# ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) (COMMERCIAL LIST)

#### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

#### MOTION RECORD OF SYNERGY SWINE INC. (returnable April 10, 2014)

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Tel: 416-865-7791 Fax: 416-865-7048

Lawyers for Synergy Swine Inc.

TO: THE SERVICE LIST ATTACHED

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Lawyers for Quality Meat Packers Holdings Limited

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# TAB 1

Court File No. 31-1855569

# ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) (COMMERCIAL LIST)

#### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

#### NOTICE OF MOTION (returnable April 10, 2014)

The Synergy Swine Group as defined in the Affidavit of Mark Yungblut to be sworn April 8, 2014 ("**Synergy Swine**") will make a motion to the Honourable Justice D. M. Brown, on Thursday, April 10, 2014 at 2:00 p.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

#### THE MOTION IS FOR:

- (a) A motion to terminate the thirty day period within which Quality Meat Packers Limited ("QMP") must file a proposal under s. 50.4(11) of the *Bankruptcy and Insolvency Act*; or
- (b) In the alternative to subparagraph (a) above, the appointment, subject to their consent, of Farber & Associates or another acceptable licensed trustee as receiver over all or substantially all of the inventory of QMP pursuant to section 101 of the *Courts of Justice Act*; and
- (c) Such further and other relief as Synergy Swine may request and this Court deems just.

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#### THE GROUNDS FOR THE MOTION ARE:

(a) The facts as set out in the affidavit of Mark Yungblut to be sworn April 8, 2014; and

(b) Such other grounds as counsel may advise and this Court may permit.

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

- (a) The affidavit of Mark Yungblut to be sworn April 8, 2014; and
- (b) Such other evidence as counsel may advise and this Honourable Court may permit.

April 7, 2014 MCMILLAN LLP

Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON, M5J 2T3

Jeffrey Levine LS#: 55582H

Tel: 416-865-7791 Fax: 416-865-7048

Lawyers for the Moving Party, Synergy

Swine Inc.

TO: THE SERVICE LIST TO BE INCLUDED WITH THE MOTION RECORD

#### 3

# IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. 31-1855569

# AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

# ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) (COMMERCIAL LIST)

Proceeding commenced at Toronto

# NOTICE OF MOTION (RETURNABLE April 10, 2014)

# MCMILLAN LLP

**Brookfield Place** 

181 Bay Street, Suite 4400 Toronto, ON, M5J 2T3

Jeffrey Levine LS#: 55582H

Tel: 416-865-7791

Fax: 416-865-7048

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Lawyers for the Moving Party, Synergy Swine Inc.

# TAB 2

Court File No. 31-1855569

# ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) (COMMERCIAL LIST)

#### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

#### AFFIDAVIT OF MARK YUNGBLUT (sworn April 8, 2014)

- I, MARK YUNGBLUT, of the Village of Wroxeter, Howick Township in the Province of Ontario, MAKE OATH AND SAY:
- 1. I am the General Manager of Synergy Swine Inc. ("Synergy Swine"). Along with three others, I help to found Synergy Swine in 1994. I am also the President of the 50 percent owner of Synergy Swine, Molesworth Farm Supply Ltd. ("Molesworth").
- 2. I have a Degree in Animal Science from the University of Guelph and, prior to joining Molesworth in 1991, worked first in the pork division of J.M. Schneider Corp. and then for the Ontario Ministry of Agriculture and Food in connection with agriculture education for swine farmers. As such I have knowledge of the matters to which I hereinafter depose. Where my affidavit is made on information and belief, I identify the source of that information and believe it to be true.
- 3. Quality Meet Packers Ltd. ("QMP") filed a Notice of Intention to make a proposal on April 3, 2014 (the "NOI"). A copy of the NOI is attached as Exhibit "A." I make this affidavit in support of a motion to, among other things, terminate the thirty-day period within which QMP must file a proposal under s. 50.4 of the *Bankruptcy and*

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Insolvency Act (the "BIA") or, in the alternative, the appointment, subject to their consent, of Farber & Associates or another acceptable licensed trustee as receiver over all or substantially all of the inventory of QMP pursuant to Section 101 of the Courts of Justice Act.

#### The Ontario Swine Industry

4. The Ontario pork producing industry is significant. It generally produces over 100,000 pigs per week. While some are shipped to the U.S. or Quebec as weanlings or feeder pigs, Ontario processes approximately 95,000 market hogs a week.

#### The Synergy Swine Group

- 5. Synergy Swine is a hog production corporation headquartered in Molesworth, Ontario. The company is registered as a Farm Business with Agricorp, a provincial crown corporation that, among other things, administers insurance plans for farmers in Ontario. Synergy Swine's Agricorp Registration card is attached as Exhibit "B."
- 6. Synergy Swine buys weanlings (baby pigs) from various weanling producers.

  The weanlings are raised at contract nursery barns and finishing barns across

  Midwestern Ontario.
- 7. Synergy Swine is a part owner or related to several other hog farming businesses including:
  - (a) Synergy Services Inc.;
  - (b) Synergy Swine FPR1 Inc;

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- (c) Synergy Swine FPR2 Inc;
- (d) Mahogany Farms Ltd;
- (e) PA Pork;
- (f) Molesworth Farm Supply Limited;
- (g) RNR Swine Inc.

These entities form the **Synergy Swine Group**.

8. Synergy Swine supplies market-ready pigs to pork processing companies in Ontario and Quebec. One of the pork processing companies to which Synergy Swine supplies hogs is QMP.

#### Synergy Swine's Relationship to QMP

- 9. QMP is a processor of pigs in Ontario. It sells processed and butchered pork products. Synergy Swine started shipping market hogs to QMP in 1999. On April 29, 2013, Synergy and QMP entered into a contract for the sale of hogs (the "Contract"). Attached as Exhibit "C" is a copy of the Contract, styled as the "Live Hog Supply Agreement Using Multi-Component Pricing."
- 10. Section 2 and Schedule 1 of the Contract provides that Synergy shall supply QMP with approximately 104,000 hogs annually, or approximately 2,000 per week.

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- 11. Schedule 1 of the Contract further provides that Synergy will provide additional quantities of hogs to QMP in accordance with other Live Hog Supply Agreements between QMP and members of the Synergy Swine Group.
- 12. The formula for calculating the price that QMP will pay Synergy Swine for the hogs supplied under the Contract is set out in Schedules 2A to 2D. Many of the components of the pricing formula cannot be calculated prior to slaughter. For example, in pricing the hogs, QMP must determine the price per kilogram on the basis of the total weight of each butchered hog carcass. For obvious reasons, this factor cannot be assessed when Synergy Swine ships its hogs to QMP. The price is also modified on other factors such as the grade of the meat and whether a contract premium applies. Accordingly, Synergy does not invoice QMP for each hog shipment. Instead, section 8 of the Contract provides that payment for each shipment of hogs is due to Synergy within three working days of slaughter. Slaughter typically occurs the date of shipment or the following day.
- 13. Accordingly, the supply arrangement with QMP is very different than what might be expected in other businesses. Synergy Swine Group's supply terms with QMP are not at all designed to give time for QMP to pay, or to extend credit to QMP. The delay in payment of 4 or 5 days is only to allow for the required process to determine the price to be paid.
- 14. Under paragraph 4 of the Contract, title to the hogs and risk of loss passes to QMP upon delivery and acceptance of the hogs by QMP. Payment is to be made forthwith after value and price is determined as described above.

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#### QMP Accepted Millions of Dollars in Market Hogs Just Days Before It Filed Its NOI

- 15. The Synergy Swine Group delivered hogs to QMP in the days immediately prior to QMP's NOI filing. The deliveries were as follows:
  - i. Synergy Swine delivered 171 hogs to QMP on March 27, 2014 with an estimated value of \$44,545.71;
  - ii. Synergy Services Inc. delivered 201 hogs to QMP on March 26, 2014 and April2, 2014 with an estimated value of \$57,500;
- iii. Synergy Swine FPR1 Inc. delivered 1,759 hogs to QMP on March 26 and April 2 with an estimated value of \$407,258.14;
- iv. Synergy Swine FPR2 Inc. delivered 45 hogs to QMP on March 26 and April 2 with an estimated value of \$11,631.61;
- v. Mahogany Farms Ltd. delivered 65 hogs to QMP on April 1, 2014 with an estimated value of \$18,500;
- vi. PA Pork delivered 385 hogs to QMP on March 26, April 1 and April 3 with an estimated value of \$99,460.93;
- vii. Molesworth delivered 682 hogs to QMP on March 31, April 1 and April 2 with an estimated value of \$198,994.10; and
- viii. R.N.R. Swine Inc. delivered 230 hogs to QMP on March 31 with an estimated value of \$63,736.37.

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- 16. In total, the Synergy Swine Group delivered market hogs with an estimated value of \$901,626.86 in the days immediately leading up to NOI. The Synergy Swine Group has not been paid for any of these hogs.
- Farmers") that they too supplied hogs to QMP prior to the NOI filing for which they have not been paid. I am advised that the vast majority of shipments of hogs to QMP were made between March 27 and April 3, 2014. It is my strong belief that QMP knew or ought to have known that it was insolvent at the time it accepted delivery of the hogs from the Synergy Swine Group and the Other Hog Farmers and that it did not have the ability to pay for the hogs it accepted.
- 18. Attached as Exhibit "**D**" is a spreadsheet listing the deliveries made by the Synergy Swine Group, and certain of the Other Hog Farmers. The total estimated value of all hogs delivered to QMP for which payment has not been made and of which I am aware or have been advised (the "**Shipments**") is \$2,825,836.04.
- 19. Attached as Exhibit "E" is a series of emails I received from each of the Other Hog Farmers setting out the specifics of their respective deliveries (such emails constituting the "Other Hog Farmers' Correspondence").
- 20. To ensure that the Other Hog Farmers understood that one result of the within motion could be that QMP went bankrupt and ceased operations, counsel to Synergy Swine, McMillan LLP, sent the email attached as Exhibit "F."

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21. The Other Hog Farmers' Correspondence only includes correspondence from those Other Hog Farmers who responded to McMillan's email affirmatively as of the time of the evening of April 7, 2014. A copy of each of those affirmative responses is attached as Exhibit "G." Should additional confirmations from the Other Hog Farmers be received, it may be reflected in a supplementary affidavit.

#### QMP Has No Plan To Pay Hog Producers What They Are Owed

- 22. I attended a meetings and conference calls with the management of QMP on April 4 and 5, 2014. David Schwartz, President of QMP, advised in those exchanges that QMP does not have any plan for paying Synergy Swine, or for any of the Shipments, and that QMP is generally looking for pigs to be supplied to it in the near term at a \$30/pig discount from the price it agreed to pay its suppliers before it filed the NOI.
- 23. I have not been advised of, nor am I aware of, any plan for the restructuring of QMP. In any case, the Synergy Swine Group is not prepared to support any restructuring plan that does not see them being paid in full for their respective Shipments before fifteen days has elapsed from the date of their last shipment for which they have not been paid. As set out in the Other Hog Farmers' Correspondence, I am advised that the Other Hog Farmers are of the same view.

#### Material Prejudice to Synergy

- 24. Also at the meetings and conference calls on April 4 and 5, 2014, Mr. Schwartz advised me that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively.
- 25. Having regard to this security, the Synergy Swine Group and the Other Hog Farmers would be unfairly and materially prejudiced if they did not have security for the amounts owed by QMP for the Shipments that ranked in priority to any other security.

SWORN BEFORE ME at Listowel, Ontario on April 8, 2014.

Commissioner for Taking Affidavits

Mark Yungblut

# TAB A

This is Exhibit "A" referred to in the Affidavit of Mark Yungblut sworn before me this 8<sup>th</sup> day of April, 2014

A Commissioner, etc.



**Industry Canada** 

Office of the Superintendent of Bankruptcy Canada

Industrie Canada

Bureau du surintendant des faillites Canada

District of Ontario
Division No. 09 - Toronto
Court No. 31-1855569
Estate No. 31-1855569

In the Matter of the Notice of Intention to make a proposal of:

Quality Meat Packers Limited Insolvent Person

A. FARBER & PARTNERS INC.

Trustee

Date of the Notice of Intention: April 03, 2014

#### CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforenamed insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the *Bankruptcy and Insolvency Act*.

Pursuant to subsection 69(1) of the Act, all proceedings against the aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.



Date: April 03, 2014, 13:05





#### APPENDIX B - NOTICE OF INTENT

IN THE MATTER OF THE PROPOSAL OF QUALITY MEAT PACKERS LIMITED, A COMPANY DULY INCORPORATED PURSUANT TO THE LAWS OF THE PROVINCE OF ONTARIO WITH A HEAD OFFICE IN THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

#### NOTICE OF INTENTION TO MAKE A PROPOSAL

#### TAKE NOTICE THAT:

- 1. The undersigned Quality Meat Packers Limited, an insolvent person, pursuant to Subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, intends to make a Proposal to its creditors.
- 2. A Farber & Partners Inc., of 150 York Street, Suite 1600, Toronto, Ontario, a licensed Trustee, has consented to act as Trustee under the Proposal and a copy of the Consent is attached hereto.
- 3. A list of the names of the known creditors with claims amounting to \$250 or more and the amounts of their claims is attached.
- 4. Pursuant to Section 69 of the *Bankruptcy and Insolvency Act*, all proceedings against the company are stayed as of the date of filing this Notice with the Official Receiver in my locality.

