiple purchase orders, quotes and invoices. Deal with payment processing and banking. Call with R. Smith,. Review I. Muzzin expense claim. Criticize multiple expenses. Review files to determine legitimacy of claim. Prepare schedule and draft comprehensive response. Review EDC policy. Notes. Consider implications of assignment. F/u with R. Smith for comment.
12-Dec-2023	Brendan Hinton	3.5	1,697.50	Review emails from management re: funding requests and operational issues. Consider solutions and respond. Review purchase orders, quotes and invoices. Approve and process payments for critical supply. Respond to emails from I. Muzzin re: tipouts and suggested form of cash receipts reconciliation. Emails with B. Alexander to address operations and distribution of tips. Call with R. Smith in AM for update and discuss next steps. Review insurance renewal. Email broker.
13-Dec-2023	Brendan Hinton	5.2	2,522.00	Multiple calls and emails with management group to address funding requests and requirements. Review emails with owner group. Deal with several payment processing and banking issues. Prepare multiple schedules to calculate reimbursements, tip out and salary calculations. Update BMO banking with employee EFT info. Emails to address urgent supply. Prepare file note to address cash reconciliation and discussion with B, Alexander. Revise I. Muzzin reimbursement schedule with notes and changes. Respond to creditor queries.
14-Dec-2023	Brendan Hinton	3.6	1,746.00	Review multiple emails and information from management. Consider funding requests and determine if critical to current operations. Emails to management with direction. Event planning. Review purchase orders, invoices and quotes. Deal with banking and payment processing.
15-Dec-2023	Brendan Hinton	2.5	1,212.50	Deal with operational issues. Review purchase orders, quotes and invoices. Assess fundings requests to determine if critical to operations. Communicate with management and address questions. Deal with banking and payment processing.

Date	Description	Units	Amount	Notes
18-Dec-2023	Brendan Hinton	4.8	2,328.00	Review email from K. Cramp, consider issues and provide comprehensive response. Review multiple emails from management and deal with funding requests. Address discrepancies with information provided in support of requests. Respond to questions. Reevaluate I. Muzzin reimbursement report. Review cash reconciliation report and make revisions. Consider other expenditures and reconcile between I. Muzzin account. Prepare comprehensive report. Evaluate cash requirements for ongoing operations and planning for holidays.
19-Dec-2023	Brendan Hinton	1.5	727.50	Review emails from management and respond. Deal with banking and payment processing. Respond to vendor reconciliation requests. File planning for holidays.
20-Dec-2023	Brendan Hinton	5.3	2,570.50	Deal with emails from management in AM. Respond to I. Muzzin cash receipts reconciliation. Review multiple duplicate emails from management to deal with funding requests. Review invoice, purchase orders and quotes. Finalize payroll and upload to BMO. Revise schedules. Prepare requisitions and process payments. Deal with banking issue. Review I. Muzzin response, consider issues and draft comprehensive response to provide guidance. File planning for holidays. Emails with R. Smith and A. Nelligan. Review update on assignment and EDC issue.
21-Dec-2023	Brendan Hinton	3.5	1,697.50	Emails from management to deal with funding requests. Review purchase orders, quotes and invoices. Emails with group insurer. Emails with insurer. Deal with employee payables. Review CRA correspondence. Deal with banking. Review and tip out summary and reconcile to catch error. Emails with B. Alexander to plan for Holidays. Respond to questions. Emails internally for planning.
22-Dec-2023	Brendan Hinton	3.5	1,697.50	Emails with management to address funding requests. Consider immediate and critical funding requirements. Prepare interim R&D and consider cash items to manage cash flow. Draft email to R. Smith. File planning for holidays. Deal with vendor payment processing and banking. Call with A. Nelligan re: banking. Investigate vendor credit with Vessel Packaging. Email K. Cramp and vendor.
27-Dec-2023	Brendan Hinton	2.5	1,212.50	Review emails from management for funding requests. Deal with banking. Prepare EFT's for holiday processing. Revise cash flow forecast. Email R. Smith and A. Nelligan. File memo. Prepare f/u requests to WSIB and MOF. Respond to management questions on orders.
28-Dec-2023	Brendan Hinton	2.8	1,358.00	Review banking. Prepare revised cash flow. Prepare multiple critical payments for processing. Draft email and revised CF to R. Smith. Draft updated CRA request.
29-Dec-2023	Brendan Hinton	3.0	1,455.00	Deal with operations. Review banking and process payments. Review banking and correct several posting errors. Prepare cash flow burn analysis and email R. Smith with comment. Emails with A. Nelligan. Complete December bank reconciliation. Review banking and correct several posting errors.
02-Jan-2024	Brendan Hinton	3.8	1,843.00	Deal with operational issues caused by lack of funding. Negotiate delayed payment terms. Respond to management questions to address urgent funding requests. Emails internally to manage workflow and banking. Planning for wind down. Emails with KBC management re: tip out. Review payroll from K. Cramp. Review banking and emails to A. Nelligan to correct posting errors.
03-Jan-2024	Brendan Hinton	4.8	2,328.00	Review emails from management and respond to questions. Emails with landlord to address additional rent. Deal with banking and critical supplier/vendor invoices. Review invoices and begin drafting cash flow forecast. Emails with A. Nelligan with direction for postings. Review tip out and prepare employee EFT. Email with management to plan wind down. Email KBC management with additional information request (for AR and inventory). Finalize SENR with revised notes and assumptions. Email R. Smith with notes. Answer R. Smith questions.
04-Jan-2024	Brendan Hinton	3.5	1,697.50	F/u in AM with B. Alexander re: shut down. Contact vendors to stop unauthorized orders. Emails with management. Review employee payroll. Prepare payments and email A. Nelligan direction. Review A. Nelligan email with concerns. Reconcile banking and respond. Consider critical cash needs and prepare revise cashflow projection. Draft email to R. Smith. Contact ELK Energy to sort out account info.
05-Jan-2024	Brendan Hinton	2.5	1,212.50	Review emails from R. Smith and review banking for comment. Planning for staff terminations on Monday. Email B. Alexander. Draft termination letters. Reconcile staff. Deal with banking.
08-Jan-2024	Brendan Hinton	6.0	2,910.00	Prepare for trip to Kingsville to terminate employees in AM. Call with R. Smith to plan. Travel to office to photocopy employee packages. Attend premises in PM to meet with employees. Meet with employees. Wait for update from private lender. Termination delayed. Return travel to London.
09-Jan-2024	Brendan Hinton	2.1	1,018.50	Deal with banking. F/u and address funding requests. Review emails to determine critical vendors prepare requestions and hold for funding. File planning.
10-Jan-2024	Brendan Hinton	1.2	582.00	Deal with banking. Review cash disbursement reconciliation and f/u with I. Muzzin. Planning for wind-down. Emails with K. Cramp re: vendor payments.

Date	Description	Units	Amount	Notes
11-Jan-2024	Brendan Hinton	2.7	1,309.50	Emails with ELK re: hydro and water accounts. Work on bank reconciliation to prepare ISRD and burn calculation. Consider critical expenses and timing for CF. Draft schedule. Email to R. Smith.
12-Jan-2024	Brendan Hinton	1.5	727.50	Deal with banking in PM. F/u and address I. Muzzin questions. Calls with R. Smith for update. Process disbursements.
15-Jan-2024	Brendan Hinton	2.5	1,212.50	Deal with banking and account reconciliation. Revise interim SRD and funding calculation.
16-Jan-2024	Brendan Hinton	2.0	970.00	Work on CF projection and banking. Consider assumptions for budget if funding is received. Consider critical supplier cash requirements. Bank reconciliation (both Company and Receiver account).
17-Jan-2024	Brendan Hinton	4.0	1,940.00	Reconciliation. Update interim R&D to Jan 15. Prepare banking reports, revise assumptions and draft notes.
18-Jan-2024	Brendan Hinton	3.7	1,794.50	Review outstanding and critical invoices. Prepare payments. Review banking and calculate budget. Emails with P. Williams and A. Nelligan re: postings. Planning for reopen. Deal with banking. Emails with Company management re: funding requests. Emails with R. Smith.
19-Jan-2024	Brendan Hinton	3.5	1,697.50	Work on banking and interim SRD.
22-Jan-2024	Brendan Hinton	4.5	2,182.50	Calls in AM with R. Smith re: file planning. Prepare multiple critical payments. Review P. Williams requestions. Correct errors. Prepare revise CF position and interim SENR. Consider assumptions and funding requests. Emails with KBC management re: budget. Emails with insurer re: burst water pipe. Prepare file notes.
23-Jan-2024	Brendan Hinton	1.7	824.50	Review reconciliation and redo ISRD budget. Consider critical funding requirements and timing. Update notes and assumptions.
24-Jan-2024	Brendan Hinton	3.0	1,455.00	Emails with R. Smith re: ISRD. Consider funding requests. Answer R. Smith questions and redo ISRD to split 45 day period. Deal with banking. Emails with management. Planning for reopening and funding requirements.
25-Jan-2024	Brendan Hinton	2.5	1,212.50	Deal with banking. Review new funding requests. Emails with M. Pedro. F/u with questions. Revise ISRD. Prepare requestions and EFTs. Email with R. Smith.
29-Jan-2024	Brendan Hinton	3.5	1,697.50	Emails with management to address funding requests. Respond to questions and provide direction. Assess critical supplier requests and variance from M. Petro budget. Notes. Deal with banking and prepare/process EFTs. Update ISRD and schedules/assumptions. Revise formulas for proforma period. Review inventory and information from last week. F/u with management on payroll.
30-Jan-2024	Brendan Hinton	3.5	1,697.50	Consider various funding requests. Revise budget. Emails with management to address questions about critical funding requests. Deal with banking. File notes.
31-Jan-2024	Brendan Hinton	3.5	1,697.50	Emails with management in AM to answer questions about CRA. F/u and address questions. Review payroll and prepare EFT's for employees. Review critical supplier quotes, purchase orders and invoices. Call with CRA re: HST audit. Prepare file note. Email management. Deal with banking. Update ISRD.
01-Feb-2024	Brendan Hinton	1.0	485.00	Deal with banking and invoice processing. Emails with managers re: funding requests.
05-Feb-2024	Brendan Hinton	3.0	1,455.00	Deal with operational issues. Review emails from Friday. Review multiple funding requests. Review banking. Process multiple invoices for payment. Emails with P. Williams. Address management questions re: sales and expenses. Vendor account reconciliations.
06-Feb-2024	Brendan Hinton	4.5	2,182.50	Conference call in PM to address KBC management questions re: budget and cash burn. Perform bank account reconciliations. Correct several posting errors. Revise interim SRD. Update notes and assumptions.
07-Feb-2024	Brendan Hinton	0.8	388.00	Call with R. Smith to discuss funding and planning. Review funding requests. Review Excise Tax return. Deal with banking and process payments.
08-Feb-2024	Brendan Hinton	1.0	485.00	Deal with operations. Review funding requests. Deal with banking.
09-Feb-2024	Brendan Hinton	1.0	485.00	Emails with management re: funding request. Deal with banking.
12-Feb-2024	Brendan Hinton	1.0	485.00	Deal with funding requests and emails from management. Review file and correspondence to address complaints and answer accusations. Emails with management to advise no new purchase requests will be authorized.
13-Feb-2024	Brendan Hinton	3.0	1,455.00	Review multiple emails from management. Review funding requests. Reconcile vendor accounts. Review purchase orders, quotes and invoices. Deal with banking and payment processing. Review utility invoices and address discrepancy with landlord. F/u with bookkeeper on status of various returns. Address reporting discrepancies. Review WSIB and payroll figures. Review commission calculation and f/u with questions.
14-Feb-2024	Brendan Hinton	3.3	1,600.50	Review banking. Deal with management questions. Review critical funding requests and reconcile invoice discrepancies. Emails with vendors to sort out account discrepancy. File notes to address Muzzin funding requests and expenses. Deal with banking.
15-Feb-2024	Brendan Hinton	1.5	727.50	Deal with banking. Call with CRA re: HST assessment. F/u with Company to advise CRA's plan to finalize assessment. Questions about T4s. F/u with company on filing.

Date	Description	Units	Amount	Notes
16-Feb-2024	Brendan Hinton	1.0	485.00	Deal with banking. Review funding requests and vendor account reconciliation to address discrepancy with managements funding ask. Emails with management to address T4 question.
19-Feb-2024	Brendan Hinton	3.0	1,455.00	Review banking. Reconcile Company and Receiver account. Post corrections. Prepare ISRD at Feb 15. Consider assumptions for Feb 29 and Mar 31 proforma states. Review Excise, Source and WSIB amounts and update ISRD. Notes.
20-Feb-2024	Brendan Hinton	1.0	485.00	Deal with banking. Vendor account reconciliations. File planning to manage absence next week.
21-Feb-2024	Brendan Hinton	1.0	485.00	Deal with management questions and funding requests. File planning.
22-Feb-2024	Brendan Hinton	0.5	242.50	Deal with funding requests. Consider response and draft email. F/u and address questions.
23-Feb-2024	Brendan Hinton	2.3	1,115.50	Emails with management re: funding requests. Review purchase orders, quotes and invoices. Deal with banking. F/u and respond to vendor account reconciliations.
26-Feb-2024	Brendan Hinton	0.7	339.50	Deal with banking and vendor payment issue.
28-Feb-2024	Brendan Hinton	1.2	582.00	Prepare payroll. Emails with management re: new hires. Deal with banking and payment processing. Investigate and answer R. Smith questions about bank EFT rejection.
01-Mar-2024	Brendan Hinton	0.6	291.00	Deal with banking and planning for next week.
04-Mar-2024	Brendan Hinton	3.5	1,697.50	Emails with management throughout day to deal with funding. Answer questions about operations and planning. Review banking. Look at GL and TB. Start preparing info to action I. Muzzin request. F/u and address B. Alexander questions.
05-Mar-2024	Brendan Hinton	1.5	727.50	Review vendor invoices, prepare EFT payments. Deal with banking. Prepare GL for company management. File planning. Emails with vendors.
07-Mar-2024	Brendan Hinton	3.1	1,503.50	Deal with latest capital injection. Deal with management queries. Calls with R. Smith re: planning. Reconcile bank accounts and begin revisions to ISRD. Assess and respond to multiple funding requests. Deal with banking and payment processing.
08-Mar-2024	Brendan Hinton	6.7	3,249.50	Review funding requests and f/u with management to discuss budget. Assess and criticize funding requests. Respond to management questions. Call with R. Smith to discuss Muzzin reimbursement. Revise ISRD. Consider assumptions. We-work formulas and update notes. Review quotes, purchase orders, invoices and prepare requests for processing. Prepare EFTs and wires. Call with R. Smith to discuss next steps and planning. Emails with P. Williams for direction.
11-Mar-2024	Brendan Hinton	2.1	1,018.50	Deal with ongoing operations. Review multiple funding requests. Deal with banking and payment processing.
12-Mar-2024	Brendan Hinton	3.1	1,503.50	Respond to emails from management. Review multiple funding requests. Analyze multiple invoices/funding requests from I. Muzzin and reconcile accounts against payments already made. Review payroll and deal with deficiencies and missing information. Deal with banking and payment processing. Review cash reconciliation report to address expenses.
13-Mar-2024	Brendan Hinton	2.5	1,212.50	Deal with payroll issue. F/u and address management questions. Emails with managers. Review purchase orders and invoices. Deal with banking and process payments. Review EI and CPP calculations. Review terms of employment and benefits documents.
14-Mar-2024	Brendan Hinton	5.2	2,522.00	Review and respond to management questions re: Excise Tax. Call with CRA. Draft email to clarify outstanding returns and information request to management. Deal with payroll. Multiple emails with K. Cramp to address statements re: employer paid benefits. Consider implications and f/u with Company management. Review banking and correct errors. Prepare reports for Mezas capital. Respond to questions. Review revised payroll, prepare EFT for employees. Prepare and process requests.
15-Mar-2024	Brendan Hinton	1.2	582.00	Deal with banking and payment processing.
18-Mar-2024	Brendan Hinton	2.0	970.00	Review and assess funding requests. Call with R. Smith to discuss update. F/u and address emails from management. Deal with banking and payment processing.
19-Mar-2024	Brendan Hinton	2.1	1,018.50	Deal with operations. Respond to multiple emails from management for direction. Review and assess funding requests. Deal with banking and payment processing. Call with R. Smith to discuss plan forward.
20-Mar-2024	Brendan Hinton	2.5	1,212.50	Emails with management re: funding requests. Call from R. Smith advising to approve purchases. Deal with text from R. Smith re: vendors. Review tip out and prepare EFT's for employees. Deal with banking and payment processing.
22-Mar-2024	Brendan Hinton	1.3	630.50	Review emails from management. Assess funding requests and respond. Planning for next week. Deal with banking and payment processing.
25-Mar-2024	Brendan Hinton	1.2	582.00	Review and assess management funding requests. Deal with banking and payment processing.

Date	Description	Units	Amount	Notes
26-Mar-2024	Brendan Hinton	2.5	1,212.50	Review payroll, notes and prepare EFTs. Review tip out calculations and reconcile error. Revise EFT to taphouse staff. Review and assess funding requests. Deal with banking and payment processing. Begin working on revised ISRD.
27-Mar-2024	Brendan Hinton	2.5	1,212.50	Emails with management re: funding requests. Deal with EFT payment processing and issue/EFT rejection. Calls with BMO technical. Note for R. Smith. Recall payments. Call BMO technical to confirm status of recall.
28-Mar-2024	Brendan Hinton	1.5	727.50	Call with BMO in AM to sort out payroll recall. Reprocess payroll. Email R. Smith. Review emails from management. Review and assess funding requests. Deal with banking and payment processing.
01-Apr-2024	Brendan Hinton	3.2	1,552.00	Complete banking reconciliation and correct several posting errors. Deal with operations. Begin working on revised ISRD. Make assumptions.
02-Apr-2024	Brendan Hinton	3.2	1,552.00	Review and assess funding requests. Reconcile vendor accounts. Revisions to month end reconciliation. Begin drafting proforma projection. Consider assumptions. Emails with A. Nelligan re: vendor payments.
03-Apr-2024	Brendan Hinton	1.5	727.50	Review tip out detail and reconcile. Prepare EFT's for employees. Deal with operations and funding requests. Deal with banking.
08-Apr-2024	Brendan Hinton	1.5	727.50	Review funding requests. Deal with banking and payment processing. Prepare for terminations in AM.
09-Apr-2024	Brendan Hinton	6.4	3,104.00	Prepare termination notice in AM. Photocopy. Travel to Kingsville to meet with M. Muzzin and employees serve termination notice. Deal with employee questions. Call with R. Smith. Wind-down planning. Email vendors. Time inclusive of 1/2 travel.
10-Apr-2024	Brendan Hinton	8.5	4,122.50	Begin wind-down. Review Taphouse reconciliation schedule and begin revising for B. Alexander. Prepare for conference call in AM. Call with B. Alexander and planning. Continue with wind-down planning. Emails with bookkeeper re: WEPP. Amend schedules. Prepare for meeting with production staff. Prepare notes. Draft minutes and f/u email. Review payroll and tip out. Deal with banking and EFT processing. Consider items to address with reconciliation work. Finalize revisions to schedules for B. Alexander. File notes.
11-Apr-2024	Brendan Hinton	7.1	3,443.50	Amend schedules for B. Alexander. Deal with various issues relating to operational wind down. Emails with critical employees. Review emails, consider questions and options to address same. Draft comprehensive email to B. Alexander re: reconciliations. Draft email to M. and I. Muzzin. Draft email to R. Smith. Deal with banking and payment processing. Review bonds and email BrokerLink.
12-Apr-2024	Brendan Hinton	1.9	921.50	Review emails from management and respond. Email M. Muzzin and I. Muzzin for direction re: sale and bank reconciliation. Review and assess funding requests. Deal with banking and payment processing. Planning for wind-down. Prepare banking reports for Mezas Capital. Review assignment agreement.
15-Apr-2024	Brendan Hinton	1.5	727.50	Review emails from management and respond. Review and assess funding requests, deal with banking and payment processing.
16-Apr-2024	Brendan Hinton	3.3	1,600.50	Deal with wind-down. Emails with management in AM re: ROEs and WEPP calculations. Review purchase order. Consider implications on inventory and email management for clarity. Deal with banking and payment processing. Emails with B. Alexander re: reconciliations and inventory.
17-Apr-2024	Brendan Hinton	4.5	2,182.50	Emails with management to deal with employee ROE's and WEPP. Deal with wind-down issues. Review and assess funding requests. Deal with banking. Respond to management questions. Draft Receiver's First Report.
18-Apr-2024	Brendan Hinton	5.9	2,861.50	Review and assess funding requests. Deal with banking. Emails with management to address matters re: wind-down. Planning. Deal with employee ROE's and WEPP. Review inventory and complete estimated realization. F/u with M. Muzzin on AR. Draft sections of Receiver's First Report. Planning. File notes. Emails with BrokerLink re: bonds.
19-Apr-2024	Brendan Hinton	1.7	824.50	Review ESA guidelines to address notice requirements for employees. Emails with R. Smith. Deal with wind-down issues. Deal with banking.
22-Apr-2024	Brendan Hinton	3.6	1,746.00	Review emails from management. F/u on multiple issues and outstanding items to address wind-down. Draft emails to management. Review and assess funding requests. Consider implications on wind-down. Draft update to production staff. F/u and address management questions. Provide direction. F/u with insurer. Continue drafting First Report.
23-Apr-2024	Brendan Hinton	6.1	2,958.50	Deal with wind-down. Respond to management emails. Planning. Review and assess funding requests. Deal with banking. Continue drafting Receiver's First Report.
24-Apr-2024	Brendan Hinton	1.5	727.50	Emails with R. Smith re: I. Muzzin and ongoing employment. Draft email to management to address wind-down. Review rental container and terms. Review PPSA and email R. Smith. Review and assess funding requests. Deal with wind-down issues. Deal with banking.