DATED AT TORONTO this Day day of April, 2014.

QUALITY MEAT PACKERS LIMITED

Per: DAVID SCHWATT?

407 ETR	\$ 737.56
A.M. MECHANICAL	6,220.65
ABELL PEST CONTROL	3,831.96
ACCO BRANDS DIRECT	74.26
AFFILIATED CUSTOMS BROKERS LIMITED	137.50
AGRI STATS INC.	3,918.48
AMEX BANK OF CANADA	388.11
APPLIED INDUSTRIAL FLOORING	2,745.90
AQUA FAST FLUSH LTD	2,949.30
ARSENAL CLEANING SERVICES LTD	5,650.00
ARTIC GLACIER PREMIUM ICE	3,000.00
ASB HEATING ELEMENTS LTD.	622.13
ATLAS FENCE TORONTO LTD.	2,536.85
BELL CANADA	372.90
BERNARD KOWAL FOOD PRODUCTS LIMITED	29,567.28
BLUE - PENCIL	299.45
BONAVENTURE	739.58
BUSCH VACUUM TECHNICS INC.	4,217.67
C.F.F. STAINLESS STEELS INC.	1,731.86
CALDIC CANADA INC.	3,578.88
CANADA CARTAGE DIVERSIFIED ULC	394,193.26
CANADA REVENUE AGENCY	619.64
CANADAWIDE SAFETY INC.	366.12
CANADIAN DYNAMIC AIR COMPRESSOR	4,149.36
CANADIAN FOOD INSPECTION AGENCY	1,590.76
CAN-AM INSTRUMENTS LTD	306.23
CARLO MOROSIN	135.19
CENTRAL CANADA METALS INC.	5,252.24
CENTRIFUGES UNLIMITED INC.	2,298.16
CERTIFIED LABORATORIES	776.86
CHLORIDE BATTERY LTD.	1,289.17
CIMCO REFRIGERATION	6,916.88
CINTAS CANADA LIMITED	14,584.58
CLAYTON STEAM SYSTEM SOLUTIONS	3,945.11
CORPORATE COMMUNICATIONS	2,265.65
CRAWFORD-BROWN SUPPLY (ONTARIO) INC.	766.14
CROSSROADS C&I DISTRIBUTORS/FABRICATORS	1,426.58
CRS / VAMIC INC.	3,308.21
D.J. INDUSTRIAL SALES AND MANUFACTURING	2,876.65
DESIGN LABEL SYSTEMS INC.	13,127.28
DIAMOND TAXICAB DISPATCH SERVICE	155.00
DIVERSEY CANADA INC.	11,798.80
DOM ARC WELDING ALLOWS INC.	581.07

DOMINION BUSINESS MACHINE LEASING	67.80
DOVERCO	5,451.94
DOWNTOWN LUMBER & BUILDING SUPPLIES CO.	3,524.44
DOWNTOWN RENTAL & BUILDING SUPPLIES LTD.	393.46
DUSSAULT TRANSLATION LIMITED	440.70
EAMA PRECISION MACHINE & TOOLS CO.	6,443.83
EASTERN MEAT SOLUTIONS	1,878.37
ED MINER	750.00
ELASTO PROXY	595.55
ENERSYS CANADA INC.	1,344.72
ERB TRANSPORT	20,411.00
EXACON	3,128.74
FASTENAL CANADA LTD.	11,292.61
FISHER SCIENTIFIC	6,671.65
FOXX ADVERTISING & DESIGN INC.	10,571.15
FRANK RICCI & ASSOCIATES INC.	406.80
GEORGE STAMATAKIS	55.00
GO PACKAGING/GERRARD OVALSTRAPPING	1,745.55
GOLDEN BAY CORP.	1,459.98
GS1 CANADA	2,576.40
HARDWARE AGENCIES	1,074.42
HCH LAZERMAN INC.	1,140.17
HENRY KLASSEN	800.00
IMAGEON TORONTO	3,367.40
INDEPENDENT MECHANICAL SUPPLY	2,561.19
INDUSTRIAL REFRIGERATED SYSTEMS	848.97
INTERNATIONAL COLD STORAGE	275,240.68
INTERROLL CANADA LIMITED	598.78
INTRALOX	358.97
ITM INSTRUMENTS INC.	106.22
J.H. RYDER MACHINERY LIMITED	215.23
JAYEFF PARTNERS	593.25
JERVIS B. WEBB COMPANY OF CANADA	288.15
JOHN BROOKS COMPANY LIMITED	2,813.94
KASCO CANADA DIV. OF ATLANTIC SERVICE CO. LTD.	1,127.25
KENTMASTER MFG. CO. INC.	2,830.98
KETCHUM MANUFACTURING INC.	749.29
L.N. REYNOLDS CO. LTD.	599.41
LEODEGARIO ESPINOSA PONDANG	233.57
LINDE	698.86
LIQUID CARGO LINERS LIMITED	13,016.39
LITTLE SILVER CORPORATION	11,472.00
M & M CUSTOM CONVEYOR FABRICATION INC.	6,991.31

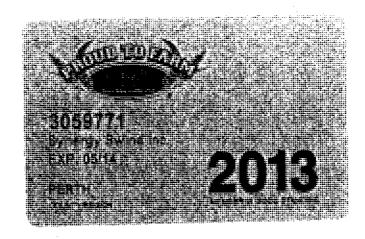
MAGNETO ELECTRIC SERVICE CO. LIMITED	6,713.12
MATHEWS DINSDALE & CLARK LLP	9,048.57
MAXXAM ANALYTICS	10,745.60
MCCORDICK GLOVE & SAFTY	2,061.07
MCMASTER CARR	1,275.67
MEGACITY EXPEDITER INC.	2,188.37
MENNEKES ELECTRICAL PRODUCTS	346.54
MICHAEL I. ATLAS	971.80
MINISTER OF FINANCE (GARNISHEES)	68.12
MINISTRY OF COMMUNITY AND SOCIAL SERVICES	2,322.81
MINISTRY OF FINANCE	26,468.15
MMIS INC.	4,229.91
MONTOUR	2,791.60
MOORE CANADA	654.95
MORLEY ANNEAR LTD	23,404.42
MOUNTAIN VIEW ESTATES COFFEE	751.12
MPS NORTH AMERICA, INC.	3,028.01
MR. ROLLER 2000 (2004) INC.	639.25
N & A TRANSPORT SERVICES LTD	72,692.90
NATIONAL TIME EQUIPMENT CO. LTD	384.88
NINE NORTH LOGISTICS INC	975.04
NORAMPAC - ETOBICOKE	273,563.06
NORAMPAC - JELLCO	1,434.38
NORAMPAC - ST MARYS	1,599.65
OMORI NORTH AMERICA INC.	2,116.04
ONTARIO GLOVE & SAFETY	22,867.59
PACKALL PACKAGING INC.	72,504.96
PAUL WOLF LIGHTING AND ELECTRICAL SUPPLIES	8,101.51
PEMBERTONS & ASSOCIATES INC.	212.65
PEREIRAS MOBILE SERVICE	7,409.74
PHOENIX AGRITEC INC.	65,239.50
PREMIER PALLET & REPAIR SERVICE	6,102.00
PROCESS & STEAM SPECIALTIES	260.40
PROVINCE ELECTRIC SUPPLY LTD.	6,173.22
PULEY SUPPLIES INC.	7,843.46
PUROLATOR INC.	1,974.75
QUALITY MEAT PACKERS HOLDINGS LIMITED	19,300,000.00
REGENCY PLASTICS COMPANY LTD	46,249.86
REGIONAL HOSE TORONTO LTD	3,327.86
REISER CANADA	907.32
RELIABLE BEARING CO. LTD.	5,988.01
RICHARD GRAVELLE	570.97
RIDOUT & MAYBEE LLP	282.50