Date	Description	Units	Amount	Notes
25-Apr-2024	Brendan Hinton	5.6	2,716.00	Review multiple leases and supporting documents in AM, Consider issues and summarize. Prepare email to M. Vine. Review and assess funding requests. Emails with management. Continue drafting First Report.
26-Apr-2024	Brendan Hinton	0.5	242.50	Review email from Heaton and review sanitation issue. Emails with management. Review B. Alexander reconciliation work.
29-Apr-2024	Brendan Hinton	4.5	2,182.50	Deal with ongoing wind-down. Consider issues for sales and collections. Call with R. Smith. Review and assess management funding requests. Deal with banking. Emails management re: payroll. Address management questions. Continue drafting Receiver's First Report.
30-Apr-2024	Brendan Hinton	6.5	3,152.50	Emails with management in AM to deal with wind-down. Call with B. Alexander to discuss cash reconciliation. Prepare comprehensive file memo to address discussion. Review payroll. Prepare EFT's for payroll. Review and assess funding requests. Continue drafting Receiver's First Report.
01-May-2024	Brendan Hinton	9.3	4,510.50	Review emails from management and response. Information request from B. Alexander. Respond with tip-out report. Deal with payroll Emails with J. Oneil to address missing payment. Review and assess funding requests. Payment processing. F/u on insurance claim and email insurer. Consider issues and update and continue drafting and finalize Receiver's First Court report.
02-May-2024	Brendan Hinton	1.5	727.50	Review emails from management consider questions and respond. Review and assess funding requests. Prepare multiple requisitions and payments. Emails with management.
03-May-2024	Brendan Hinton	1.0	485.00	Review and assess funding requests. F/u with management and production team for update on wind-down. Deal with banking. Review HP security review on rental and leases.
07-May-2024	Brendan Hinton	3.4	1,649.00	Review and assess funding requests. Emails with D. Bilokraly and address questions. F/u and emails with R. Smith re: wind-down planning. Respond to I. Muzzin. Planning for new wind-down. Banking reconciliations and notes. Deal with banking. Consider revisions for ISRD and wind-down budget.
08-May-2024	Brendan Hinton	4.7	2,279.50	Continue with account reconciliation work and drafting revisions to ISRD. Emails to A. Nelligan to correct several postings. File notes. Review emails from P. Williams and provide direction. F/u and address questions. Address payroll issue and implications of unauthorized activity.
09-May-2024	Brendan Hinton	3.4	1,649.00	Complete banking reconciliation of Company and Receiver's account. Finalize ISRD to April 30. Consider assumptions and prepare notes. Review and assess funding requests. Emails with B. Alexander with direction for cash reconciliation.
10-May-2024	Brendan Hinton	3.4	1,649.00	Review funding requests. Consider accrued expenses. Emails with management to address funding requirements. Deal with payroll. Payment processing. Reconcile vendor accounts.
13-May-2024	Brendan Hinton	3.4	1,649.00	Review emails from management. Review and assess funding requests. Respond to customer emails and provide direction. Revisions to burn calculation for R. Smith. Emails and call with R. Smith. Emails with P. Williams and
14-May-2024	Brendan Hinton	3.4	1,649.00	Respond to emails from management re: expenses. Emails and call with R. Smith re: planning. Review and assess funding requests. Review payroll and prepare payments. Revisions to ISRD.
15-May-2024	Brendan Hinton	1.6	776.00	Review audit request from CRA. Call CRA. Email KBC management. Reconcile I. Muzzin expense report to bank statements and invoices. Notes. Review funding requests and prepare payments.
16-May-2024	Brendan Hinton	0.5	242.50	Finalize reconciliation of I. Muzzin expense report.
17-May-2024	Brendan Hinton	2.5	1,212.50	Review production cost estimates and respond to M. Petro. Review cash reconciliation report from B. Alexander. Notes and reconcile against I. Muzzin reports. Emails with management. Prepare EFT payments. Draft email to KBC management. Prepare reports for Mezas group.
22-May-2024	Brendan Hinton	1.0	485.00	Review emails from management and respond. Deal with funding requests. Discuss/planning with R. Smith.
23-May-2024	Brendan Hinton	3.0	1,455.00	Emails from management re: status of operations. Review and assess funding requests. Review and process payroll. Process multiple vendor payments.
24-May-2024	Brendan Hinton	2.0	970.00	Deal with operational matters. Planning for wind-down. Reconcile vendor accounts. F/u and address management questions. Ongoing review of cash reconciliation and support. Review and assess funding requests. Deal with banking.
27-May-2024	Brendan Hinton	2.4	1,164.00	Reconcile vendor accounts. Call with P. Williams re: Ekos. R Review and assess funding requests. Deal with operational matters. Deal with banking and vendor payment processing.
28-May-2024	Brendan Hinton	2.1	1,018.50	Review and assess funding requests. Determine estimate for vehicle repair doesn't reconcile to invoice. Emails with management. Review executive payroll. Prepare EFT's to process. Prepare requisitions to process vendor cheques.

Date	Description	Units	Amount	Notes
29-May-2024	Brendan Hinton	4.1	1,988.50	Call with M. Muzzin and B. Alexander in AM to discuss cash reconciliation. Answer questions and reconcile deficiencies. Review I. Muzzin expense claim and reconcile expenses. Review supporting documents. Consider various expense claims and prepare notes. Prepare EFT and process payment. Email R. Smith. Deal with funding requests. Respond to questions.
30-May-2024	Brendan Hinton	0.8	388.00	Review emails from management. Review and assess funding requests. F/u and address Beer Store chargeback. File planning. Respond to P. Williams question re: Cintas.
31-May-2024	Brendan Hinton	0.5	242.50	Deal with banking. Review emails from managers. Review funding requests.
03-Jun-2024	Brendan Hinton	2.1	1,060.50	Review emails from weekend to deal with funding requests. Emails with Ekos to sort out billing and new contract. Emails with D. Bilkraly. Review and assess new funding requests. Review vendor invoices and prepare requisitions. Deal with banking.
04-Jun-2024	Brendan Hinton	1.2	606.00	Emails with management re: funding request. F/u on insurance. Reconcile vendor accounts. F/u and address status of production. Consider next steps and planning.
05-Jun-2024	Brendan Hinton	2.4	1,212.00	Prepare declaration and schedules for M. Muzzin and I. Muzzin. Deal with Ekos. Emails with management to sort out billing. Review and assess funding requests. Deal with banking. Emails with insurer and adjuster. Call with R. Smith.
06-Jun-2024	Brendan Hinton	4.2	2,121.00	Complete bank reconciliation in AM. Correct several posting errors. F/u with A. Nelligan on corrections. Deal with EFT payment processing. Revise Interim Statement of Receipt and Disbursements. Amend notes and assumptions. Work on June proforma for funding request. Review emails to calculate accrued disbursements. Deal with vendor inquiries. call with P. Williams re: Ford payment.
07-Jun-2024	Brendan Hinton	0.5	252.50	Edits to ISRD. Finalize burn calculation.
13-Jun-2024	Brendan Hinton	1.6	808.00	Review payroll and assess funding requests. Deal Wirth banking and f/u on outstanding operational matters. Planning with R. Smith.
14-Jun-2024	Brendan Hinton	0.5	252.50	Calls and emails with Intact re: claim. Email with M. Muzzin.
17-Jun-2024	Brendan Hinton	0.5	252.50	Inventory. Prepare reports for Mezas. Deal with banking. Emails with management.
18-Jun-2024	Brendan Hinton	0.6	303.00	Review and assess funding requests. Prepare requisitions. Email vendor reconciliation.
19-Jun-2024	Brendan Hinton	1.3	656.50	Emails with M. Muzzin re: service accounts. Deal with banking. Review and assess vendor invoices. Call with R. Smith re: debt assignment and planning. Review Export Development contract.
20-Jun-2024	Brendan Hinton	2.1	1,060.50	Respond to management questions. Revise projection. Email management re: funding requirements to restart production. Review banking. Prepare banking requisitions. File planning.
24-Jun-2024	Brendan Hinton	3.5	1,767.50	Bank reconciliations in AM. Correct posting errors. Prepare ISRD to June 24 and pro-forma to July 31. Deal with banking. Emails with management re: CRA audits.
25-Jun-2024	Brendan Hinton	0.5	252.50	Call with R. Smith re: update and planning. Emails with management re: CRA audit.
26-Jun-2024	Brendan Hinton	2.4	1,212.00	Review M. Petro budget and update ISRD. Review emails from management and assess funding requests. Review and prepare payroll. Prepare wire and EFT requisitions and payments.
27-Jun-2024	Brendan Hinton	0.5	252.50	Emails with management re: payment request. Deal with banking.
02-Jul-2024	Brendan Hinton	2.7	1,363.50	Review emails from last week. Review and assess funding requests. Call to discuss secured creditors motion for discharge. Review precedent. Deal with payment processing.
03-Jul-2024	Brendan Hinton	1.2	606.00	Deal with banking. Emails and vendor account reconciliations.
04-Jul-2024	Brendan Hinton	3.7	1,868.50	Review banking and reconcile accounts. Revise ISRD at June 30. Prepare pro forma for July. Update notes. Email R. Smith. Review payment requests and deal with banking.
08-Jul-2024	Brendan Hinton	1.0	505.00	Emails from employees. Consider issue and address with KBC management. Deal with banking and vendor payment processing. Respond to questions re: status of assets.
09-Jul-2024	Brendan Hinton	1.5	757.50	Review and assess invoices. Prepare requisitions. Deal with banking. Review SWIG reports.
11-Jul-2024	Brendan Hinton	1.5	757.50	Deal with banking. Answer management questions re: WEPP. Reconcile banking and update ISRD.
12-Jul-2024	Brendan Hinton	0.5	252.50	Review and assess funding requests. Review payroll.
15-Jul-2024	Brendan Hinton	1.2	606.00	Emails with management re: payroll. Text B. Alexander. Call with R. Smith to discuss and planning. Review and assess multiple funding requests and process payments. Prepare payroll and complete EFT.
16-Jul-2024	Brendan Hinton	0.7	353.50	Travel from Essex to Kingsville to meet with production staff. Emails with management re: WEPP.
17-Jul-2024	Brendan Hinton	1.8	909.00	Review and assess funding requests. Emails with bookkeeper. Review banking. Deal with payroll. Prepare EFT's. File planning. Deal with utility providers. Email M. Muzzin to advise Taphouse services will be cancelled unless he provides business case to maintain or transfer to himself personally or the Butcher. Emails with P. Williams with direction.