RUDOLPH INDUSTRIES         3,457.80           RUSSELL FOOD EQUIPMENT         291.65           RYAN FILTER SALES INC.         932.82           S+C PARTNERS ILP         1,073.50           SANIMAX LTD         1,813.17           SEALED AIR         25,906.92           SP STALLS & STORAGE         2,175.25           SPENCOMP SOLUTIONS INC.         1,599.83           SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,597.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMMIT FOOD SERVICES         5,249.87           SUMERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         561.38           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         4,989.85           TORONTO PALLET & SKID         4,989.85           TORONTO-DOMINION BANK         14,000,000.00           TORONTO-DOMINION BANK         14,000,000.00           TORONTO-DOMINION BANK <td< th=""><th>ROCKTENN COMPANY OF CANADA INC.</th><th>347,824.96</th></td<>	ROCKTENN COMPANY OF CANADA INC.	347,824.96
RYAN FILTER SALES INC.         932.82           S+C PARTNERS LLP         1,073.50           SANIMAX LTD         1,813.17           SEALED AIR         25,906.92           SP STALLS & STORAGE         2,175.25           SPENCOMP SOLUTIONS INC.         1,599.83           SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMMIT FOOD SERVICES         5,249.87           SUPERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         561.38           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TORONTO SALT & CHEMICALS LIMITED         4,989.85           TORONTO SALT & CHEMICALS LIMITED         4,989.85           TORONTO-DOMINION BANK         14,000,000.00           TOTAL LIFT COMPANY LTD         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISOURCE CANADA	RUDOLPH INDUSTRIES	3,457.80
S+C PARTNERS LLP         1,073.50           SANIMAX LTD         1,813.17           SEALED AIR         25,906.92           SP STALLS & STORAGE         2,175.25           SPENCOMP SOLUTIONS INC.         1,599.83           SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         561.38           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         7,051.20           TORONTO DOMINION BANK         14,000,000.00           TOTAL LIFT COMPANY LTD         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISOURCE CANADA INC.         11,763.61           VISCOFAN CANADA INC         119,356.50           WAJAX INDUSTRIAL COMPONENT	RUSSELL FOOD EQUIPMENT	291.65
SANIMAX LTD  \$ANIMAX LTD  \$ANIM	RYAN FILTER SALES INC.	932.82
SEALED AIR         25,906.92           SP STALLS & STORAGE         2,175.25           SPENCOMP SOLUTIONS INC.         1,599.83           SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMMIT FOOD SERVICES         5,249.87           SUPERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         56,338           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISOURCE CANADA INC.         11,763.61           VISCOFAN CANADA INC.         11,763.61           VISCOFAN CANADA INC.         119,356.50           WAJAX INDUSTRIAL COMPONENT         18,706.46           WESTROW FOOD GROUP </td <td>S+C PARTNERS LLP</td> <td>1,073.50</td>	S+C PARTNERS LLP	1,073.50
SP STALLS & STORAGE  SPENCOMP SOLUTIONS INC.  SPRINGDALE GRAPHICS SERVICES  STAPLES ADVANTAGE  STEADFAST SAFETY SERVICES  STEADFAST SAFETY SERVICES  SUMAQ WHOLESALERS LTD  SUMMIT FOOD SERVICES  SUPERIOR DOOR & GATE SYSTEMS INC.  TECH ELECTRIC INC.  TELO IP  TEMPTALE CANADA LTD  THE PALLET GROUP INC  TIGER DIRECT  TORONTO PALLET & SKID  TORONTO PALLET & SKID  TORONTO PALLET & SKID  TORONTO SALT & CHEMICALS LIMITED  TORONTO SALT & CHEMICALS LIMITED  TRANS AMERICAN CHB INC  UNISOURCE CANADA INC.  VISCOFAN CANADA INC  WAJAX INDUSTRIAL COMPONENT  WHITE BIRD NATIONAL CORRUGATE  WISB  NATIONAL SARENGAR  1,175.26  1,162.56  1,163.61  1,163.61  VISCOFAN CANADA LTD.  339.98  XEROX CANADA LTD.  339.98	SANIMAX LTD	1,813.17
SPENCOMP SOLUTIONS INC.         1,599.83           SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMMIT FOOD SERVICES         5,249.87           SUPERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         561.38           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TONY & NICK'S PLACE         357.50           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         7,051.20           TORONTO-DOMINION BANK         14,000,000.00           TOTAL LIFT COMPANY LTD         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISOURCE CANADA INC.         11,763.61           VISCOFAN CANADA INC         119,356.50           WAJAX INDUSTRIAL COMPONENT         18,706.46           WESTROW FOOD GROUP         1,103.51           WHITEBIRD	SEALED AIR	25,906.92
SPRINGDALE GRAPHICS SERVICES         1,177.92           STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMMIT FOOD SERVICES         5,249.87           SUPERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         16,893.45           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TORY & NICK'S PLACE         357.50           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         7,051.20           TORONTO-DOMINION BANK         14,000,000.00           TOTAL LIFT COMPANY LTD         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISOURCE CANADA INC.         11,763.61           VISCOFAN CANADA INC.         119,356.50           WAJAX INDUSTRIAL COMPONENT         18,706.46           WESTROW FOOD GROUP         1,103.51           WHITEBIRD NATIONAL CORRUGATE         1,146.95           W	SP STALLS & STORAGE	2,175.25
STAPLES ADVANTAGE         1,577.42           STEADFAST SAFETY SERVICES         441.83           STEPHENSON'S RENTAL SERVICE         1,086.03           SUMAQ WHOLESALERS LTD         23,124.94           SUMMIT FOOD SERVICES         5,249.87           SUPERIOR DOOR & GATE SYSTEMS INC.         6,022.90           TECH ELECTRIC INC.         3,026.14           TELO IP         1,678.05           TEMPTALE CANADA LTD         561.38           THE PALLET GROUP INC         16,893.45           THE YES GROUP INC.         2,316.52           TIGER DIRECT         1,362.26           TONY & NICK'S PLACE         357.50           TORONTO PALLET & SKID         7,051.20           TORONTO PALLET & SKID         4,989.85           TORONTO-DOMINION BANK         14,000,000.00           TOTAL LIFT COMPANY LTD         324.18           TRANS AMERICAN CHB INC         4,886.40           UNISCOFAN CANADA INC.         11,763.61           VISCOFAN CANADA INC.         119,356.50           WAJAX INDUSTRIAL COMPONENT         18,706.46           WESTROW FOOD GROUP         1,103.51           WHITEBIRD NATIONAL CORRUGATE         1,146.95           WSIB         1,00           XEROX CANADA LTD.         <	SPENCOMP SOLUTIONS INC.	1,599.83
STEADFAST SAFETY SERVICES       441.83         STEPHENSON'S RENTAL SERVICE       1,086.03         SUMAQ WHOLESALERS LTD       23,124.94         SUMMIT FOOD SERVICES       5,249.87         SUPERIOR DOOR & GATE SYSTEMS INC.       6,022.90         TECH ELECTRIC INC.       3,026.14         TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TORY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	SPRINGDALE GRAPHICS SERVICES	1,177.92
STEPHENSON'S RENTAL SERVICE       1,086.03         SUMAQ WHOLESALERS LTD       23,124.94         SUMMIT FOOD SERVICES       5,249.87         SUPERIOR DOOR & GATE SYSTEMS INC.       6,022.90         TECH ELECTRIC INC.       3,026.14         TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TIGER DIRECT       1,362.26         TONY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       117,763.61         VISCOFAN CANADA INC.       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	STAPLES ADVANTAGE	1,577.42
SUMAQ WHOLESALERS LTD       23,124.94         SUMMIT FOOD SERVICES       5,249.87         SUPERIOR DOOR & GATE SYSTEMS INC.       6,022.90         TECH ELECTRIC INC.       3,026.14         TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TORY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1,00         XEROX CANADA LTD.       399.98	STEADFAST SAFETY SERVICES	441.83
SUMMIT FOOD SERVICES       5,249.87         SUPERIOR DOOR & GATE SYSTEMS INC.       6,022.90         TECH ELECTRIC INC.       3,026.14         TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TIGER DIRECT       1,362.26         TORY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	STEPHENSON'S RENTAL SERVICE	1,086.03
SUPERIOR DOOR & GATE SYSTEMS INC.       6,022.90         TECH ELECTRIC INC.       3,026.14         TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TIGER DIRECT       1,362.26         TONY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	SUMAQ WHOLESALERS LTD	23,124.94
TECH ELECTRIC INC. 3,026.14 TELO IP 1,678.05 TEMPTALE CANADA LTD 561.38 THE PALLET GROUP INC 16,893.45 THE YES GROUP INC. 2,316.52 TIGER DIRECT 1,362.26 TONY & NICK'S PLACE 357.50 TORONTO PALLET & SKID 7,051.20 TORONTO SALT & CHEMICALS LIMITED 4,989.85 TORONTO-DOMINION BANK 14,000,000.00 TOTAL LIFT COMPANY LTD 324.18 TRANS AMERICAN CHB INC 4,886.40 UNISOURCE CANADA INC. 11,763.61 VISCOFAN CANADA INC 119,356.50 WAJAX INDUSTRIAL COMPONENT 18,706.46 WESTROW FOOD GROUP 1,103.51 WHITEBIRD NATIONAL CORRUGATE 1,146.95 WSIB 1.00 XEROX CANADA LTD. 399.98	SUMMIT FOOD SERVICES	5,249.87
TELO IP       1,678.05         TEMPTALE CANADA LTD       561.38         THE PALLET GROUP INC       16,893.45         THE YES GROUP INC.       2,316.52         TIGER DIRECT       1,362.26         TORY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	SUPERIOR DOOR & GATE SYSTEMS INC.	6,022.90
TEMPTALE CANADA LTD 561.38 THE PALLET GROUP INC 16,893.45 THE YES GROUP INC. 2,316.52 TIGER DIRECT 1,362.26 TONY & NICK'S PLACE 357.50 TORONTO PALLET & SKID 7,051.20 TORONTO SALT & CHEMICALS LIMITED 4,989.85 TORONTO-DOMINION BANK 14,000,000.00 TOTAL LIFT COMPANY LTD 324.18 TRANS AMERICAN CHB INC 4,886.40 UNISOURCE CANADA INC. 11,763.61 VISCOFAN CANADA INC 119,356.50 WAJAX INDUSTRIAL COMPONENT 18,706.46 WESTROW FOOD GROUP 1,103.51 WHITEBIRD NATIONAL CORRUGATE 1,146.95 WSIB 1.00 XEROX CANADA LTD. 399.98	TECH ELECTRIC INC.	3,026.14
THE PALLET GROUP INC 16,893.45 THE YES GROUP INC. 2,316.52 TIGER DIRECT 1,362.26 TONY & NICK'S PLACE 357.50 TORONTO PALLET & SKID 7,051.20 TORONTO SALT & CHEMICALS LIMITED 4,989.85 TORONTO-DOMINION BANK 14,000,000.00 TOTAL LIFT COMPANY LTD 324.18 TRANS AMERICAN CHB INC 4,886.40 UNISOURCE CANADA INC. 11,763.61 VISCOFAN CANADA INC 119,356.50 WAJAX INDUSTRIAL COMPONENT 18,706.46 WESTROW FOOD GROUP 1,103.51 WHITEBIRD NATIONAL CORRUGATE 1,146.95 WSIB 1.00 XEROX CANADA LTD. 399.98	TELO IP	1,678.05
THE YES GROUP INC.       2,316.52         TIGER DIRECT       1,362.26         TONY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	TEMPTALE CANADA LTD	561.38
TIGER DIRECT       1,362.26         TONY & NICK'S PLACE       357.50         TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	THE PALLET GROUP INC	16,893.45
TONY & NICK'S PLACE 357.50  TORONTO PALLET & SKID 7,051.20  TORONTO SALT & CHEMICALS LIMITED 4,989.85  TORONTO-DOMINION BANK 14,000,000.00  TOTAL LIFT COMPANY LTD 324.18  TRANS AMERICAN CHB INC 4,886.40  UNISOURCE CANADA INC. 11,763.61  VISCOFAN CANADA INC 119,356.50  WAJAX INDUSTRIAL COMPONENT 18,706.46  WESTROW FOOD GROUP 1,103.51  WHITEBIRD NATIONAL CORRUGATE 1,000  XEROX CANADA LTD. 399.98	THE YES GROUP INC.	2,316.52
TORONTO PALLET & SKID       7,051.20         TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	TIGER DIRECT	1,362.26
TORONTO SALT & CHEMICALS LIMITED       4,989.85         TORONTO-DOMINION BANK       14,000,000.00         TOTAL LIFT COMPANY LTD       324.18         TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	TONY & NICK'S PLACE	357.50
TORONTO-DOMINION BANK  14,000,000.00  TOTAL LIFT COMPANY LTD  324.18  TRANS AMERICAN CHB INC  UNISOURCE CANADA INC.  11,763.61  VISCOFAN CANADA INC  WAJAX INDUSTRIAL COMPONENT  WESTROW FOOD GROUP  1,103.51  WHITEBIRD NATIONAL CORRUGATE  WSIB  XEROX CANADA LTD.  324.18  14,000,000.00  11,763.61	TORONTO PALLET & SKID	7,051.20
TOTAL LIFT COMPANY LTD 324.18 TRANS AMERICAN CHB INC 4,886.40 UNISOURCE CANADA INC. 11,763.61 VISCOFAN CANADA INC 119,356.50 WAJAX INDUSTRIAL COMPONENT 18,706.46 WESTROW FOOD GROUP 1,103.51 WHITEBIRD NATIONAL CORRUGATE 1,146.95 WSIB 1.00 XEROX CANADA LTD. 399.98	TORONTO SALT & CHEMICALS LIMITED	4,989.85
TRANS AMERICAN CHB INC       4,886.40         UNISOURCE CANADA INC.       11,763.61         VISCOFAN CANADA INC       119,356.50         WAJAX INDUSTRIAL COMPONENT       18,706.46         WESTROW FOOD GROUP       1,103.51         WHITEBIRD NATIONAL CORRUGATE       1,146.95         WSIB       1.00         XEROX CANADA LTD.       399.98	TORONTO-DOMINION BANK	14,000,000.00
UNISOURCE CANADA INC. 11,763.61  VISCOFAN CANADA INC 119,356.50  WAJAX INDUSTRIAL COMPONENT 18,706.46  WESTROW FOOD GROUP 1,103.51  WHITEBIRD NATIONAL CORRUGATE 1,146.95  WSIB 1.00  XEROX CANADA LTD. 399.98	TOTAL LIFT COMPANY LTD	324.18
VISCOFAN CANADA INC  WAJAX INDUSTRIAL COMPONENT  WESTROW FOOD GROUP  1,103.51  WHITEBIRD NATIONAL CORRUGATE  WSIB  XEROX CANADA LTD.  119,356.50  18,706.46  119,356.50  11,103.51  11,103.51  11,103.51  11,103.51  11,103.51  11,103.51  11,103.51  11,103.51  11,103.51	TRANS AMERICAN CHB INC	4,886.40
WAJAX INDUSTRIAL COMPONENT  18,706.46  WESTROW FOOD GROUP  1,103.51  WHITEBIRD NATIONAL CORRUGATE  1,146.95  WSIB  1.00  XEROX CANADA LTD.  399.98	UNISOURCE CANADA INC.	11,763.61
WESTROW FOOD GROUP  1,103.51  WHITEBIRD NATIONAL CORRUGATE  WSIB  XEROX CANADA LTD.  399.98	VISCOFAN CANADA INC	119,356.50
WHITEBIRD NATIONAL CORRUGATE  WSIB  XEROX CANADA LTD.  399.98	WAJAX INDUSTRIAL COMPONENT	18,706.46
WSIB 1.00 XEROX CANADA LTD. 399.98	WESTROW FOOD GROUP	1,103.51
XEROX CANADA LTD. 399.98	WHITEBIRD NATIONAL CORRUGATE	1,146.95
200.50	WSIB	1.00
XYLEM CANADA COMPANY 209.30	XEROX CANADA LTD.	399.98
	XYLEM CANADA COMPANY	209.30

# TAB B

This is Exhibit "B" referred to in the Affidavit of Mark Yungblut sworn before me this 8<sup>th</sup> day of April, 2014

A Commissioner, etcl



# TAB C

This is Exhibit "C" referred to in the Affidavit of Mark Yungblut sworn before me this 8<sup>th</sup> day of April, 2014

A Commissioner, etc.