Date	Description	Units	Amount	Notes
18-Jul-2024	Brendan Hinton	1.0	505.00	Deal with vendor inquires. Review and respond to management questions re: WEPP. Deal with banking.
22-Jul-2024	Brendan Hinton	0.5	252.50	Consider essential services and email P. Williams with direction re: service providers.
23-Jul-2024	Brendan Hinton	1.0	505.00	Working on accounting. Emails with Mezas group re: banking information request.
25-Jul-2024	Brendan Hinton	0.6	303.00	Deal with banking. Emails from A. Nelligan re: EFTs.
29-Jul-2024	Brendan Hinton	0.7	353.50	Deal with banking.
30-Jul-2024	Brendan Hinton	1.1	555.50	Reconcile vendor accounts. F/u and respond to management questions. Email with R. Smith. Review payroll and process.
31-Jul-2024	Brendan Hinton	0.6	303.00	Respond to questions from P. Williams re: service providers. Deal with banking.
01-Aug-2024	Brendan Hinton	2.8	1,414.00	Perform banking reconciliation on Company and Receiver account. Revise ISRD to July 31. Update notes. Consider pro forma for August. Deal with banking. Prepare notes and email to R. Smith. Prepare rent payments and EFTs.
06-Aug-2024	Brendan Hinton	0.3	151.50	Review emails and respond.
07-Aug-2024	Brendan Hinton	0.3	151.50	Review emails and respond.
08-Aug-2024	Brendan Hinton	0.3	151.50	Review emails and respond.
09-Aug-2024	Brendan Hinton	0.3	151.50	Review emails and respond.
12-Aug-2024	Brendan Hinton	2.5	1,262.50	Call with R. Smith re: discharge motion and update. File planning. Deal with banking and payment processing. Revisions to Receiver's First Report.
13-Aug-2024	Brendan Hinton	5.3	2,676.50	Review file notes, unrelated motion materials for content and form, vendor statements and draft revisions to first report. Update R&D.
14-Aug-2024	Brendan Hinton	3.2	1,616.00	Final revisions to Receiver's First report. Deal with banking, vendor account reconciliations and file planning. Review payroll and prepare EFTs.
15-Aug-2024	Brendan Hinton	0.5	252.50	Deal with banking.
19-Aug-2024	Brendan Hinton	3.0	1,515.00	Deal with source deduction remittances in AM. Write management for update on payout. F/u and address concerns. Emails with R. Smith. Review WEPP and notes to update report. Emails with management to deal with funding requests. Reconcile vendor account.
20-Aug-2024	Brendan Hinton	3.5	1,767.50	Reconcile source deductions. Analyze multiple payrolls to extract data. Update summary. Draft cover letter. Fax to CRA.
21-Aug-2024	Brendan Hinton	3.9	1,969.50	Review banking in AM. Correct multiple posting errors. Emails with A. Nelligan. Reconcile Company and Receiver account. Update ISRD and assumptions. Deal with banking. Email with R. Smith. Emails with management.
22-Aug-2024	Brendan Hinton	3.6	1,818.00	Revise ISRD. Revise source calculation. Revisions to Receiver's First Report. Planning. Review vendor invoices and funding requests. Prepare requisitions and set up EFT's for payment processing. Discussion with HP re: planning and motion material.
23-Aug-2024	Brendan Hinton	0.8	404.00	Deal with banking. Emails with management about critical services.
27-Aug-2024	Brendan Hinton	0.3	151.50	Review changes to First Report and deal with banking/vendor payment processing.
29-Aug-2024	Brendan Hinton	0.6	303.00	Deal with vendor account reconciliations. Review payroll. Prepare payments/EFTs for employees.
30-Aug-2024	Brendan Hinton	0.5	252.50	Deal with banking.
03-Sep-2024	Brendan Hinton	0.7	353.50	Deal with banking and payment processing. Review insurance premiums and respond to D. Bilokraly.
04-Sep-2024	Brendan Hinton	0.5	252.50	Review vendor account. Reconcile and respond to question.
05-Sep-2024	Brendan Hinton	0.5	252.50	Deal with banking and service account reconciliations. Respond to P. Williams questions.
06-Sep-2024	Brendan Hinton	3.3	1,666.50	Review August banking. Post correcting entries. Reconcile account. Revise ISRD to August 31. Consider assumptions for pro-forma. Review funding requests and invoices. Prepare requisitions and EFT/wire payments. Email R. Smith.
19-Sep-2024	Brendan Hinton	1.7	858.50	Review emails re: ISRD. Review banking. Prepare summary of disbursements. Email M. Turco with funding request. Deal with banking.
20-Sep-2024	Brendan Hinton	1.0	505.00	Deal with banking. Review MOF account arrears. Email management and opposing counsel. Email exchange re: occupancy of Mainstreet.
24-Sep-2024	Brendan Hinton	0.5	252.50	Deal with banking in AM. Emails with management re: funding request.
24-Sep-2024	Brendan Hinton	0.5	252.50	Deal with banking. Email management re: funding request and status of advance.
25-Sep-2024	Brendan Hinton	0.5	252.50	Deal with banking and ISRD.
26-Sep-2024	Brendan Hinton	0.5	252.50	Deal with banking. Emails with management.
27-Sep-2024	Brendan Hinton	1.5	757.50	Emails with management in AM re: payroll. Review banking. Prepare EFT for payroll. Reconcile bank account. Revisions to draft ISRD. Notes and file planning.

Date	Description	Units	Amount	Notes
30-Sep-2024	Brendan Hinton	1.6	808.00	Review banking. Email to management. Email to employees. Exchange emails with R. Smith re: funding.
01-Oct-2024	Brendan Hinton	3.5	1,785.00	Review banking and reconcile accounts. Emails with A. Nelligan with corrections. Prepare ISRD. Consider assumptions for pro forma period. Update notes and assumptions. Email with R. Smith. Deal with banking. Prepare payroll EFT for employees.
02-Oct-2024	Brendan Hinton	0.5	255.00	Deal with banking. Consider employee issue. Call with R. Smith to discuss.
03-Oct-2024	Brendan Hinton	0.5	255.00	Deal with banking.
04-Oct-2024	Brendan Hinton	5.8	2,958.00	Travel to and from Kingsville in AM to meet with employees. Drive-by restaurant. Call with R. Smith to plan terminations. Meet with employees. Prepare employee communication. Review inventory. Respond to employee questions. Respond to W. Wolfe. Time inclusive of travel.
07-Oct-2024	Brendan Hinton	3.6	1,836.00	Emails in AM to address wind-down. Review inventory and consider liquidation strategy. Emails with management. F/u and respond to employee emails with direction and answer questions.
08-Oct-2024	Brendan Hinton	1.5	765.00	Email exchange with management. Call with employee.
09-Oct-2024	Brendan Hinton	0.6	306.00	Review payroll and process EFTs.
11-Oct-2024	Brendan Hinton	1.5	765.00	Review payroll and banking. Prepare EFT for payroll. Review payroll details update schedule and prepare source deduction returns. Fax to CRA.
16-Oct-2024	Brendan Hinton	0.3	153.00	Email exchange with Agco.
17-Oct-2024	Brendan Hinton	0.7	357.00	Emails re: funding. Review ISRD and draft email to R. Smith.
18-Oct-2024	Brendan Hinton	3.5	1,785.00	Review banking. Prepare multiple vendor and employee payments. Revise ISRD. Emails with A. Nelligan. Emails with R. Smith. File planning. Email employees.
21-Oct-2024	Brendan Hinton	1.6	816.00	Prepare banking reports for M. Muzzin. Review PPSA. Email with R. Smith. Email counsel re: registration from Nicas. File planning for discharge.
23-Oct-2024	Brendan Hinton	2.1	1,071.00	Emails with management re: vendors. Review invoices and assess invoices. Prepare EFT payments. Banking for ISRD. Emails with broker re: new insurance policy endorsement. Review coverages. Reconcile banking and corrections to postings.
24-Oct-2024	Brendan Hinton	2.1	1,071.00	Emails with management re: vendors. Review invoices and assess invoices. Prepare EFT payments. Banking for ISRD. Emails with broker re: new insurance policy endorsement. Review coverages. Reconcile banking and corrections to postings.
25-Oct-2024	Brendan Hinton	0.9	459.00	Deal with banking and vendor payment processing. Emails with M. Muzzin and I. Murphy re: T2 returns.
28-Oct-2024	Brendan Hinton	0.7	357.00	Deal with banking and vendor payment processing.
29-Oct-2024	Brendan Hinton	0.6	306.00	Deal with banking and payment processing.
01-Nov-2024	Brendan Hinton	0.3	153.00	Deal with employee questions.
05-Nov-2024	Brendan Hinton	0.5	255.00	Deal with banking and payment processing.
07-Nov-2024	Brendan Hinton	0.5	255.00	Deal with banking and payment processing.
08-Nov-2024	Brendan Hinton	1.0	510.00	Respond to P. Williams emails re: service account. Provide direction. Deal with banking and payment processing. Emails with employee re: payroll. F/u and address questions.
11-Nov-2024	Brendan Hinton	3.4	1,734.00	Emails with R. Smith re: ISRD. Complete reconciliation, consider assumptions and finalize ISRD with pro forma to Nov 30. Notes. Email to R. Smith.
14-Nov-2024	Brendan Hinton	1.0	510.00	Review multiple funding requests. Reconcile vendor accounts. Review payroll. Deal with banking and payment processing.
20-Nov-2024	Brendan Hinton	0.3	153.00	Review payroll and prepare EFT. Vendor account reconciliation.
25-Nov-2024	Brendan Hinton	1.0	510.00	Emails with M. Muzzin re: Cogeco. Sort out reimbursement. Deal with banking.
		716.9	350,440.50	
16-Oct-2023	Dayam Jawaid	4.5	1,377.00	review software portals and accounting system
18-Oct-2023	Dayam Jawaid	4.0	1,224.00	Using software portals to find transactions
19-Oct-2023	Dayam Jawaid	3.0	918.00	Using receipts and bank statements to track and reconcile transactions
20-Oct-2023	Dayam Jawaid	2.0	612.00	Reconciling transactions through software portals and bank statements
23-Oct-2023	Dayam Jawaid	4.0	1,224.00	Reconciling transactions from different softwares and bank statements
24-Oct-2023	Dayam Jawaid	4.0	1,224.00	Reconciling transactions from different softwares and bank statements
26-Oct-2023	Dayam Jawaid	4.0	1,224.00	Reconciling transactions from different softwares and bank statements
31-Oct-2023	Dayam Jawaid	4.0	1,224.00	Reconciling numbers and running reports

Date	Description	Units	Amount	Notes
01-Nov-2023	Dayam Jawaid	4.0	1,224.00	Running reports and reconciling transactions
08-Nov-2023	Dayam Jawaid	2.0	612.00	Reconciliation exercise
10-Nov-2023	Dayam Jawaid	3.0	918.00	Reconciliations
20-Nov-2023	Dayam Jawaid	4.0	1,224.00	Reconciliations and phone calls with Mark
21-Nov-2023	Dayam Jawaid	2.0	612.00	Accruals from Brendan and AR reports from Mark
22-Nov-2023	Dayam Jawaid	3.0	918.00	Purolator, Accruals, AR reports, Reconciliations
23-Nov-2023	Dayam Jawaid	1.0	306.00	AR reports and reconciliations, accruals
27-Nov-2023	Dayam Jawaid	2.5	765.00	Reconciliations, phone calls, looking at new reports
28-Nov-2023	Dayam Jawaid	3.0	918.00	Phone calls, pulling reports from softwares, reconciliations
21-Dec-2023	Dayam Jawaid	0.1	30.60	Cheque requests
		54.1	16,554.60	
14-May-2024	Emeka Nwabugwu	0.1	30.60	Inputted cheque request for invoice for Coxon Sales & Rentals.
02-Aug-2024	Emeka Nwabugwu	0.3	95.40	cheque requests
		0.4	126.00	
26-Sep-2023	Josie Costella	0.5	111.00	reading over the email from Brendan and familiarizing myself with the template prior to start of assignment
27-Sep-2023	Josie Costella	0.8	166.50	reviewing spreadsheet from Brendan and prepping my computer (vpn) and laptop bag for out of office travel tomorrow
28-Sep-2023	Josie Costella	3.8	866.40	meeting with Brendan and the owners to go through bookkeeping systems/documents
03-Oct-2023	Josie Costella	0.3	68.40	making notes on websites and passwords for client portals
04-Oct-2023	Josie Costella	2.8	638.40	review portals and begin reconciliation exercise
05-Oct-2023	Josie Costella	0.9	205.20	working on reconciliation
16-Nov-2023	Josie Costella	0.3	57.00	review Chase statement
		9.3	2,112.90	
07-Sep-2023	Lubna Shahwan	0.6	106.20	mailing
27-Sep-2023	Lubna Shahwan	0.1	17.70	Purolator
30-Oct-2023	Lubna Shahwan	0.1	17.70	courier
		0.8	141.60	
22-Aug-2023	Patricia Williams	0.6	106.20	contact locksmith, engagement setup, setup new Ascend file
06-Sep-2023	Patricia Williams	0.5	88.50	Entering liabilities
07-Sep-2023	Patricia Williams	4.3	761.10	Entering liabilities, preparing and printing 245 notice and labels, creating notice for utility suppliers, Cheque request x 3, notices to utilities
08-Sep-2023	Patricia Williams	0.7	123.90	Cheque requests, Sitecore setup
14-Sep-2023	Patricia Williams	0.2	35.40	Cheque request, folder setup
20-Sep-2023	Patricia Williams	0.6	106.20	Cheque request, entering WEPP information, emailing to employees
21-Sep-2023	Patricia Williams	0.1	17.70	Cheque request
22-Sep-2023	Patricia Williams	0.1	17.70	Filing
26-Sep-2023	Patricia Williams	0.1	17.70	Bank rec
27-Sep-2023	Patricia Williams	0.1	17.70	Cheque request
29-Sep-2023	Patricia Williams	0.6	106.20	Filing, scanning employee agreements, Cheque request
02-Oct-2023	Patricia Williams	0.2	41.20	Cheque request, WEPP update
03-Oct-2023	Patricia Williams	0.3	61.80	Assisting employee with POC, Cheque request x 2
04-Oct-2023	Patricia Williams	0.2	41.20	POC x 1 & WEPP update
05-Oct-2023	Patricia Williams	0.5	103.00	Cheque request x 3, filing, scan
12-Oct-2023	Patricia Williams	1.0	206.00	Cheque request x6
13-Oct-2023	Patricia Williams	0.1	20.60	Filing
19-Oct-2023	Patricia Williams	0.8	164.80	Mailing CoA. Cheque requests x 4, filing, ELK forms
23-Oct-2023	Patricia Williams	0.1	20.60	Cheque request
24-Oct-2023	Patricia Williams	0.7	144.20	Cheque requests

Date	Description	Units	Amount	Notes
25-Oct-2023	Patricia Williams	0.1	20.60	Arranging for courier
26-Oct-2023	Patricia Williams	0.3	61.80	Filing. Cheque requests x 2
27-Oct-2023	Patricia Williams	0.6	123.60	Redirecting accounts for 5 creditors, mailing them 245 notices, Cheque request
30-Oct-2023	Patricia Williams	0.3	61.80	Arrange for Purolator, emailing with suppliers
31-Oct-2023	Patricia Williams	0.1	20.60	Courier invoice
02-Nov-2023	Patricia Williams	0.4	82.40	Filing, Bank recs
03-Nov-2023	Patricia Williams	1.0	206.00	Cheque requests, Cintas follow up
08-Nov-2023	Patricia Williams	0.4	82.40	Filing, courier cheques, Cheque requests
10-Nov-2023	Patricia Williams	0.2	41.20	Pay courier invoice, Agresso invoice
16-Nov-2023	Patricia Williams	0.4	82.40	Cheque request x 2, filing, email to creditor
21-Nov-2023	Patricia Williams	0.1	20.60	Bank rec
22-Nov-2023	Patricia Williams	0.1	20.60	Arranging courier
23-Nov-2023	Patricia Williams	0.2	41.20	Cheque request, filing
24-Nov-2023	Patricia Williams	0.1	20.60	Filing
28-Nov-2023	Patricia Williams	0.1	20.60	Docusate link
30-Nov-2023	Patricia Williams	0.2	41.20	Filing, Cheque request
01-Dec-2023	Patricia Williams	0.2	41.20	Cheque requests
07-Dec-2023	Patricia Williams	0.5	103.00	Cheque requests x 4, filing
08-Dec-2023	Patricia Williams	0.1	20.60	Email 245 Notice
14-Dec-2023	Patricia Williams	0.4	82.40	Filing, Cheque requests
21-Dec-2023	Patricia Williams	0.3	61.80	Cheque request x 2, filing
22-Dec-2023	Patricia Williams	0.1	20.60	Filing
04-Jan-2024	Patricia Williams	0.4	82.40	Enbridge and ELK, filing
05-Jan-2024	Patricia Williams	0.1	20.60	Enbridge
18-Jan-2024	Patricia Williams	0.1	20.60	Filing
19-Jan-2024	Patricia Williams	0.5	103.00	Cheque requests
22-Jan-2024	Patricia Williams	0.7	144.20	Cheque requests
25-Jan-2024	Patricia Williams	0.1	20.60	Filing
26-Jan-2024	Patricia Williams	0.4	82.40	Cheque requests
01-Feb-2024	Patricia Williams	0.1	20.60	Filing
05-Feb-2024	Patricia Williams	0.2	41.20	Cheque requests
08-Feb-2024	Patricia Williams	0.1	20.60	Filing
12-Feb-2024	Patricia Williams	0.2	41.20	Cheque requests
15-Feb-2024	Patricia Williams	2.1	432.60	Printing, folding and mailing T4s, filing
21-Feb-2024	Patricia Williams	0.5	103.00	Cheque requests
23-Feb-2024	Patricia Williams	0.4	82.40	Employee email, filing, Cheque requests
04-Mar-2024	Patricia Williams	0.3	61.80	Cheque requests
06-Mar-2024	Patricia Williams	0.1	20.60	Answering vendor query
07-Mar-2024	Patricia Williams	0.2	41.20	Filing, arranging Purolator
08-Mar-2024	Patricia Williams	0.3	61.80	Cheque requests
12-Mar-2024	Patricia Williams	0.2	41.20	Cheque request, confirming invoices
14-Mar-2024	Patricia Williams	0.1	20.60	Filing
15-Mar-2024	Patricia Williams	0.1	20.60	Filing
18-Mar-2024	Patricia Williams	0.1	20.60	Emails re water meter
19-Mar-2024	Patricia Williams	0.4	82.40	Cheque requests
22-Mar-2024	Patricia Williams	0.1	20.60	Cheque request
22-Mar-2024	Patricia Williams	0.3	61.80	Cheque request
28-Mar-2024	Patricia Williams	0.1	20.60	Filing
01-Apr-2024	Patricia Williams	0.5	103.00	Cheque requests
03-Apr-2024	Patricia Williams	0.4	82.40	Processing invoices, filing, Cheque request
04-Apr-2024	Patricia Williams	0.1	20.60	Cheque request
08-Apr-2024	Patricia Williams	0.1	20.60	Emailing Coxon's

Date	Description	Units	Amount	Notes
11-Apr-2024	Patricia Williams	0.2	41.20	Filing, Cheque request
16-Apr-2024	Patricia Williams	0.1	20.60	Filing
06-May-2024	Patricia Williams	0.5	103.00	Cheque requests
10-May-2024	Patricia Williams	0.1	20.60	Arranging courier
23-May-2024	Patricia Williams	0.2	41.20	Filing, Cheque request
27-May-2024	Patricia Williams	0.1	20.60	Cheque request
27-May-2024	Patricia Williams	0.4	82.40	Disbursement spreadsheet update
31-May-2024	Patricia Williams	0.1	20.60	Filing
04-Jun-2024	Patricia Williams	0.1	21.40	Cheque request
05-Jun-2024	Patricia Williams	0.2	42.80	Call with Cintas re statement, dealing with Coxon's statement of account
06-Jun-2024	Patricia Williams	0.1	21.40	Filing
07-Jun-2024	Patricia Williams	0.1	21.40	Cheque request
13-Jun-2024	Patricia Williams	0.2	42.80	Filing, Cheque request
17-Jun-2024	Patricia Williams	0.1	21.40	Cheque request
21-Jun-2024	Patricia Williams	0.2	42.80	Purolator pickup, filing
27-Jun-2024	Patricia Williams	0.1	21.40	Filing
02-Jul-2024	Patricia Williams	0.2	42.80	Cheque requests
04-Jul-2024	Patricia Williams	0.3	64.20	Cheque requests
15-Jul-2024	Patricia Williams	0.2	42.80	Filing, Cheque request
17-Jul-2024	Patricia Williams	0.1	21.40	Cheque request
25-Jul-2024	Patricia Williams	0.1	21.40	Filing
30-Jul-2024	Patricia Williams	0.2	42.80	Cheque requests
01-Aug-2024	Patricia Williams	0.1	21.40	Filing
14-Aug-2024	Patricia Williams	0.1	21.40	Filing
22-Aug-2024	Patricia Williams	0.4	85.60	Follow up with service cancellations, cheque rec
23-Aug-2024	Patricia Williams	0.1	21.40	Call to Ekos re credit
23-Aug-2024	Patricia Williams	0.1	21.40	Cheque request
27-Aug-2024	Patricia Williams	0.2	42.80	Cheque request x 2
29-Aug-2024	Patricia Williams	0.2	42.80	Cheque requests
03-Sep-2024	Patricia Williams	0.1	21.40	Cheque request
04-Sep-2024	Patricia Williams	0.1	21.40	Cheque request
05-Sep-2024	Patricia Williams	0.2	42.80	Filing, cheque request
12-Sep-2024	Patricia Williams	0.2	42.80	Filing, arranging courier
13-Sep-2024	Patricia Williams	0.2	42.80	Cheque requests
16-Sep-2024	Patricia Williams	0.1	21.40	Cheque request
19-Sep-2024	Patricia Williams	0.1	21.40	Filing
26-Sep-2024	Patricia Williams	0.1	21.40	Filing
27-Sep-2024	Patricia Williams	0.2	42.80	Contact Ford re lease, cheque request
01-Oct-2024	Patricia Williams	0.1	21.50	Cheque request
15-Oct-2024	Patricia Williams	0.3	64.50	Cheque requests
17-Oct-2024	Patricia Williams	0.1	21.50	Filing
18-Oct-2024	Patricia Williams	0.1	21.50	Filing
23-Oct-2024	Patricia Williams	0.1	21.50	Filing
24-Oct-2024	Patricia Williams	0.1	21.50	Cheque request
25-Oct-2024	Patricia Williams	0.1	21.50	Cheque request
31-Oct-2024	Patricia Williams	0.3	64.50	Filing, assisting supplier
05-Nov-2024	Patricia Williams	0.2	43.00	Cheque request, assisting GFL balancing accounts
06-Nov-2024	Patricia Williams	0.1	21.50	Cheque request
08-Nov-2024	Patricia Williams	0.1	21.50	Email re GFL
13-Nov-2024	Patricia Williams	0.1	21.50	Filing
22-Nov-2024	Patricia Williams	0.1	21.50	Filing
25-Nov-2024	Patricia Williams	0.1	21.50	Cheque request

Date	Description	Units	Amount	Notes
29-Nov-2024	Patricia Williams	0.1	21.50	Filing
		35.7	7,180.70	
22-Aug-2023	Rob Smith	5.0	3,300.00	attend KBC for possession; meeting with Mark and Izabela re receivership and next steps; call with Simone; prepare receivership cashflow; calls to T. Van Klink, M. Wolf, M. Vine re operating plans
23-Aug-2023	Rob Smith	1.6	1,056.00	letter of direction to BMO to open new account; calls with Mark re forecast, operations, etc.; review I. Muzzin comments on forecast, respond to same; call with M. Wolf and T. Van Klink re EDC and realization strategy
24-Aug-2023	Rob Smith	0.9	594.00	review promo details from Marty, discussion re same; f/u email to BMO re new bank account; review insurance policy and corporate profile; email CF team re marketing process assistance; email Simon re budget and operational funding; call with M. Vine re possible cash advance; f/u email to Mark and Izabela re info required
25-Aug-2023	Rob Smith	0.6	396.00	emails from I. Muzzin, respond to same; call with Corporate Finance team re new mandate; respond to BMO email re opening new account
28-Aug-2023	Rob Smith	1.2	792.00	call with M. Muzzin re forecast and funding ongoing operations, email with Simon re same; call with S. Funtig (landlord); call with Simon and Tina re funding request; call from Muzzin re forecast
29-Aug-2023	Rob Smith	0.8	528.00	call with M. Muzzin re update, operational issues, forecast, etc. emails with M. Wolf re upcoming payroll; call with BMO re new bank account
30-Aug-2023	Rob Smith	0.3	198.00	call from M. Muzzin to review COS detail sheet; email to M. Wolf re payroll
31-Aug-2023	Rob Smith	0.3	198.00	review and sign 245 notice, email same to OSB; emails re required purchases
01-Sep-2023	Rob Smith	2.8	1,848.00	respond to S. Funtig email update forecast for new disbursements; numerous calls and emails with GFS re food order; update cashflow for purchases; investigate \$13k that cleared account; review invoices for requested purchases; call with Mark; call with Kevin and email with Izabella re accounting and bank access; email to Escarpment Labs re receivership account; call with Billy re restaurant operations over the weekend.
04-Sep-2023	Rob Smith	2.6	1,716.00	calls/emails with Billy and Izabela re Morton's/GFS; memo to file re GFS issues; email to GFS re cancel new account; update cashflow forecast and email to Simon and Tina re cash need; review inventory list, sales report, recipes, etc. received from Mack, compare sales report to forecast and f/u email to Mack; review cashflow version from Mezas, prepare version of forecast with their input, plus actuals and known accrued amounts, email to Mezas re same
05-Sep-2023	Rob Smith	3.5	2,310.00	@ Kingsville; meet with Mark and Izabela re ongoing operations and cashflow; receive term and task letters; meet with Can Am Appraiz; meeting with J. Edgett re marketing plan; update call to M. Wolf; review payments through BMO account with Izabela and respond to M. Wolf re same
06-Sep-2023	Rob Smith	5.3	3,498.00	review disbursement requests, update cashflow, emails with Meza and company re required payments; emails with suppliers re arrears on account; emails with company re essential payments; calculated rent due for receivership period; call from M. Muzzin re disbursements; emails with Escarpment; emails with landlord re rent; email to company and BMO re approved payments; bank freeze letter; access to Sage and print required reports; prepare AR tracker and update with collections; email terminated employee re WEPP claim
07-Sep-2023	Rob Smith	1.0	660.00	complete new BMO account setup; emails with M. Wolf and company re payments and deposits expected; numerous company emails re disbursements, email to Simon and Tina to advise of payments on hold; instructions for utility letters; emails with Escarpment and company re failure to ship current order
08-Sep-2023	Rob Smith	0.7	462.00	email from Escarpment; approve disbursements; respond to M. Wolf email re amounts clearing bank; call with M. Wolf
11-Sep-2023	Rob Smith	1.1	726.00	review daily deposit and bank account; call with M. Vine re operations/refinance update; call from M. Muzzin; email to I. Muzzin re daily sales summary; update cashflow and email to Tina (Mezas) re funding ; cheque requests for approved disbursements; emails with T. Rincon re cashflow; emails to KBC and Mezas group re funding request
12-Sep-2023	Rob Smith	0.4	264.00	emails and calls with Marty and Mark re funding request and operations of Tap House, update email to BMO re same
13-Sep-2023	Rob Smith	2.1	1,386.00	respond to Kingsville Water and Waste email; review payroll and request cheques; calls with Mark re tap house shut down, email to Mezas group re same; numerous emails from company re disbursement requests; reviewing sales info from company; review invoices from company, respond and request payment accordingly
14-Sep-2023	Rob Smith	0.7	462.00	calls from Muzzin; call with Simon re financing; update call with M. Wolf
16-Sep-2023	Rob Smith	0.3	198.00	emails with Mezas, company and BMO re timing of injection