#### Live Hog Supply Agreement Using Multi-Component Pricing

Executed April 29, 2013

#### **BETWEEN:**

Quality Meat Packers Limited 2 Tecumseth Street, Toronto, ON M5V 2R5

> Phone: (416) 703-7675 Fax: (416) 504-3756

(hereinafter called "QUALITY")

#### AND:

Synergy Swine Inc. 44743 Perth Line 86 Listowel, ON N4W 3G6

Phone: 519-291-4070 Fax: 519-291-4045

( hereinafter called "SYNERGY")

WHEREAS SYNERGY produces hogs for slaughter in the Province of Ontario and desires to sell these hogs to QUALITY and QUALITY is a processor and desires to purchase them, therefore,

#### IT IS AGREED BETWEEN SYNERGY and QUALITY:

#### **Schedules**

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule 1 Quantity, Scheduling and Priority Hog Pricing - Ontario Standard Base Price Schedule 2A Hog Pricing - OMAFRA Cost of Production Price Schedule 2B Hog Pricing - USDA Daily Pork Report FOB Plant Schedule 2C Hog Pricing - Multi-Component Price Development Schedule 2D Contract Index Grid And Premium Table Schedule 3 Schedule 4 Special Conditions Schedule 5 Hog Specifications and Standards Policy for Antibiotic and Exogenous Hormone Positive Hogs Schedule 6 Schedule 7 Contract Specific Details Schedule 8 Term and Termination Schedule 9 N/A Schedule 10 Fixed & Minimum Price Agreements Audit And Documentation Requirements Schedule 11

#### 1. **Definitions**

Wherever used in this Agreement, the following words and terms shall have the meanings set out below:

- "Agreement" means this agreement entitled "Quality Meat Packers Hog Supply Agreement", and includes the Schedules and all documents that supplement, amend or confirm this Agreement;
- "Claims" means claims, demands, actions, causes of action, damage, loss, fines, penalties, interest, and liability;
- "CQA" means the Canadian Quality Assurance Program administered by the Canadian Pork Council;
- "Antibiotic and Exogenous Hormone Residue Free" means free of residues of drugs and medications not acceptable to any appropriate governmental authority or such other standards as may be established according to the provisions of Schedule 6 attached
- "HACCP" means Hazard Analysis Critical Control Points;
- "Hot Dressed Weight" means the hot dressed weight of the hog carcass at the dressing floor scale after removal of farm origin demerits and the addition of the weight of any plant origin demerits removed prior to the scale;
- "Hogs" means the market hogs produced by Producer and sold to QUALITY hereunder;
- "Notice" has the meaning set out in Section 24;
- "Production Facilities" means the facilities of Producer where Hogs are produced for sale to QUALITY;
- "Quarterly" means on successive periods of 13 consecutive weeks;
- "Term" means the initial term of this Agreement and any renewal term;

#### Certain Rules of Interpretation - In this Agreement:

- (a) all references to money amounts are references to Canadian currency;
- (b) time is of the essence in the performance of the parties' respective obligations;

<sup>&</sup>quot;Agent" means any person or entity designated by QUALITY to perform work on its behalf;

- (c) the descriptive headings of Articles and Sections are inserted solely for convenience of reference; the use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits; and
- (d) whenever a provision of this Agreement requires an approval or consent and notification of such approval or consent is not delivered within the applicable time limit, then such consent or approval shall be deemed to have been granted.

#### 2. Supply

Subject to the terms and conditions of this Agreement, SYNERGY shall supply the Hogs to QUALITY according to the quantities and times set out in Schedule 1 attached.

#### 3. Price

- (a) The price of hogs sold under this Agreement shall be determined according to the following priority of application of pricing methods:
  - i. Any unfulfilled Fixed or Minimum Pricing Agreement quantity of hogs according to fixed or minimum price agreements as may be entered into at the mutual agreement of QUALITY and Producer from time to time; the conditions and terms governing such fixed or minimum price agreements are attached as Schedule 10; and,
  - ii. the remaining Hogs shall be priced according to the procedures described in Schedule 2 annexed hereto.
- (b) The Parties agree that if any price reporting series under this Agreement ceases to be published or if the QUALITY or SYNERGY determines, acting reasonably, that such price reporting series has become an invalid price reporting series because of a change in its historical correlation with prices in other regional markets and so notifies the other party in writing, (the date of such notice shall be known as the "Price Invalidating Date"), then the price reporting series (the "New Price Reporting Series") shall be calculated using such pricing formula as QUALITY and the PROUCER may agree within 30 days after the "Price Invalidating Date".
- (c) If the Parties are unable to agree on a "New Price Reporting Series" or other method of pricing the hogs, then this agreement shall terminate 90 days after the Price Invalidating Date.

#### 4. Title and Risk of Loss

Unless otherwise agreed between SYNERGY and QUALITY, title to the hogs and risk of loss shall pass to QUALITY upon delivery of hogs to QUALITY and acceptance of the hogs by QUALITY; and,

- i. hogs may be received and provisionally accepted as "subject" hogs based on inspection or prior knowledge of the hogs, where there may be some condition pre-existing to their unloading which renders the hogs unfit; for these subject hogs, risk of loss shall remain with SYNERGY or transporter until the hogs are determined to be sound and undamaged; and
- ii. in addition to the "subject" hogs so identified, hogs may have some condition, not readily identifiable on delivery to QUALITY, but found during or after slaughter, rendering them undesirable or unfit for human consumption; responsibility for value reduction of such hogs shall remain with SYNERGY provided that such condition, was not caused by QUALITY.

#### 5. Timely Slaughter

QUALITY will use reasonable best efforts to slaughter the Hogs within a 24 hour period from time of delivery, and provided that Producer has complied with the delivery scheduling provisions according to the relevant provisions of Schedule 1 attached, and provided that the cause of such delayed slaughter is within the reasonable control of QUALITY, QUALITY shall compensate SYNERGY for carcass shrink at the rate of 1% for each 24 hour period thereafter.

#### 6. Grading Grids And Premiums

The Hogs are to be graded on QUALITY's grading grid as specified in Schedule 7 (Contract Specific Details) and attached as Schedule 3 (Contract Index and Grid Premium Table). Such grading grid may be amended from time to time by QUALITY to meet changing customer requirements if agreed by both SYNERGY and QUALITY; and,

subject to any other specified conditions or requirements for scheduling and delivery each hog shall have the amount of grid premiums specified added to the value paid for the hog.

#### 7. <u>Delivery and Transportation.</u>

SYNERGY will deliver the Hogs at times to be scheduled in consultation with QUALITY and will have, at the time of delivery, good and marketable title to the Hogs free and clear of encumbrances; and,

i.) provided that QUALITY shall have the right to approve the transporter of the hogs, QUALITY shall contribute the historical standard Board transportation rates from the assembly point nearest to the Production Facilities in which the hogs were produced, or

#### 8. Payment and Hog Data Reporting.

Quality shall remit individual hog data and payment in full after deductions and fees for Hogs accepted by Quality to SYNERGY or if directed by SYNERGY, to the Marketing Agent of SYNERGY unless there is some legal requirement to direct funds to another party:

- i.) Quality agrees to transfer hog data and payment within three working days of slaughter;
- ii.) Quality will deduct Board Fees established by Regulation and pay them to the Board and will transmit individual hog sale and grading details as required by Regulation;
- iii.) Quality, on instruction from SYNERGY agrees to deduct other fees and charges payable to an assembler, a transporter or other party and to pay such fees and charges to the specified party.

#### 9. <u>Antibiotic or Exogenous Hormone Residues</u>

All Hogs supplied by SYNERGY hereunder shall be Antibiotic and Exogenous Hormone Residue Free and SYNERGY agrees to comply with Applicable Law and the provisions of the policy set out in Schedule 6 (Policy for Antibiotic or Exogenous Hormone Positive Hogs), as amended from time to time by QUALITY acting reasonably on Notice to SYNERGY, including the costs and fees arising from any violation of the policy, and acknowledges that QUALITY shall have the right to refuse to accept Hogs from SYNERGY in the event of a violation of such policy.

#### 10. Canadian Quality Assurance Program and Quality Assurance:

- (a) SYNERGY agrees to maintain enrollment and prescribed validation according to the standards of the Canadian Quality Assurance ™ program current throughout the initial and any renewal term of this Agreement or such successor quality assurance programs to the Canadian Quality Assurance ™ program as may be introduced during the term of this Agreement; SYNERGY further agrees to the possible imposition of any penalties for non-compliance with such CQA related matters as are specified in Schedule 7 (Contract Specific Details) attached; and,
- (b) Notwithstanding the provisions of part (a) above, the Parties acknowledge and agree that failure to maintain full CQA validation and compliance shall be considered a material breach of this Agreement
- (c) In addition, SYNERGY agrees to comply with the standards prescribed in Schedule 5 (Hog Specifications and Standards); and,
- (d) In the event of new Quality Assurance requirements or standards being proposed by QUALITY, SYNERGY and QUALITY agree to follow the procedures described in Schedule 5 regarding acceptance of such new standards or requirements.

#### 11. Warranties and Special Conditions.

SYNERGY represents and warrants to the other Parties that the Hogs raised by it shall be produced in accordance with applicable laws and regulations, and,

(a) be raised and handled at all times using generally recognized good animal husbandry practices and employing production practices providing high standards of animal welfare; and

- (b) not be fed, injected with, or otherwise have administered to them, any medication, treatment, feed additive, or other product used for the treatment of any diseases, or for growth promotion or for any other reason, unless such products are registered with Health Canada or other appropriate authority with jurisdiction in Ontario, are approved for the use and time specified, and are administered according to the approved methods and dosages, or are generally recognized as safe for use in hog production; and,
- (c) Confidentiality: Except with the prior written consent of the other Parties, and subject to provisions of the Agreement in regard to Release of Information, neither SYNERGY, QUALITY or the Board, nor any of their respective employees, agents, servants or subcontractors may disclose any confidential or trade secret information provided by one to the others with respect to the Hogs, production protocols, or any other matter pertaining to this Agreement; each Party must retain such information in strict confidence for the benefit of the other Parties provided that information which either Party establishes as already being in the public domain or already known to the Party receiving the information, may be revealed without violation of this Agreement; and,
- (d) This Agreement is subject to additional conditions as specified in Schedule 4 (Special Conditions) annexed hereto.

#### 12. <u>Independent Parties</u>

Each party is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer, partner or employee of the other party.

#### 13. <u>Indemnification</u>

SYNERGY hereby indemnifies and undertakes to defend QUALITY and its shareholders, directors, officers, employees and agents and hold them harmless from all claims, directly or indirectly, arising out of or in any manner whatsoever associated or connected with the production, including feeding and supply, of Hogs by SYNERGY and against all costs, expenses, and fees (including reasonable legal expenses) incurred by or on behalf of any of the foregoing in the investigation or defense of any and all claims except for Claims arising out of QUALITY's negligence or default under this Agreement.

#### 14. Survival

All obligations of any party which expressly or by their nature survive termination or transfer of this Agreement shall continue in full force and effect thereafter, until they are satisfied or by their nature expire.

#### 15. <u>Term.</u>

This Agreement shall commence, run and may be renewed or terminate according to the times, dates and conditions specified in Schedule 7 (Contract Specific Details) attached.

#### 16. <u>Termination</u>

QUALITY and SYNERGY may mutually agree in writing to terminate this Agreement at any time, and this Agreement shall terminate as follows:

- (a) under the circumstances, if any, listed in Schedule 8 (TERM and TERMINATION) hereto; and,
- (b) subject to the exceptions specified in Schedule 4 Part 2 (Forbidden Feed Ingredients), and Schedule 4 Part 11 (Fraudulent Mis-Identification):
  - a. if a party (the "Defaulting Party") fails to comply with or perform any obligation under this Agreement or any other agreement between the parties and fails to cure such breach within thirty (30) days of written notice which specifies the breach, then any party other than the Defaulting Party may terminate this Agreement effective immediately upon written notice to the parties to this Agreement;
  - b. in the cases of the exceptions specified above in this section, part b)., "Forbidden Feeds" and "Mis-Identification of Hogs", there shall be no opportunity for the Defaulting Party to attempt to cure such breach and the Agreement may be terminated forthwith by QUALITY; and,
  - c. termination effective immediately upon notice to the parties to this Agreement, if a party becomes insolvent or if proceedings are commenced by or against such party under any bankruptcy, composition, arrangement, moratorium, reorganization, dissolution, liquidation or insolvency or similar law for the

relief of such party or otherwise affecting the creditors of such party, including but not limited to the Bankruptcy and Insolvency Act (Canada), the Farm Debt Mediation Act (Canada), or the Companies' Creditors Arrangement Act (Canada), or if such party consents to any such proceedings, or if such party is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, or makes an assignment for the benefit of creditors or deemed assignment under the Bankruptcy and Insolvency Act (Canada), or if such party admits in writing its inability to pay debts generally as they become due, or if any order or judgement is made by a court or tribunal of competent jurisdiction restraining the party's ability to deal with all or a substantial portion of its assets and property, which order is not set aside, or on the application for or the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, agent, or any other person with similar powers, of such party or any portion of such party's property or assets, or if such party makes or proposes to make a sale of its assets in bulk, except as such termination right may be stayed at law.

#### 17. Obligations Upon Termination

Any expiration or termination of this Agreement shall be without prejudice to any other right, remedy or relief which a party may be entitled against any other party at law or in equity by reason of the breach of any provision of this Agreement. All provisions of this Agreement which expressly or by implication are intended to survive expiration or termination of this Agreement (including, without limitation, payment obligations) shall survive expiration or termination of this Agreement.

#### 18. <u>Dispute Resolution</u>

QUALITY and SYNERGY agree that any dispute regarding the interpretation or performance of this Agreement may be referred by either of SYNERGY or QUALITY to binding arbitration by a single arbitrator knowledgeable in the industry, and chosen jointly by QUALITY and SYNERGY, or if they cannot agree on the choice of an arbitrator, the dispute between the parties shall be arbitrated in accordance with the Arbitrations Act of Ontario; SYNERGY and QUALITY shall provide all reasonable cooperation to the arbitrator in order to allow the arbitrator to resolve such dispute expeditiously. The cost of such arbitration shall be borne as ordered by the arbitrator.