Date	Description	Units	Amount	Notes
18-Sep-2023	Rob Smith	0.8	528.00	email to BMO re timing of cash injection; call from M. Muzzin; texts with company re orders; questions from Can Am, email to M. Muzzin re same; calculate WEPP claims and instruction for input and mailout
19-Sep-2023	Rob Smith	0.8	528.00	emails from company re purchases and disbursements; call from Canpar, pay arrears and email with court order re future services; emails with BMO re fees; review payroll detail report re employee claims of short payments, respond to company
20-Sep-2023	Rob Smith	0.6	396.00	texts from M. Muzzin; summarize all payments on hold pending receipt of funds; review appraisal and share with BMO; calls from Mark re funding
21-Sep-2023	Rob Smith	0.2	132.00	update call from Muzzin; respond to M. Vine email; work on reconciling BMO and MNP account activity
25-Sep-2023	Rob Smith	0.3	198.00	emails with company, Mezas and BMO re cash advance, calls from M. Muzzin
27-Sep-2023	Rob Smith	0.3	198.00	calls from Muzzin re operations and cash advance
28-Sep-2023	Rob Smith	0.2	132.00	calls from M. Muzzin; email to BMO re OLBB
02-Oct-2023	Rob Smith	2.5	1,650.00	attendance in Kingsville to meet Johnstone, Simon, Turco and team; meet with Izabella; review R&D to date
03-Oct-2023	Rob Smith	0.3	198.00	update email to M. Wolf re investor meeting
05-Oct-2023	Rob Smith	0.8	528.00	email to Josie and Anne re cheques received; emails from M. Wolf; emails with M. Vine re update and documentation of Johnstone advance; draft proposed email re terms of Advance
06-Oct-2023	Rob Smith	0.2	132.00	calls from M. Muzzin
10-Oct-2023	Rob Smith	0.2	132.00	review and approve disbursements
11-Oct-2023	Rob Smith	0.1	66.00	review and approve EFT's
18-Oct-2023	Rob Smith	0.8	528.00	call from Muzzin, review Ford Canada POC, review PPSA's and corporate profile and email to M. Vine re same; review keg lease agreements and details re missing kegs; email to M. Vine re security opinion; approve disbursements
19-Oct-2023	Rob Smith	0.5	330.00	call from Muzzin; approve disbursements; respond to M. Wolf update request; call from Ford re vehicle and POC
26-Oct-2023	Rob Smith	0.3	198.00	calls from M. Muzzin re operations and info required from BMO
27-Oct-2023	Rob Smith	0.2	132.00	email to Simon re burn and timeline; review and authorize disbursements; emails with BMO; email to Mark re BMO payout
31-Oct-2023	Rob Smith	0.6	396.00	call from M. Muzzin re expenses; review LOI from Mezas; call with T. Rincon re asset offer; update emails to BMO
01-Nov-2023	Rob Smith	1.1	726.00	approve disbursements; call from Muzzin; call with M. Wolf and T. Van Klink; calls with Muzzin and Bozas; email to Mark and Marty
02-Nov-2023	Rob Smith	0.2	132.00	respond to M. Wolf email
03-Nov-2023	Rob Smith	0.2	132.00	call from Simon
04-Nov-2023	Rob Smith	0.3	198.00	emails
06-Nov-2023	Rob Smith	1.1	726.00	texts with Simon re expected LOI for BMO debt; review LOI and emails with BMO; calls with Tina from Mezas; email to BMO to summarize options
07-Nov-2023	Rob Smith	0.5	330.00	call with Mark and email to Marty re Mezas offer and PG's; conf call with Mark and Marty
13-Nov-2023	Rob Smith	0.5	330.00	call with T. Van Klink and M. Wolf to discuss Mezas offer and next steps; email to Mark and Marty re stat decs
21-Nov-2023	Rob Smith	0.9	594.00	call with M. Wolf and T. Van Klink re counter offer, review T. Van Klink email
23-Nov-2023	Rob Smith	0.2	132.00	respond to I. Muzzin email to provide details of EFT's
29-Nov-2023	Rob Smith	0.2	132.00	call from M. Muzzin; approve disbursements
04-Dec-2023	Rob Smith	0.6	396.00	call with M. Wolf and T. Van Klink re latest offer and next steps; review cash burn forecast and email same to T. Van Klink and M. Wolf
05-Dec-2023	Rob Smith	0.4	264.00	call with M. Wolf and T. Van Klink
07-Dec-2023	Rob Smith	0.2	132.00	call from Muzzin re funding burn and reporting on taphouse
11-Dec-2023	Rob Smith	0.3	198.00	call from M. Muzzin re funding of cash burn, operating expenses
13-Dec-2023	Rob Smith	0.2	132.00	email to Marty re funding cash burn
14-Dec-2023	Rob Smith	0.3	198.00	emails with Mark/Marty/M. Wolf re offer acceptance, funding and next steps; approve EFT's' call from Mark
15-Dec-2023	Rob Smith	0.6	396.00	approve disbursements; call with Mark, Marty and Micha; f/u call with Micha
18-Dec-2023	Rob Smith	0.4	264.00	call from M. Muzzin; call with. Van Klink and M. Wolf
19-Dec-2023	Rob Smith	0.3	198.00	call from M. Muzzin; emails with M. Vine re process to discharge receiver
20-Dec-2023	Rob Smith	0.6	396.00	call with M. Wolf and T. Van Klink re funding and closing assignment; approve EFT's; call with Muzzin
21-Dec-2023	Rob Smith	0.2	132.00	letter from CRA re ITC reversal
02-Jan-2024	Rob Smith	0.1	66.00	emails with KBC and BMO requesting status update

Date	Description	Units	Amount	Notes
03-Jan-2024	Rob Smith	1.8	1,188.00	call with Mark and Marty, update email to BMO; call with M. Wolf and T. Van Klink; begin update of statement of net realizations; follow up calls with Mark and Marty re next steps
05-Jan-2024	Rob Smith	0.5	330.00	communication with Mark and Marty re wire, update email to BMO re same
08-Jan-2024	Rob Smith	0.9	594.00	emails with Mark, Marty and BMO re closure; review letter from Johnson, forward same to BMO with summary; respond to email with info for wire
09-Jan-2024	Rob Smith	0.1	66.00	update email to M. Vine
10-Jan-2024	Rob Smith	0.7	462.00	Marty texts and call re cash burn; review Horizon LOI, call with Micha and Tony re same
11-Jan-2024	Rob Smith	0.2	132.00	emails with BMO and Marty re assignment, burn rate, etc.
12-Jan-2024	Rob Smith	0.3	198.00	Marty and Micha re wire issues
18-Jan-2024	Rob Smith	0.3	198.00	call with M. Wolf; approve online disbursements
19-Jan-2024	Rob Smith	0.4	264.00	calls with M. Muzzin, emails with M. Wolf re status of wire
29-Jan-2024	Rob Smith	0.7	462.00	review proforma R&D, email to Mark and Marty re funding required; calls with Mark re disbursements
31-Jan-2024	Rob Smith	0.3	198.00	calls from Muzzin, email to Marty re advance required
01-Feb-2024	Rob Smith	0.4	264.00	call with M. Wolf and T. Van Klink
02-Feb-2024	Rob Smith	0.1	66.00	emails with M. Heaton re new part, review quote and approve order
06-Feb-2024	Rob Smith	0.4	264.00	call with Mark/Izabella and Tina re forecast review
07-Feb-2024	Rob Smith	0.3	198.00	calls from Muzzin re burn requirement and update email to BMO
08-Feb-2024	Rob Smith	0.4	264.00	call from Muzzin; call with M. Wolf and T. Van Klink
09-Feb-2024	Rob Smith	0.3	198.00	call with Muzzin, emails with M. Turco
22-Feb-2024	Rob Smith	0.4	264.00	call with Muzzin; call with M. Wolf and T. Van Klink
28-Feb-2024	Rob Smith	0.3	198.00	deal with hold on account and processing payroll payments; email to M. Muzzin re Billy's questions over hiring and ongoing operation
01-Mar-2024	Rob Smith	0.3	198.00	call from CRA re SD account; call with Muzzin, text to Turco re payment
04-Mar-2024	Rob Smith	0.1	66.00	emails with M. Wolf re funding
06-Mar-2024	Rob Smith	0.1	66.00	email to Mark and Marty
07-Mar-2024	Rob Smith	0.3	198.00	call with Mark re funding, next steps
08-Mar-2024	Rob Smith	0.3	198.00	review March proforma and email to M. Wolf re same; calls from Muzzin re expense reimbursements
18-Mar-2024	Rob Smith	0.2	132.00	call to Mark, email to M. Van Klink and Micha
19-Mar-2024	Rob Smith	0.8	528.00	call with Micha and Tony re assignment deadline; calls with Muzzin ongoing operations; emails to Mark, Marty and Mezas re assignment
20-Mar-2024	Rob Smith	0.3	198.00	calls from Mark re operational issues and assignment; update email to M. Vine
22-Mar-2024	Rob Smith	0.4	264.00	texts/calls with Mark and Marty, update email to BMO
26-Mar-2024	Rob Smith	0.4	264.00	call with Micha and Tony re next steps
28-Mar-2024	Rob Smith	0.3	198.00	call from Mark re funding; approve disbursements
05-Apr-2024	Rob Smith	0.2	132.00	call with M. Turco
08-Apr-2024	Rob Smith	0.4	264.00	calls/emails with Mark and Marty re refi and closure of taphouse; update email to BMO
09-Apr-2024	Rob Smith	0.3	198.00	calls from Muzzin re taphouse closure; update to BMO
10-Apr-2024	Rob Smith	0.9	594.00	update call with BMO; calls from M. Muzzin; wind down planning call with brewery staff
11-Apr-2024	Rob Smith	1.3	858.00	calls with Mark, call with Wayne (potential new lender), call with Mark and D. Halliwell; call with BMO; respond to M. Turco email
12-Apr-2024	Rob Smith	0.5	330.00	calls from Muzzin; review assignment agreement; call with Micha
16-Apr-2024	Rob Smith	0.3	198.00	call with Muzzin re ROE's and timing
17-Apr-2024	Rob Smith	0.2	132.00	call with Muzzin, respond to BMO update request
18-Apr-2024	Rob Smith	0.2	132.00	update call with BMO
23-Apr-2024	Rob Smith	0.1	66.00	update call from M. Muzzin
25-Apr-2024	Rob Smith	0.2	132.00	call from Mark and Marty re BMO statement of claim
26-Apr-2024	Rob Smith	0.2	132.00	update call with M. Wolf
03-May-2024	Rob Smith	0.3	198.00	calls from Mark, email from Marty; respond to BMO update request; approve online payments
06-May-2024	Rob Smith	0.3	198.00	calls with Mark/Marty, update email to BMO
07-May-2024	Rob Smith	0.8	528.00	call with BMO; call with Mark; email to Mark/Marty re conditions for 30 day delay
08-May-2024	Rob Smith	0.3	198.00	calls from Muzzin
13-May-2024	Rob Smith	0.5	330.00	review estimated burn calc to June 30, email to Mark/Marty re same; calls from Muzzin

Date	Description	Units	Amount	Notes
14-May-2024	Rob Smith	0.2	132.00	approve payroll payment; calls from Muzzin and looking into his expense reimbursements
21-May-2024	Rob Smith	0.1	66.00	f/u email to M. Turco re burn, update email to BMO
05-Jun-2024	Rob Smith	0.2	135.00	call from Mark re advance; update to BMO
10-Jun-2024	Rob Smith	0.2	135.00	call from Muzzin re refi, email to BMO and MT
14-Jun-2024	Rob Smith	0.1	67.50	call from M. Muzzin
17-Jun-2024	Rob Smith	0.2	135.00	call with M. Muzzin
20-Jun-2024	Rob Smith	0.2	135.00	calls from M. Muzzin
25-Jun-2024	Rob Smith	0.3	202.50	update call with M. Vine; call with D. Halliwell and M. Muzzin
02-Jul-2024	Rob Smith	0.3	202.50	call with M. Vine and company re discharge process
15-Jul-2024	Rob Smith	0.2	135.00	call with Muzzin, email to KBC team re update request
16-Jul-2024	Rob Smith	0.4	270.00	calls with Muzzin; site visit to brewery
06-Aug-2024	Rob Smith	0.6	405.00	email to KBC team; call with M. Muzzin; call with company and counsels re receiver discharge
16-Aug-2024	Rob Smith	0.8	540.00	review and edits to first report
19-Aug-2024	Rob Smith	0.2	135.00	update email to KBC team
21-Aug-2024	Rob Smith	0.1	67.50	f/u email to KBC and email re funding need
22-Aug-2024	Rob Smith	0.1	67.50	call with M. Vine re next steps; review final report and send to M. Vine for review
26-Aug-2024	Rob Smith	0.2	135.00	review HP comments on draft report
30-Aug-2024	Rob Smith	0.2	135.00	call with M. Muzzin, approve payroll
03-Sep-2024	Rob Smith	0.2	135.00	call with Muzzin; email to RBC; f/u email to Marty
11-Sep-2024	Rob Smith	0.1	67.50	emails with BMO and KBC re wire instructions
13-Sep-2024	Rob Smith	0.2	135.00	calls with Texas bank re wires; approve payroll
18-Sep-2024	Rob Smith	0.1	67.50	emails with BMO and M. Turco re funding
20-Sep-2024	Rob Smith	0.2	135.00	calls with Muzzin re CRA account and lease of Taphouse
27-Sep-2024	Rob Smith	0.2	135.00	call from M. Muzzin
04-Oct-2024	Rob Smith	0.2	136.00	call from M. Muzzin, approve online rent payment
07-Oct-2024	Rob Smith	0.2	136.00	call with Muzzin
08-Oct-2024	Rob Smith	0.2	136.00	update calls with M. Muzzin
13-Oct-2024	Rob Smith	0.1	68.00	wire instructions to M. Turco
17-Oct-2024	Rob Smith	0.2	136.00	call from M. Muzzin re funding update
18-Oct-2024	Rob Smith	0.1	68.00	call with BMO branch and M. Muzzin to confirm account info for transfer
23-Oct-2024	Rob Smith	0.5	340.00	review latest version of docs in support of receiver's discharge, comments to M. Vine
08-Nov-2024	Rob Smith	0.1	68.00	approve disbursement
21-Nov-2024	Rob Smith	0.2	136.00	call with Muzzin re discharge material, call with M. Vine re same
		77.0	50,935.50	
Total Professional Fees		958.6	440,865.00	

Disbursements

22-Aug-2023	Mileage	192.92	Brendan Hinton - Take possession
22-Aug-2023	Mileage	192.39	Rob Smith - possession
23-Aug-2023	Mileage	192.39	Brendan Hinton - Meet with employees
05-Sep-2023	Mileage	192.39	Rob Smith - meeting Can Am and J. Edgett
28-Sep-2023	Mileage	44.52	Josie Costella - Travel to client
08-Oct-2023	Mileage	176.01	Brendan Hinton - Meet with management
24-Nov-2023	Mileage	190.80	Rob Smith - meet Johnston, Turco, Simon etc.
10-Feb-2024	Mileage	112.84	Brendan Hinton - meet with employees
17-May-2024	Mileage	221.96	Brendan Hinton - meet with employees
19-Oct-2024	Mileage	223.82	Brendan Hinton - meet with employees
		1,740.04	
31-Oct-2023	Courier	16.51	
10-Nov-2023	Courier	20.02	

Date	Description	Units	Amount	Notes
05-Jan-2024	Courier		16.51	
13-Mar-2024	Courier		16.00	
16-Sep-2024	Courier		16.13	
01-Oct-2024	Courier		16.95	
			102.12	
Total Disbursements			1,842.16	

APPENDIX F

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

KINGSVILLE BREWING COMPANY INC.

Respondent

**AFFIDAVIT OF THOMAS MASTERSON
(Sworn December 11, 2024)**

I, **THOMAS MASTERSON**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for MNP Ltd., in its capacity as Court-Appointed Receiver of the Respondent, Kingsville Brewing Company Inc., in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of June 15, 2023 to March 20, 2024.
3. Attached hereto and marked as **Exhibit "B"** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of June 15, 2023 to March 20, 2024 and an account statement detailing the services provided dated March 26, 2024.

4. Attached hereto and marked as **Exhibit “C”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of April 17, 2024 to August 26, 2024.
5. Attached hereto and marked as **Exhibit “D”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of April 17, 2024 to August 26, 2024 and an account statement detailing the services provided dated August 27, 2024.
6. Attached hereto and marked as **Exhibit “E”** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of August 27, 2024 to December 10, 2024.
7. Attached hereto and marked as **Exhibit “F”** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of August 27, 2024 to December 10, 2024 and an account statement detailing the services provided dated December 11, 2024.
8. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.
9. The fees and disbursements of Harrison Pensa ^{LLP} in this matter to December 10, 2024 are as follows:
 - a. Total Billed Fees and Disbursements from June 15, 2023 to March 20, 2024 - \$4,234.40;
 - b. Total Billed Fees and Disbursements from April 17, 2024 to August 26, 2024 - \$4,225.36; and
 - c. Total Billed Fees and Disbursements from August 27, 2024 to December 10, 2024 - \$3,977.60.

Total: \$12,437.36
10. The weighted average hourly rate charged by professionals at Harrison Pensa ^{LLP} is \$344.73.

11. I estimate that the legal fees incurred by professionals at Harrison Pensa^{LLP} from December 11, 2024 to close this matter will total an additional \$5,000.00.

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

Sworn before me: ☒ in person OR ☐ by video conference

by Thomas Masterson at the City of London in the County of Middlesex, before me on December 11, 2024, in accordance with O. Reg. 431/20 Remotely.



Commissioner for Taking Affidavits



THOMAS MASTERSON

Shannon Marie Rose Davies, a Commissioner, etc.,
Province of Ontario, for Harrison Pensa LLP,
Barristers and Solicitors.
Expires June 26, 2027.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

BANK OF MONTREAL

Applicant

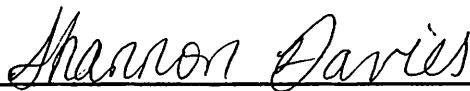
- and -

KINGSVILLE BREWING COMPANY INC.

Respondent

EXHIBITS

**TABS "A" TO "F" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
THOMAS MASTERSON
SWORN THIS 11th DAY OF DECEMBER, 2024**

A handwritten signature in cursive script, reading "Shannon Davies", is written over a solid horizontal line.

A Commissioner for taking Affidavits

**Shannon Marie Rose Davies, a Commissioner, etc.,
Province of Ontario, for Harrison Pensa LLP,
Barristers and Solicitors.
Expires June 28, 2027.**

EXHIBIT A

(From June 15, 2023 to March 20, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Melinda Vine	2007	1.40	\$375.00	\$525.00
	Melinda Vine	2007	6.30	\$350.00	\$2,205.00
Associates	Thomas Masterson	2019	3.70	\$250.00	\$925.00
Clerks	Olivia Rajsp		0.10	\$200.00	\$20.00
TOTAL FEES					\$3,675.00
HST ON FEES					\$477.75
TOTAL TAXABLE DISBURSEMENTS					\$58.10
TOTAL NON – TAXABLE DISBURSEMENTS					\$16.00
HST DISBURSEMENTS					\$7.55
TOTAL FEES, DISBURSEMENTS AND HST					\$4,234.40

EXHIBIT B

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

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

MNP Ltd.
1002-148 Fullarton Street
London, ON
N6A 5P3

March 26, 2024
Invoice #: 2229987
Account #: 2229987-197355

File #: 197355/Melinda Vine
RE: Kingsville Brewing Company Inc

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
15-Jun-23	To correspondence with client;	.20	\$70.00	MVI
15-Jun-23	To correspondence with client;	.20	\$70.00	MVI
24-Jul-23	To conference MNP;	.20	\$70.00	MVI
26-Jul-23	To correspondence with client;	.20	\$70.00	MVI
9-Aug-23	To follow with client;	.20	\$70.00	MVI
22-Aug-23	To conference client;	.20	\$70.00	MVI
24-Aug-23	To conference client;	.20	\$70.00	MVI
11-Sep-23	To conference with client;	.30	\$105.00	MVI
12-Sep-23	To review correspondence from Receiver;	.30	\$105.00	MVI
14-Sep-23	To various correspondence;	.20	\$70.00	MVI
21-Sep-23	To various correspondence with client;	.30	\$105.00	MVI
5-Oct-23	To correspondence with client;	.20	\$70.00	MVI
18-Oct-23	To correspondence with client;	.20	\$70.00	MVI
18-Oct-23	To correspondence with client;	.20	\$70.00	MVI
18-Oct-23	To review of Application record;	.20	\$70.00	MVI
18-Oct-23	To draft PMSI opinion	1.50	\$375.00	THM
19-Oct-23	To draft Security Opinion	2.00	\$500.00	THM
20-Oct-23	To revise Security Opinion	.20	\$50.00	THM