#### 19. Force Majeure

- (a) Neither SYNERGY or Quality shall be responsible to the others for non-performance or delay in performance of obligations under this Agreement occasioned by any cause beyond its control which makes the performance of the obligation physically or legally impossible or commercially impracticable or unreasonable, including, without limitation, an act of God, outbreak of disease, fire, storm, labour relations disruption, any law, regulation or order of any governmental body or authority affecting the party, act of war, insurrection, riot or other civil disturbance, transportation disruption caused by any third party or any other cause beyond its reasonable control, or beyond the control of any person directly or indirectly engaged by it (any such event being referred to as a "Force Majeure Event"). For example, a cause shall not be a Force Majeure Event if it constitutes part of the usual day-to-day market risks of carrying on business even if the cause results in a reduction of profitability or the creation of losses. The obligations hereunder of the party affected by the Force Majeure Event shall be suspended for the duration of the Force Majeure Event, provided that any party shall be entitled to terminate this Agreement effective upon written notice to the other parties, in the event that the Force Majeure Event continues for a period of more than 3 months.
- (b) Force Majeure and Forward Price Agreements: In the event that a force majeure event occurs while a fixed or minimum price agreement exists between QUALITY and SYNERGY, it shall be the responsibility of whichever party is affected by the force majeure event to notify the other party of the inability or impairment of the ability to complete the fixed or minimum pricing agreement and to compensate the other party for the value of the losses or gains sustained up to the time of the notification to the other party of the inability or impairment; and,
- (c) Unless otherwise agreed by the Parties, the amount of such compensation shall be determined by the difference between the value of futures contracts or other hedging arrangements in the quantity necessary to hedge the forward priced contract at the initiation of the forward priced contract and the value of the same quantity at the time that notice of force majeure is provided by either party to the other; for greater clarity, the method of compensation is more fully described in Schedule 10 attached which shall prevail.

#### 20. Notices and Communications

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All notices and other communications permitted or required to be given under this Agreement shall be deemed to be sufficiently and duly given and received if delivered personally or transmitted by facsimile to the address of the applicable party set forth on page one of this Agreement. Such communication if delivered or transmitted by facsimile shall be deemed to have been received on the date of delivery and if mailed shall be deemed to have been received five days after the date on which it was mailed. Any party may from time to time by notice given in accordance with the foregoing provisions change its address for the purposes of this Agreement.

#### 21. Facsimile and Counterparts

This Agreement may be executed and delivered by facsimile and in counterparts.

#### 22. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon QUALITY and SYNERGY and their respective successors and permitted assigns.

#### 23. Severability

If any provision or portion of this Agreement is held to be unenforceable or invalid by any court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

#### 24. Time of Essence

Time is of the essence in this Agreement.

#### 25. Non-Waiver

The failure of QUALITY or SYNERGY to exercise any rights under this Agreement or to insist upon the strict compliance with its terms and conditions by the other party shall not constitute a waiver of any other rights under this Agreement, including the right at any time to require strict compliance with all terms and conditions.

#### 26. Governing Laws

This Agreement is governed by the laws of the Province of Ontario. The parties attorn to the jurisdiction of the courts of the Province of Ontario.

#### 27. Role of the Board

It is acknowledged that the Board acts under this Agreement according to the provisions of Regulation 439/10 under the Farm Products Marketing Act (Ontario).

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

SYNERGY SWINE INC.	Per:
QUALITY MEAT PACKERS LIMITED	Per:

#### **SCHEDULE 1:**

#### **QUANTITY, SCHEDULING AND PRIORITY**

#### Part A: NUMBER OF HOGS DELIVERED

- i. SYNERGY agrees to annually produce and supply to QUALITY and QUALITY agrees to annually purchase the quantity of hogs set out and distributed according to Part C (Specific Delivery Numbers and Periods) of this Schedule below; and
- ii. as a result of anticipated normal and reasonable small fluctuations in the production of the Hogs and relatively fixed production capability by the Parties, the Parties agree that during periods of seasonal higher than normal production of hogs by SYNERGY, QUALITY may, but shall not be required to purchase more than five per cent (5%) more than the agreed normal quantity of hogs from SYNERGY and during seasonally low periods of production, SYNERGY shall maintain deliveries of no less than ninety-five per cent (95%) of the full amount of normal weekly shipment quantities; and,
- iii. where one of the Parties is unable to adhere to the requirements of part (ii) above over a period of at least 120 days in length, such inability shall permit the other Party to provide 30 days notice of amendment of the quantity to be supplied or purchased according to this Agreement; such new quantity shall be consistent with the amount supplied or purchased during the period of shortfall of supply or purchase; and,

#### Part B: SCHEDULING OF DELIVERIES

#### i. Scheduling and Reservation of Slaughter Time

SYNERGY agrees to provide both short term and longer term scheduling information to QUALITY for the purpose of production planning and as a condition for payment of the individual hog premiums according to the Grading Grid attached; and,

QUALITY shall have the right to reduce weekly hog purchases by approximately 20 percent for each day of statutory holidays falling during a week; and,

both QUALITY and SYNERGY agree that some flexibility in shipment numbers is necessary on a weekly basis due to production and processing fluctuations; subject to ongoing improvements in scheduling procedures developed during the Term of this Agreement, scheduling of hogs shall follow the procedure specified below:

#### ii. Short-Term Scheduling:

Each week, by Wednesday afternoon, SYNERGY shall provide to QUALITY, an updated forecast showing the expected count of the hogs to be shipped to QUALITY for the following week and including the long term forecast for each of the subsequent 15 (fifteen) weeks:

#### iii. Failure to Provide Scheduling Information:

Failure to provide the required scheduling information according to the above requirements may result in rescheduling of the hogs by QUALITY to a time when they can be accommodated at QUALITY's convenience or refusal by QUALITY to accept delivery of the hogs not properly scheduled;

In the event of the refusal by QUALITY to accept a specific group of improperly scheduled hogs, such event shall not constitute a default of this agreement by QUALITY, and shall not lessen the requirement by SYNERGY to schedule and deliver other hogs according to this agreement subsequent to the refusal by QUALITY to accept a specific group of improperly scheduled hogs;

In all cases, SYNERGY shall offer to QUALITY, the specified quantity of hogs according to this agreement, whether properly scheduled or not; determination of the actual shipment time or the possible refusal of shipment for non-scheduled hogs shall be the right of QUALITY and the Board acting in good faith.

Continuous or habitual failure to provide complete and accurate scheduling information by SYNERGY may be considered breach of this agreement.

#### .Agreed Production and Shipment Quantities over Time

The following table illustrates the **annual** quantity of hogs adjusted to its **weekly** equivalent to be purchased according to the initial term of this Agreement; for clarification, the listed quantity multiplied by 52 weeks represents the annual quantity.

The Parties agree that the quantities of hogs shown in this schedule represent part of a total number of hogs to be produced and sold from all of the Live Hog Supply Agreements between QUALITY and SYNERGY and it's related companies including other Agreements made between Synergy Services Inc and QUALITY. The allocation of shipments from members of the associated producers shall be at the discretion of the management of the Synergy Group.

The Quantities below are the aexpected shipments to be sold according to the specific pricing arrangement set forth in this Agreement.

Year	1 <sup>st</sup> Quarter Weekly	2 <sup>nd</sup> Quarter Weekly	3 <sup>rd</sup> Quarter Weekly	4th Quarter Weekly
2013	2000	2000	2000	2000
2014	2000	2000	2000	2000
2015	2000	2000	2000	2000

#### **SCHEDULE 2A**

#### **Hog Pricing - Ontario Standard Base Price**

At the beginning of this Agreement, the pricing system for hogs shall be as follows:

#### **Definitions:**

- CME Constructed Price is a price series for hogs, dressed weight basis, in the major hog producing areas
  of the USA. This price series or its precursors are published by the United States Department of
  Agriculture. For the purposes of this Agreement, the calculation procedure following shall be used:
  - Using the USDA report "National Daily Direct Hog Prior Day Report-Slaughtered Swine" (commonly known as the USDA Mandatory Price reporting "LM\_HG201" report),
- a. The daily head count for negotiated transactions is multiplied by the corresponding daily average carcass weight to obtain the negotiated daily total weight;
- b. The daily head count for swine or pork market formula transactions is multiplied by the corresponding daily average carcass weight to obtain the swine or pork market formula daily total weight;
- c. The daily totals for negotiated weight (i.e., the result from (a). above) and swine or pork market formula weight (i.e., the result from (b). above) are added to obtain the daily total weight;
- d. The negotiated daily total weight (i.e., the result from (a). above) is multiplied by the corresponding daily average net price to obtain the negotiated daily total value;
- e. The swine or pork market formula daily total weight (i.e., the result from (b). above) is multiplied by the corresponding daily average net price to obtain the swine or pork market formula daily total value;
- f. The daily totals for negotiated value (i.e., the result from (d). above) and swine or pork market formula value (i.e. the result from (e). above) are added to obtain the daily total value;
- g. The total value (i.e., the result from (f)., above) is divided by the total weight (i.e., the result from (c)., above) to obtain the "CME Constructed Price"
- h. The short form description of the CME Constructed Price source follows: the "CME Constructed Price" shall be calculated using a weighted average of net prices for Negotiated and Swine or Pork Market Formula prices taken from the "USDA NATIONAL DAILY DIRECT HOG PRIOR DAY REPORT SLAUGHTERED SWINE
- 2. <u>National Cost Price</u> from the CME Constructed Price, subtract the fixed amount of the value of the *National Cost Adjustment Constant* to obtain the "National Cost Price" value for the purposes of this Agreement.
- 3. National Cost Adjustment Constant is a value in dollars negotiated between SYNERGY or the Board on behalf of SYNERGY to create a correlation between historical pricing methods and currently available USDA price series. The value of this constant can be found in Schedule 7 (Contract Specific Details).
- 4. <u>Index 100</u> describes the base value measure for hog grading. All prices referred to in this Agreement are established for Index 100 grading. On delivery and slaughter each hog purchased will be graded and an index value determined according to the grading system and *Payment Index Grid* specified in this Agreement.
- 5. Payment Index Grid describes the value look-up table used to find the percentage of the index 100 price which is payable for each hog sold.

- 6. Individual Hog Value: Individual hog values will be calculated using their index value according to the Payment Index Grid as a percentage to gross the Daily Formula Price up or down. This final indexed price shall be multiplied by the hot dressed weight of the hog to calculate the gross value of the hog. Any further premiums or discounts according to this Agreement shall be added, resulting in the final Individual Hog Value before standard Board deductions.
- 7. US / Ontario Dressed Weight Conversion Factor: a numeric factor representing the ratio of Ontario Standard Hot Dressed Value to US Carcass Value expressed in the same weight units. This factor arises because the standard reporting by the USDA for carcass values considers carcass weight to be the carcass weight without the head, kidneys and mesenteric fat included, while the payment basis according to this Agreement includes these parts in the payment weight.
- 8. Ontario Equivalency Factor: a parameter designed to recognize that the quoted National Cost Price represents a value for superior yielding hogs and that the Index 100 price according to this Agreement will be grossed up based on the measurement of superior yield in the hogs delivered if present.
- 9. <u>Contract Formula Percentage</u>: a parameter specific to this Agreement to adjust the price for hogs sold according this Agreement.

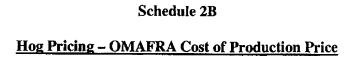
#### 10. Calculating the Ontario Standard Base Price

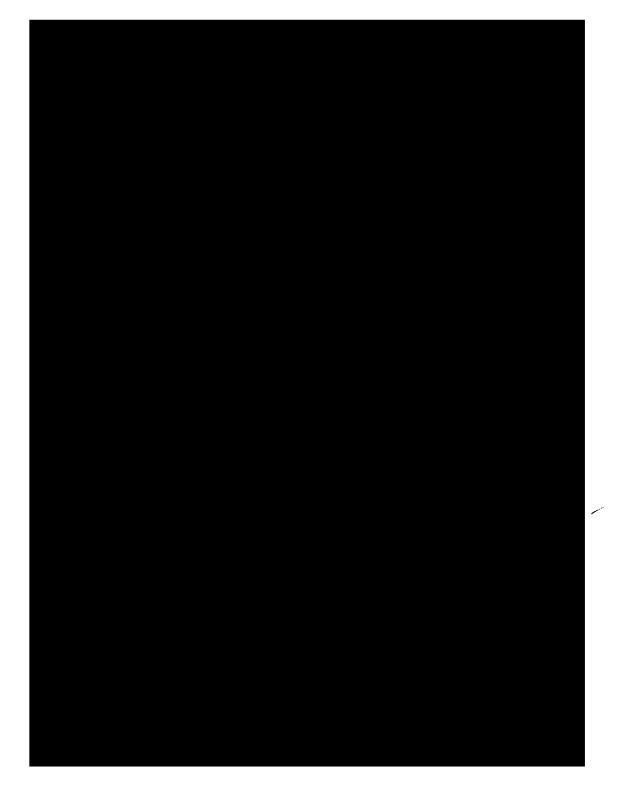
- a) Take the simple average of the *National Cost Price* for the number of days in the pricing period specified in Schedule 7(Contract Specific Details) prior to the day of sale of the hogs;
- b) Multiply this value by the simple average of the Bank of Canada noon exchange rate in Canadian Dollars per US Dollar for the same number of days in the pricing period as the National Cost Price used above;
- c) Multiply the resultant product by the pounds to kilograms conversion factor of two decimal two zero four six (2.2046);
- d) Multiply by the US / Ontario Dressed Weight Conversion Factor (initial factor value stated in Schedule 7);
- e) Divide by the Ontario Equivalency Factor (initial factor value stated in Schedule Schedule 7);
- f) The result is the Ontario Standard Base Price; and,

in the event that a holiday falls on one of the days whose value is to be used in the daily calculations, the last available value for the pricing component affected shall be used until a new value becomes available. For more clarity, as an example, if the Monday and Tuesday of a week is a holiday and no exchange rate is available from that day, then the exchange rate from the Friday preceding the Monday will be carried forward and re-used as the Monday and Tuesday parameter value.

#### 11. Calculating the "Market-Based Daily Formula Price"

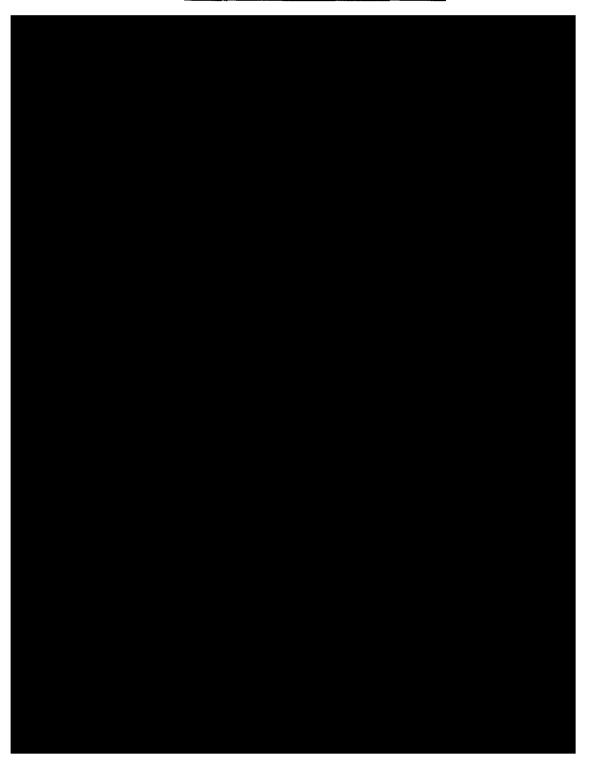
a) Using the Ontario Standard Base Price, multiply it by the value of the "Contract Formula Percentage" to produce the "Market-Based Daily Formula Price"



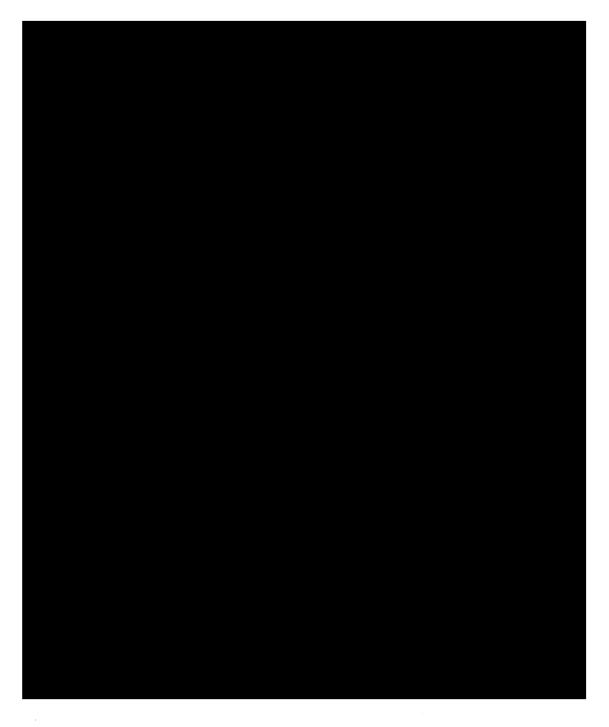




Schedule 2C <u>Hog Pricing – USDA Pork Cut-Out Price</u>







SCHEDULE 3:

#### **SCHEDULE 4:**

#### SPECIAL CONDITIONS

#### 1. Requirements for Production of the Hogs:

a. No Ractopamine (Paylean™) Hogs are to be Ractopamine free, meaning produced from birth to slaughter without consuming any Ractopamine; and,

#### 2. Other Forbidden Feed Ingredients:

- a. no feed products derived from "Post-Consumer Waste" or not specifically listed in the Feeds Act (Canada) as registered feed ingredients shall be used for any stage of the life cycle of the production of the Hogs: SYNERGY warrants that no feeds used to produce the hogs contain ingredients derived from post-consumer waste products; examples of such materials include any product having been returned or collected from any source where the product or ingredient is itself, or has been or could have been in contact with materials previously delivered to a retail consumer; and further, SYNERGY guarantees that any feed ingredients used for feeding or the production of feeds for the hogs are listed as registered feed ingredient according to the Feeds Act (Canada) Schedule IV. or V., or are high moisture forms of these specified products before dehydration or drying; in every case where there is any doubt about the allowed use of any specific feed or feed ingredient proposed to be used by SYNERGY in the production of the Hogs, SYNERGY shall request specific written approval by QUALITY for the use of such feed or feed ingredient; and,
- hogs must not be fed any rations containing Meat and Bone Meal (MBM) at any time during their life.

SYNERGY acknowledges that the use of these feeds or feed ingredients shall be cause for the immediate refusal to accept any further hogs from SYNERGY by QUALITY and termination of this Agreement forthwith; such termination shall not be subject to the provision, according to Section 19 (Termination) of this Agreement, of any period of time to cure the breach of this Agreement caused by the use of the disallowed feeds or feed ingredients; and,

- 3. <u>Restrictions and requirements on other feed ingredients:</u> Hogs delivered according to this Agreement:
  - a. must not be fed any Distillers Dried Grains with or without solubles (DDG's or DDGS's) during a period averaging at least thirty days prior to shipment for slaughter: and,
  - b. must have wheat, barley or their byproducts included at a level of no less then twenty percent of the daily ration during the growing and finishing period prior to slaughter

## 4. Feeding and Care Records, Production Auditing, Inspection of Premises

SYNERGY agrees that QUALITY shall have the right to make reasonable requests for specific feed and feed ingredient information from SYNERGY or specific information or records concerning the care of the hogs or the production system including animal medication records and SYNERGY shall provide such information within a reasonable time period;

- SYNERGY agrees to maintain feed purchase and production records for at least one year from the purchase of all feeds and feed ingredients used for the production of the hogs; and,
- SYNERGY agrees to maintain records of the use and disposition of all feeds, feed ingredients and feed medications satisfactory to show the source of all feeds and

- medications and their use including quantities used for the production of each group of hogs shipped to Quality; and,
- SYNERGY agrees to provide such records on request by Quality or a third party auditor employed by Quality to perform audits of these records.
- 4. in addition, QUALITY or its agents shall have the right to perform audits of SYNERGYs premises and feed and medication records at the production or office location of SYNERGY; and,
- 5. and on reasonable notice, not less than 48 hours, and with appropriate bio-security standards, not less stringent than the standard bio-security procedures in effect for the production site, being complied with, to inspect the production units where the hogs are being produced including the taking of samples of feeds, feed ingredients, and medications being used in the production of the Hogs.

#### 5. Animal Welfare Programs

SYNERGY agrees to enroll in and complete certification promptly according to any applicable program of training and certification as may be developed by the Board during any term of this Agreement with regard to animal welfare.

#### 6. Transporter Selection

SYNERGY agrees that the selection of the transporter for the hogs shall be subject to approval of or specification by QUALITY and that the transporter selected shall be subject to ongoing review by the Parties based on the performance of the transporter schedule adherence, attention to providing excellent animal welfare, relations with plant personnel of QUALITY, compliance with Transporter Quality Assurance programs and the injury and mortality rate for hogs in loading, transport and unloading.

#### 7. No Sows or Boars

SYNERGY agrees not to ship any sows or boars and to organize production systems to ship none of these types of swine;

#### 8. Hogs with Farm-Origin Health or other Defects

QUALITY agrees to purchase and SYNERGY agrees to deliver healthy hogs with harvestable, defectfree offal products and without impediments to normal slaughter and dressing procedures including but not limited to demerit trimming labour, demerit carcass value reduction and damage or costs incurred due to excessive feed retention in viscera;

#### 9. Hog Movement Records and Production Locations

on execution of this Agreement, SYNERGY shall provide to QUALITY, information about all production facilities used for production of the hogs between the beginning of the normal finishing period when the hogs weigh approximately 25 kilograms until the shipment of the hogs to QUALITY for processing; the information shall include the name, and street address, SYNERGY number associated with the production facilities and tattoos used for hogs produced from the location.

#### 10. Tattoos and Identification

Each and every hog shipped by SYNERGY shall be clearly marked with legible standard numbers, applied by standard tattoo equipment as specified by the Board; on delivery to QUALITY all hogs shall be accompanied by documentation, or linked to previously electronically transmitted documentation, sufficient to associate the exact total number of hogs delivered with the matching specific tattoo numbers applied to the hogs shipped; in the event that individual hogs in a shipment are found not identified by legible tattoo, or found with tattoo marking which does not match the documentation provided, and provided that such illegibility was not caused through processing, QUALITY shall have the right to settle payment for such hogs from any pool of other hogs

unmatched to specific shipment documentation and SYNERGY shall have no claim for additional compensation from QUALITY; QUALITY shall attempt to match correctly, hogs with missing or illegible tattoo markings to the appropriate shipment documents; in the event of unmatchable hogs, payment may be delayed by QUALITY until SYNERGY has provided information identifying the source of the errors and an organized program to prevent further errors.

#### 11. Intentional Mis-Identification

In the event that it is clear that there has been any attempt to mis-identify or not identify any hog or hogs for the purpose of disguising the origin of the hogs, QUALITY shall have the right to terminate this Agreement forthwith; such termination shall not be subject to the provision, according to Section 19 (Termination) of this Agreement, of any period of time to cure such breach of this Agreement.

#### **SCHEDULE 5**

#### **HOG SPECIFICATIONS AND STANDARDS**

- Hogs shall be healthy market hogs consisting only of properly finished gilts and barrows; hogs shall be in good health at the time of shipment and shall have harvestable viscera without impediment to normal slaughter and carcass dressing procedures.
- 2) Hogs shall be held off feed for an appropriate time prior to shipping to allow approximately 8 to 12 hours off feed before slaughter; such feed withholding is to provide for better transportation comfort and to reduce the risk of contamination on evisceration of the hogs.
- 3) subject to six months notice by QUALITY of any desired change in quality assurance standards in addition and beyond the provisions of the Canadian Quality Assurance program or changes to the antibiotic residue tolerance levels deemed acceptable, SYNERGY agrees to comply with such reasonable new requirements or changes as may be requested by QUALITY during the term of this Agreement or to respond to such notice with notice to Quality of its unwillingness to agree to the proposed new requirements and therefore of its desire to terminate the Agreement effective on the latter of Quality enforcing the new requirements or six months after the delivery of Notice by Quality; and,
- 4) in the event of notice of termination being provided by SYNERGY as a result of unwillingness or inability to comply with such new quality assurance requirements of QUALITY, such notice of termination shall be provided in writing to QUALITY within four weeks of the deemed delivery of notice by QUALITY of the new quality assurance provisions required.

#### **Expected Meat Quality Specifications:**

- 5) Hogs are to be produced using genetic lines capable of providing carcasses with lean yields in the range of 60 % to 63 % lean yields (side weight basis). Depth of fat cover over the muscle at the probe site (3rd -4th last rib, 7 cm from centre-line) should be in the range of 12 to 21 millimeters. Average lean yield of hogs produced to fall within the range of 60% to 63% and average fat cover within the range of 14 to 20 millimeters depth.
- 6) Individual loin muscle measurements fall within range of 54 to 70 millimeters, using standard optical probe measuring devices and methods at the 3rd -4th last rib 7 centimeters from centre-line. Average group values for loin depth measurement fall in the range of 58 to 68 millimeters depth.
- 7) Fat tissue to be white in colour and have a firm texture.
- 8) Hogs must not have deep black hair roots.
- 9) Hogs known to be unlikely to meet the requirements of the normal MEAT QUALITY SPECIFICATIONS are to be segregated from the other hogs and shipped under separate identification. Such segregated hogs shall be clearly identified and SYNERGY shall notify QUALITY about the nature of the non-compliance of such hogs prior to their shipment to QUALITY; depending on the specific non-compliance, a discount schedule may be applied to these hogs.