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
23-Oct-23	To correspondence with client;	.20	\$70.00	MVI
23-Oct-23	To obtain PPSA searches;	.10	\$20.00	ORA
23-Oct-23	To review various opinions, documents, law and searches;	1.50	\$525.00	MVI
1-Nov-23	To telephone conference with client;	.20	\$70.00	MVI
18-Dec-23	To various correspondence re: payout and discharge;	.50	\$175.00	MVI
20-Dec-23	To correspondence from Van Klink and counsel;	.40	\$140.00	MVI
2-Jan-24	To follow with client;	.20	\$70.00	MVI
3-Jan-24	To correspondence from Tony;	.20	\$75.00	MVI
3-Jan-24	To conference client;	.20	\$75.00	MVI
3-Jan-24	To correspondence from counsel for company;	.20	\$75.00	MVI
8-Jan-24	To follow with client;	.20	\$75.00	MVI
9-Jan-24	To correspondence with client;	.20	\$75.00	MVI
20-Mar-24	To follow with client;	.20	\$75.00	MVI
20-Mar-24	To correspondence with client;	.20	\$75.00	MVI

Total Fees:	\$	3,675.00
Plus GST:		0.00
Plus HST:		477.75
Total Fees (INCL TAX)		

\$ 4,152.75

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Melinda Vine	1.40	\$375.00	\$525.00
Melinda Vine	6.30	\$350.00	\$2,205.00
Thomas Masterson	3.70	\$250.00	\$925.00
Olivia Rajsp	.10	\$200.00	\$20.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$16.00
Total Non-Taxable Disbursements:	16.00

TAXABLE DISBURSEMENTS

PPSA	58.10
Total Taxable Disbursements:	\$ 58.10
Plus GST:	0.00
Plus HST:	7.55
Total Disbursements (INCL TAX)	


\$ 81.65

TOTAL DUE & OWING

\$ 4,234.40

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: 
Melinda Vine

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.
Payment can be made online through your bank's website or mobile app.**

GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

TERMS: DUE UPON RECEIPT

Cheque, Mastercard and VISA also accepted.

Please make cheque payable to:
HARRISON PENSA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

EXHIBIT C

(From April 17, 2024 to August 26, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Melinda Vine	2007	8.50	\$375.00	\$3,187.50
Associates	Thomas Masterson	2019	1.50	\$275.00	\$412.50
Clerks	Olivia Rajsp		0.10	\$205.00	\$20.50
	Emma Benaway		0.30	\$145.00	\$43.50
TOTAL FEES					\$3,664.00
HST ON FEES					\$476.32
TOTAL TAXABLE DISBURSEMENTS					\$61.10
TOTAL NON – TAXABLE DISBURSEMENTS					\$16.00
HST DISBURSEMENTS					\$7.94
TOTAL FEES, DISBURSEMENTS AND HST					\$4,225.36

EXHIBIT D

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

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

MNP Ltd.
1002-148 Fullarton Street
London, ON
N6A 5P3

August 27, 2024
Invoice #: 2235306
Account #: 2235306-197355

File #: 197355/Melinda Vine
RE: Kingsville Brewing Company Inc

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Apr-24	To correspondence with client;	.20	\$75.00	MVI
25-Apr-24	To various correspondence with client;	.30	\$112.50	MVI
25-Apr-24	To obtain PPSA reports;	.10	\$20.50	ORA
25-Apr-24	To review documents and draft PMSI opinions	1.50	\$412.50	THM
3-May-24	To review PSMI;	.30	\$112.50	MVI
3-May-24	To PSMI analysis and report;	1.00	\$375.00	MVI
5-Jun-24	To report from Receiver;	.20	\$75.00	MVI
25-Jun-24	To conference Rob Smith;	.20	\$75.00	MVI
28-Jun-24	To various correspondence with client;	.40	\$150.00	MVI
2-Jul-24	To meeting with client and borrower;	.20	\$75.00	MVI
2-Jul-24	To review precedents;	.20	\$75.00	MVI
2-Jul-24	To correspondence with o/c;	.20	\$75.00	MVI
4-Jul-24	To correspondence re: motions dates;	.20	\$75.00	MVI
4-Jul-24	To correspondence with o/c;	.20	\$75.00	MVI
4-Jul-24	To email correspondence to court;	.20	\$29.00	EMB
10-Jul-24	To email correspondence;	.10	\$14.50	EMB
15-Jul-24	To correspondence from client;	.20	\$75.00	MVI
23-Jul-24	To conference client;	.20	\$75.00	MVI

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
24-Jul-24	To correspondence from client;	.20	\$75.00	MVI
30-Jul-24	To correspondence with client;	.20	\$75.00	MVI
31-Jul-24	To correspondence with counsel for the borrower;	.30	\$112.50	MVI
6-Aug-24	To correspondence with client;	.20	\$75.00	MVI
6-Aug-24	To various correspondence re: call on discharge;	.20	\$75.00	MVI
6-Aug-24	To telephone conference with counsel for Borrowers;	.30	\$112.50	MVI
8-Aug-24	To correspondence with client;	.20	\$75.00	MVI
12-Aug-24	To correspondence with client;	.20	\$75.00	MVI
12-Aug-24	To review motion materials; to correspondence with client;	.70	\$262.50	MVI
14-Aug-24	To correspondence from counsel for the borrower;	.10	\$37.50	MVI
19-Aug-24	To correspondence from client;	.20	\$75.00	MVI
21-Aug-24	To correspondence with client;	.20	\$75.00	MVI
22-Aug-24	To review motion materials; to correspondence to client;	.70	\$262.50	MVI
26-Aug-24	To review First and Final Report of the Receiver;	.80	\$300.00	MVI

Total Fees:	\$	3,664.00
Plus GST:		0.00
Plus HST:		476.32
Total Fees (INCL TAX)		

\$ 4,140.32

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Melinda Vine	8.50	\$375.00	\$3,187.50
Thomas Masterson	1.50	\$275.00	\$412.50
Olivia Rajsp	.10	\$205.00	\$20.50
Emma Benaway	.30	\$145.00	\$43.50

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$16.00
Total Non-Taxable Disbursements:	16.00

TAXABLE DISBURSEMENTS

PPSA	61.10
Total Taxable Disbursements:	\$ 61.10
Plus GST:	0.00
Plus HST:	7.94
Total Disbursements (INCL TAX)	

\$ 85.04

TOTAL DUE & OWING

\$ 4,225.36

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: 
Melinda Vine

E. & O.E.

**Harrison Pensa LLP is a registered payee with most Canadian banks.
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GST / HST REGISTRATION NO: R867630543

Interest of 5.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

**TERMS: DUE UPON RECEIPT
Cheque, Mastercard and VISA also accepted.**

Please make cheque payable to:
HARRISON PENSA LLP, 130 Dufferin Ave., Suite 1101, P.O. Box 3237, London ON N6A 4K3

EXHIBIT E

(From August 27, 2024 to December 10, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Melinda Vine	2007	8.80	\$375.00	\$3,300.00
Associates	Thomas Masterson	2019	.80	\$275.00	\$220.00
TOTAL FEES					\$3,520.00
HST ON FEES					\$457.60
TOTAL FEES, DISBURSEMENTS AND HST					\$3,977.60

EXHIBIT F

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

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

MNP Ltd.
1002-148 Fullarton Street
London, ON
N6A 5P3

December 11, 2024
Invoice #: 2239947
Account #: 2239947-197355

File #: 197355/Melinda Vine
RE: Kingsville Brewing Company Inc

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

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
30-Aug-24	To draft Fee Affidavit	.80	\$220.00	THM
3-Sep-24	To review fee affidavit;	.20	\$75.00	MVI
4-Sep-24	To correspondence with client;	.20	\$75.00	MVI
5-Sep-24	To various correspondence from client and counsel;	.30	\$112.50	MVI
20-Sep-24	To correspondence from o/c;	.20	\$75.00	MVI
20-Sep-24	To correspondence from client;	.20	\$75.00	MVI
25-Sep-24	To correspondence with client;	.20	\$75.00	MVI
26-Sep-24	To correspondence with client;	.20	\$75.00	MVI
26-Sep-24	To correspondence with counsel for Borrower;	.20	\$75.00	MVI
10-Oct-24	To correspondence from counsel;	.20	\$75.00	MVI
17-Oct-24	To correspondence with client;	.20	\$75.00	MVI
17-Oct-24	To correspondence from client;	.20	\$75.00	MVI
18-Oct-24	TO correspondence with client;	.20	\$75.00	MVI
21-Oct-24	To correspondence with client;	.20	\$75.00	MVI
22-Oct-24	To review Notice of Motion and Affidavit; to correspondence with client;	.60	\$225.00	MVI
23-Oct-24	To correspondence with client; to correspondence with o/c;	.30	\$112.50	MVI

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
28-Oct-24	To correspondence from client;	.20	\$75.00	MVI
8-Nov-24	To correspondence with BMO;	.20	\$75.00	MVI
11-Nov-24	To correspondence from counsel;	.20	\$75.00	MVI
11-Nov-24	To receipt and review of CRA documents; to correspondence with counsel;	.30	\$112.50	MVI
13-Nov-24	To correspondence with counsel for the Borrower;	.20	\$75.00	MVI
15-Nov-24	To correspondence with counsel;	.20	\$75.00	MVI
21-Nov-24	To correspondence with client;	.20	\$75.00	MVI
21-Nov-24	To conference client;	.20	\$75.00	MVI
21-Nov-24	To conference counsel for borrower;	.20	\$75.00	MVI
22-Nov-24	To various correspondence with client;	.30	\$112.50	MVI
25-Nov-24	To correspondence from counsel for Borrower;	.20	\$75.00	MVI
27-Nov-24	To correspondence with client;	.20	\$75.00	MVI
3-Dec-24	To correspondence from Receiver;	.20	\$75.00	MVI
4-Dec-24	To receipt and review of Motion Record;	.80	\$300.00	MVI
4-Dec-24	To correspondence with client;	.20	\$75.00	MVI
5-Dec-24	To correspondence with BMO;	.20	\$75.00	MVI
5-Dec-24	To correspondence re: creditor;	.20	\$75.00	MVI
9-Dec-24	To correspondence with counsel for the borrower;	.20	\$75.00	MVI
10-Dec-24	To First Report; to correspondence with client; to instructions re: invoicing and affidavit;	.80	\$300.00	MVI

Total Fees:	\$	3,520.00
Plus GST:		0.00
Plus HST:		457.60
Total Fees (INCL TAX)		<u>457.60</u>

\$ 3,977.60

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Melinda Vine	8.80	\$375.00	\$3,300.00
Thomas Masterson	.80	\$275.00	\$220.00

TOTAL DUE & OWING

\$ 3,977.60

THIS IS OUR ACCOUNT HEREIN

HARRISON Pensa LLP

Per: 

Melinda Vine

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON Pensa LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON Pensa LLP

GST / HST REGISTRATION NO: R867630543

Interest of 4.8% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

BANK OF MONTREAL

-and-

KINGSVILLE BREWING COMPANY INC.

Applicant

Respondent

Court File No. CV-23-00032284-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at
London, Ontario

AFFIDAVIT OF THOMAS MASTERSON

Harrison Pensa^{LLP}
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Melinda Vine (LSO #53612R)
Tel: (519) 679-9660
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Solicitors for the Receiver,
MNP Ltd.

BANK OF MONTREAL

and

KINGSVILLE BREWING COMPANY INC.

Applicant

Respondent

Court File No. CV-23-00032284-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
WINDSOR, ONTARIO

FIRST REPORT

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Melinda Vine (LSO #353612R)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: mvine@harrisonpensa.com

Solicitors for the Receiver,
MNP Ltd.