#### Policy for Antibiotic and Exogenous Hormone Positive Hogs

Quality markets pork products throughout the world. The Hogs supplied to Quality, must meet international antibiotic, feeding ingredient and feed additive standards of the importing country. Quality is also governed by the rules and regulations enforced by the Canadian Food Inspection Agency ("CFIA"). . Quality cannot accept anything other than zero tolerance for antibiotic or hormonal residues above CFIA regulated levels or for antibiotic levels greater than specifically agreed tolerance levels below those allowed according to CFIA regulation; such lower tolerance levels, if any, shall be specified in Schedule 7 attached.

The following policy will be applied to Hogs received for slaughter and found to contain residues that are not acceptable due to Canadian Food Inspection Agency and/or the specifications of this Agreement.

#### **Antibiotic and Hormone Residue Testing**

Animals will be randomly tested by industry recognized indicator test(s) as determined by Quality, acting reasonably to account for issues of changing government regulations, consumer demands and changing technology. Any animal testing positive for antibiotic or hormonal product residue on the kill floor will be held separate in chill. The remainder of the lot (defined as hogs from the same originating location) will be also be HELD and SYNERGY will be contacted immediately.

Quality will send tissue samples to a laboratory that will conduct the verification test in accordance with regulations governing the test in question to establish whether the suspect carcass is representative of the lot or whether it is unique.

Tissue samples from a minimum of two other carcasses from the lot must be tested in addition to the suspect carcass.

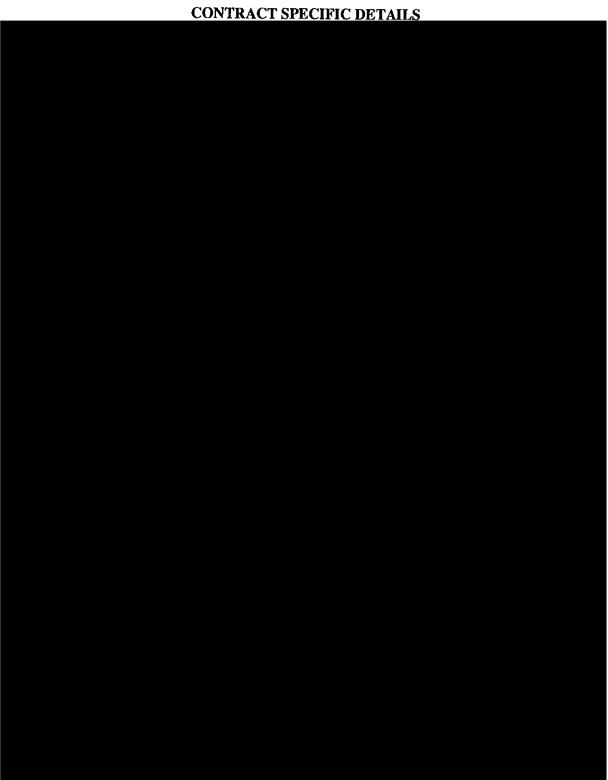
SYNERGY shall be responsible for all costs of testing tissue samples at the independent laboratory.

If all three (or more) samples are negative from tissue sample testing and subject to agreement by the CFIA, then the lot will be treated as negative and can be included in normal production. Full value will be paid.

If the suspect sample or one of the other samples is positive from tissue testing, then the complete lot will be treated as positive and be condemned. Producer will be assessed a per hog processing and disposal charge, such charge to be based on Quality's costs for killing and disposal. The value for the hogs in this lot will be zero.

This policy makes clear that the delivery of Antibiotic and Exogenous Hormone Residue Free animals shall be the responsibility of SYNERGY and that as a slaughterer, Quality will not incur any costs resulting from the handling of animals found to be in violation of this Policy for Antibiotic and Exogenous Hormone Positive Hogs.

# SCHEDULE 7



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#### **TERM and TERMINATION**

#### **Termination - General**

- i. In the event of termination while a forward price contract exists between QUALITY and SYNERGY the same liquidation procedure shall apply as in the case of Force Majeure declaration; and,
- ii. this Agreement may be terminated at any time by mutual agreement of SYNERGY and QUALITY; and,
- iii. this agreement may be terminated without cause by either party giving 12 (twelve) months notice in writing to the other party.

#### **Fixed & Minimum Price Agreements**

#### **Forward Pricing Agreement**

- 1. From time to time, at its sole option and discretion, QUALITY may offer to SYNERGY fixed or minimum pricing for a delivery period in the future; and,
- 2. QUALITY makes no guarantee or warranty that any such fixed or minimum price offered to SYNERGY will, on the delivery of the hogs, be equal to or higher than the standard price calculated according to the regular pricing system described in Schedule 2 and otherwise applicable to the supply of hogs according this Agreement; and,
- 3. QUALITY shall have sole discretion regarding the price offered and any other conditions of acceptance of offers or timing of deliveries; and,
- 4. fixed or minimum priced hogs shall be paid according to the regular terms of this Agreement except that the price paid shall be calculated according to the agreed fixed price or minimum price arrangement; and,
- 5. subject to the terms of each specific fixed or minimum price agreement executed by QUALITY and SYNERGY, any agreed pricing premium cost shall be deducted from the value paid for the hogs; and,
- 6. fixed or minimum priced hogs shall be delivered to QUALITY at normal finished hog weights and within the agreed delivery period associated with each of the fixed or minimum prices agreed; hogs undelivered by the end of the specified delivery period may be subject to penalties up to the amount of the difference between the cash market cost for hogs at the end of the specified delivery period and the agreed fixed price cost for hogs if the fixed price is lower than the cash price at the end of the delivery period; in addition SYNERGY agrees to pay up to a maximum of five dollars per hog undelivered by the end of the delivery period as an administrative penalty; and,
- 7. in the event of notice of a force majeure event occurring between the execution of a fixed or minimum price agreement and the delivery period of the said specially priced hogs, the fixed or minimum price agreement shall be considered to be liquidated at the time of the force majeure event declaration;
  - (a) on such liquidation, the Parties shall settle the cost of the liquidated fixed price agreement by calculating the losses that would have been associated with trading an amount of CME Lean Hog Futures or Option contracts and Canadian Currency Futures contracts equivalent to the quantity of the fixed price or minimum price based hogs for delivery according to the Fixed Pricing agreement; such losses shall be paid to whichever of SYNERGY or Quality has sustained such losses by the other party;
  - (b) losses shall be based on the establishment of Futures positions valued at the initiation of the fixed price agreement and the unwinding of the said positions valued on the date of the force majeure event declaration; and,
- 8. QUALITY and SYNERGY agree that for the settlement of losses or for any other reason concerning the application of Fixed Pricing, whether QUALITY has entered or has not entered into offsetting Futures market or hedging instrument positions covering Fixed Pricing agreements shall be considered immaterial to any settlement, payment, penalty or dispute concerning settlement and payment for hogs delivered according to Fixed Price agreements.

#### **Audit and Documentation Requirements**

SYNERGY and Quality agree and understand that detailed audits and requirements may be imposed by end customers as the Global Food Safety Initiative develops or as a result of entering new markets for meat products with stringent requirements for documentation of meat production practices throughout the supply chain:

Both Quality and SYNERGY commit to respond positively to the need for:

- Preparation and maintenance of Letters of Commitment pertinent to the product and process used or claimed,
- 2. additional documentation, record-keeping, and development of Standard Operating Procedures for all parts of production and transportation.
- 3. Maintaining clear, rapidly available traceability records of animal movements between and within locations including the ability to demonstrate batch integrity and feed and medication use during all stages of the batch trace,
- 4. retention of samples of feeds and feed ingredients for up to one year after delivery and use,
- 5. testing of a selection retained samples on a scheduled basis,
- retention of input purchase records for up to two years and the ability to access the records within 48 hours.
- 7. contracting for and passing third party audits and conducting regular internal audits,
- 8. employee training in the areas pertinent to the production of the claimed product, method of production used or other characteristic of Good Production Practices.

SYNERGY agrees that QUALITY shall have the right to make reasonable requests for such documentation and audits as the need for such procedures becomes evident based on the development of markets or increasing standards in current markets.

At the time of the execution of this agreement, SYNERGY agrees to take the following actions regarding the matter:

- 1. SYNERGY agrees to maintain feed purchase and production records for at least one year from the purchase of all feeds and feed ingredients used for the production of the hogs; and,
- SYNERGY agrees to maintain records of the use and disposition of all feeds, feed ingredients
  and feed medications satisfactory to show the source of all feeds and medications and their use
  from birth to market, including quantities used for the production of each group of hogs
  shipped to Quality; and,
- 3. SYNERGY agrees to provide such records on request by Quality or a third party auditor employed by Quality to perform audits of these records.
- in addition, QUALITY or its agents shall have the right to perform audits of SYNERGYs
  premises and feed and medication records at the production or office location of SYNERGY;
  and,
- 5. on reasonable notice, not less than 48 hours, and with appropriate bio-security standards, not less stringent than the standard bio-security procedures in effect for the production site, being complied with, to inspect the production units where the hogs are being produced including the taking of samples of feeds, feed ingredients, and medications being used in the production of the Hogs.

6. SYNERGY agrees, on request by QUALITY, to provide documentation to show that at no time during the life of the hog it has been fed any ractopamine; such documentation may include written confirmation from feed suppliers that none of the feeds supplied to a production site contain or contained ant ractopamine.

# TAB D

This is Exhibit "D" referred to in the
Affidavit of Mark Yungblut sworn before
me this 8<sup>th</sup> day of April, 2014

1 2/

A Commissioner, etc.

### Hogs Supplied to Quality Meat Packers But Not Paid For to April 4, 2014

	Entity	Hogs	<b>Estimated Value</b>
1	Synergy Swine	171	44,545.71
2	Synergy Swine FPR1 Inc.	1,759	407,258.1
3	Synergy Services Inc.	85	57,500.00
4	Mohaogany Farms Ltd.	65	18,500.00
5	Rose Farms Ltd.	497	140,000.00
6	PA Pork	385	99,460.93
7	Molesworth Farm Supply Limitea	682	198,994.10
8	Synergy Swine FPR2 Inc.	<i>4</i> 5	11,631.61
9	RNR Swine Inc	230	63,736.37
10	Riverbank Farms	161	45,000.00
11	Utter Farms Inc.	148	41,943.00
12	Harwil Farms Mobile Feeds Ltd.	2,012	673,000.0
13	Prinzen & Son Ltd.	217	67,591.00
14	Kuijpers Key Farm Ltd.	253	60,000.00
15	Ron and Diane Coolman	56	16,800.00
16	Eric Van Zantwoort	27	7,250.00
17	Westland Hogco Inc.	2,665	709,865.0
18	RFW Farms	150	40,000.00
19	Swinexs Inc. operating as Genex Ontario	439	122,760.18

# TAB E

This is Exhibit "E" referred to in the Affidavit of Mark Yungblut sworn before

me this 8<sup>th</sup> day of April, 2014

A Commissioner, etc.

#### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]
Sent: Sunday, April 06, 2014 7:27 PM
To: Wael Rostom; Jeffrey Levine

**Subject:** FW: Document to complete Harwill Farms

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530 (F) 519-291-5404



From: Wendy Metcalfe [mailto:wendym@harwilfarms.com]

Sent: April 6, 2014 5:14 PM

To: Jed Chinneck; <a href="myungblut@mfsltd.ca">myungblut@mfsltd.ca</a>
Subject: RE: Document to complete

Dear Mr. Yungblut,

I write on behalf of Harwil Farms Mobile Feeds Ltd. ("**Harwil Farms**"). Harwil Farms raises pigs fromseveral farms in Southwestern Ontario. Harwil Farms supplies pigs to Quality Meat Packers Ltd. ("**QMP**"). Harwil Farms delivered 2012 hogs to QMP throughout March 31, April 1, April 2, and April 3<sup>d</sup> (the "**Shipment**"). QMP has not paid Harwil Farms for the Shipment. I estimate that the value of the Shipment is \$673,000.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Harwil Farms has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Harwil Farms is not prepared to support any restructuring plan that does not see Harwil Farms being paid in full for the Shipment before April 15/2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Harwil Farms would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

## J. Lea & Wendy Metcalfe

Office: 905-768-1118 Fax: 905-768-1414

wendym@harwilfarms.com

#### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]
Sent: Sunday, April 06, 2014 9:46 PM
To: Wael Rostom; Jeffrey Levine

**Subject:** FW: Qmp - Kuipers

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224 (C) 519-291-8530 (F) 519-291-5404



From: Hein Kuijpers [mailto:keyfarm@hotmail.com]

Sent: April 6, 2014 9:20 PM To: myungblut@mfsltd.ca Subject: FW: Qmp

Subject: Qmp

From: keyfarm@hotmail.com

Date: Sun, 6 Apr 2014 21:05:14 -0400

To: keyfarm@hotmail.com

I write on behalf of Kuijpers Key Farm Ltd. ("**KKF**"). Kuijpers Key Farm Ltd. raises pigs from a farm in 3117 Egremont Drive Strathroy Ontario N7G 3H6. Kuijpers Key Farm Ltd. supplies pigs to Quality Meat Packers Ltd. ("**QMP**"). Kuijpers Key Farm Ltd. delivered 253 to QMP on April 1, 2014 and April 3, 2014(the "**Shipment**"). QMP has not paid Kuijpers Key Farm Ltd. for the Shipment. I estimate that the value of the Shipment is \$ 60 000.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Kuijpers Key Farm Ltd. has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Kuijpers Key Farm Ltd. is not prepared to support any restructuring plan that does not see Kuijpers Key Farm Ltd. being paid in full for the Shipment before April 16/14.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Kuijpers Key Farm Ltd. would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Hein Kuijpers

Sent from my iPhone

#### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]
Sent: Sunday, April 06, 2014 8:02 PM
To: Wael Rostom; Jeffrey Levine
Subject: FW: Document to complete Prinzen

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530 (F) 519-291-5404



From: Michelle Prinzen [mailto:bmprinzen@gmail.com]

**Sent:** April 6, 2014 7:57 PM **To:** myungblut@mfsltd.ca

Subject: RE: Document to complete

Dear Mr. Yungblut,

I write on behalf of Prinzen & Son Ltd. ("**Prinzen & Son**"). Prinzen & Son raises pigs from a number of farms in Southwestern Ontario. Prinzen & Son supplies pigs to Quality Meat Packers Ltd. ("**QMP**"). Prinzen & Son delivered 217 pigs to QMP on April 2 (the "**Shipment**"). QMP has not paid Prinzen & Son for the Shipment. I estimate that the value of the Shipment is \$67,591.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Prinzen & Son has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Prinzen & Son is not prepared to support any restructuring plan that does not see Prinzen & Son being paid in full for the Shipment before April 17, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Prinzen & Son would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Bert and Michelle Prinzen

Prinzen & Son Ltd.

P (519) 587-3066 F (519) 587-3552

bmprinzen@gmail.com

From: <u>Mark Yungblut</u>

To: Wael Rostom; Jeffrey Levine

Subject: FW: Quality - RFW

**Date:** Sunday, April 06, 2014 9:55:29 PM

Attachments: image001.wmz

image002.png image004.wmz

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530

(F) 519-291-5404

www.mfsltd.ca



From: James Reesor [mailto:jreesor@rmwfarms.ca]

Sent: April 6, 2014 9:48 PM

To: 'Mark Yungblut' Cc: 'James Reesor' Subject: Quality

Dear Mr. Yungblut,

I write on behalf of RFW Farms Ltd. ("RFW"). RFW raises pigs from a farm headquartered in Grimsby, Ontario. RFW supplies pigs to Quality Meat Packers Ltd. ("QMP"). RFW delivered 98 hogs to QMP on March 27, 2014; 219 hogs to QMP on April 1, 2014; 210 hogs to QMP on April 2, 2014; and, 215 hogs to QMP on April 3, 2014 (the "Shipment"). QMP has not paid RFW for the Shipment. I estimate that the value of the Shipment is \$210,128.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

RFW has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, RFW is not prepared to support any restructuring plan that does not see RFW being paid in full for the Shipment before April 12, 2014 for hogs delivered March 27, 2014; April 16, 2014 for hogs delivered April 1, 2014; April 17, 2014 for hogs delivered April 2, 2014; and, April 18, 2014 for hogs

delivered April 3, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, RFW would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

James Reesor President

RFW Farms Ltd.
Unit 12, 76 Main Street West
Grimsby, Ontario
L3M 1R6
905-717-6259 (cell)
905-945-0872 (office)

#### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]
Sent: Sunday, April 06, 2014 9:54 PM
To: Wael Rostom; Jeffrey Levine

**Subject:** FW: - Riverbank

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224 (C) 519-291-8530

(F) 519-291-5404



From: Dave Van Moorsel [mailto:riverbank@isp.ca]

**Sent:** April 6, 2014 9:36 PM **To:** myungblut@mfsltd.ca

Subject:

Dear Mr. Yungblut,

I write on behalf of Riverbank Farms, Dave and Tara Van Moorsel ("Riverbank farms"). Riverbank Farms raises pigs from a farm in East Williams township, municipalty of North Middlesex, RR#6 Strathroy, Ontario. Riverbank Farms supplies pigs to Quality Meat Packers Ltd. ("QMP"). Riverbank Farms delivered 161 pigs to QMP on Sunday March 30("the shipment"). QMP has not paid Riverbank Farms for the Shipment. I estimate the value of the Shipment is \$45000.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date the QMP filed a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act. I also understand that Qmp is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Riverbank Farms has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Riverbank Farms is not prepared to support any restructuring plan that does not see Riverbank Farms being paid in full for the Shipment before April 14, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Riverbank Farms would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Dave Van Moorsel

-----

Dear Mr. Yungblut,

I write on behalf of Ron and Diane Coolman. Ron raises pigs from a farm in Lambton County in Watford, ON. Ron Coolman supplies pigs to Quality Meat Packers Ltd. ("QMP"). Ron Coolman delivered 56 pigs to QMP on Tuesday April 1/14. QMP has not paid Ron Coolman for the Shipment. I estimate that the value of the Shipment is \$16,800.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act.* I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Ron has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Ron is not prepared to support any restructuring plan that does not see Ron being paid in full for the Shipment before April 15/14.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Ron would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Ron and Diane Coolman

### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]

Sent: Monday, April 07, 2014 8:31 AM

To: Wael Rostom; Jeffrey Levine

Subject: FW: non payment doc - Genex

### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224 (C) 519-291-8530 (F) 519-291-5404



From: Eric Schwindt [mailto:eschwindt@bellnet.ca]

**Sent:** April 7, 2014 8:23 AM

To: 'Mark Yungblut'

Subject: Genex market hogs to QMP

Dear Mr. Yungblut,

I write on behalf of Swinexs Inc operating as Genex Ontario ("Genex"). Genex raises pigs from farms in Huron and Wellington Counties. Genex supplies pigs to Quality Meat Packers Ltd. ("QMP"). Genex delivered 361 pigs to QMP on March 31 and 78 pigs on March 26 (the "Shipments"). QMP has not paid Genex for the Shipments. I estimate that the value of the Shipments are \$101,836.88 and \$20,923,30, for a totat of \$122,760.18.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Genex has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Genex is not prepared to support any restructuring plan that does not see Genex being paid in full for the Shipment before April 15, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Genex would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Eric Schwindt Genex Ontario

### Gideon Ng

From: Mark Yungblut [myungblut@mfsltd.ca]
Sent: Sunday, April 06, 2014 8:40 PM
To: Wael Rostom; Jeffrey Levine
Subject: FW: document to complete - Utter

### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224 (C) 519-291-8530 (F) 519-291-5404



From: <u>utter@execulink.com</u> [<u>mailto:utter@execulink.com</u>]

Sent: April 6, 2014 8:28 PM

**To:** Mark Youngblut **Subject:** QMP

Dear Mr. Youngblut,

I write on behalf of Utter Farms Inc. (" UFI"). UFI raises pigs from a farm in Norwich township, Oxford County in the province of Ontario. UFI supplies pigs to Quality Meat Packers Ltd. ("QMP"). UFI delivered 148 pigs to QMP on March 31/2014 (the "Shipment"). QMP has not paid UFI for the Shipment. I estimate that the value of the Shipment is \$41,943.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5/2014 that QMP does not have any plan for making outstanding payments to suppliers made before April 4/2014, the date that QMP filed a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

UFI has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, UFI is not prepared to support any restructuring plan that does not see UFI being paid in full for the Shipment before April 14/2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$ 14 million and \$ 19 million respectively. Having regard to this security, UFI would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Scott Utter President Utter Farms Inc. Dear Mr. Yungblut,

April, 6 2014

I write on behalf of Westland Hogco Inc.("WHI").

WHI raises pigs in multiple farms in Huron and Perth Counties in Southwestern Ontario with head office in Zurich Ontario.

WHI supplies pigs to Quality Meat Packers Ltd. ("QMP") and has done so for 10 years.

WHI delivered 2665 hogs to QMP between March 27th and April 3rd 2014 (the "Shipments").

QMP has not paid WHI for the Shipments.

I estimate that the value of the Shipment to be \$709,865.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*.

I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

WHI has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, WHI is **not** prepared to support any restructuring plan that does not see WHI being paid in full for the Shipment made before April 11<sup>th</sup>/14.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively.

Having regard to this security, WHI would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Marcy Regier Nancy Regier

## TAB F

This is Exhibit "F" referred to in the Affidavit of Mark Yungblut sworn before me this 8<sup>th</sup> day of April, 2014

A Commissioner, etc

From: Jeffrey Levine

Bcc: "bmprinzen@gmail.com"; "ptalbot@execulink.com"; "utter@execulink.com"; "jenafarms@quadro.net";

> <u>"milagre@isp.ca"; "feeneyfarms@optionsdsl.ca"; "heterpstra@xplornet.ca"; "keyfarm@hotmail.com";</u> <u>"farmgirl@netscape.ca"</u>; <u>"jotten@Southwestvets.ca"</u>; <u>"riverbank@isp.ca"</u>; <u>"jreesor@rmwfarms.ca"</u>; "brinke@zing-net.ca"; "bloxs@execulink.com"; "tjstam@kwic.com"; "coolman@isp.ca" "bandkmcnichol@hurontel.on.ca"; "templetonc@synergyservices.ca"; "eschwindt@bellnet.ca"; "e.d.schouten1@gmail.com"; "Bobt@agribrands.ca"; "vanraay@hay.net"; "ericvz67@gmail.com"; "hammerton@xplornet.com"; "clare@sugarfield.ca"; "allenvr@naturefeedcentre.ca";

"fonsheather@hotmail.com"; "klsanders@brktel.on.ca"; "bcgeerts@execulink.com"; Wael Rostom

Subject: RE: Quality Meat Packers

Date: Monday, April 07, 2014 4:25:00 PM

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

The point of the letter sent out by McMillan LLP is to make sure that each producer understands that one possible outcome of success on Synergy's motion could be that QMP becomes bankrupt and ceases to operate. Because McMillan does not act for other suppliers and since they did not have any discussions or give advice to any other producers, we simply need to know that each producer is comfortable with the possible consequence of success (i.e. a bankruptcy and shutdown of QMP) and has considered this in sending us the letter to be included in our court materials.

It is nothing more than that.

Regards,



### Jeffrey Levine

d 416.865.7791 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Jeffrey Levine

**Sent:** Monday, April 07, 2014 3:16 PM Subject: Quality Meat Packers

### Good afternoon.

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we

represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business. Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your letter without being comfortable that you understand that:

- a) Our motion may result in QMP becoming bankrupt; and
- b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel. If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you. Yours truly,

### mcmillan

### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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## TAB G

This is Exhibit "G" referred to in the Affidavit of Mark Yungblut sworn before me this 8<sup>th</sup> day of April, 2014

A Commissioner, etc.

From: <u>Diane & Ron Coolman</u>
To: <u>Jeffrey Levine</u>

**Subject:** Re: Quality Meat Packers

**Date:** Monday, April 07, 2014 7:12:01 PM

We give our consent for our letter to be included with your court materials. Ron and Diane Coolman

From: <u>Jeffrey Levine</u>

Sent: Monday, April 07, 2014 4:25 PM

To: undisclosed-recipients:

Subject: RE: Quality Meat Packers

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

The point of the letter sent out by McMillan LLP is to make sure that each producer understands that one possible outcome of success on Synergy's motion could be that QMP becomes bankrupt and ceases to operate. Because McMillan does not act for other suppliers and since they did not have any discussions or give advice to any other producers, we simply need to know that each producer is comfortable with the possible consequence of success (i.e. a bankruptcy and shutdown of QMP) and has considered this in sending us the letter to be included in our court materials.

It is nothing more than that.

Regards,



### Jeffrey Levine

d 416.865.7791 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Jeffrey Levine

**Sent:** Monday, April 07, 2014 3:16 PM **Subject:** Quality Meat Packers

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business. Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your

a) Our motion may result in QMP becoming bankrupt; and

letter without being comfortable that you understand that:

b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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From: <u>eschwindt@bellnet.ca</u>
To: <u>Jeffrey Levine</u>

Subject: Re: Quality Meat Packers

**Date:** Monday, April 07, 2014 4:42:01 PM

### Good afternoon,

Swinex Inc, operating as Genex Ontario would like you to include our letter in support of Synergys motion regarding Quality Meat Packers.

Please keep me advised if any further information is required.

Thanks,

Eric Schwindt Genex Ontario

### Sent from my BlackBerry 10 smartphone on the Bell network.

From: Jeffrey Levine

Sent: Monday, April 7, 2014 3:15 PM Subject: Quality Meat Packers

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

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If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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From: Wendy Metcalfe To: Jeffrey Levine

Subject: RE: Quality Meat Packers

Monday, April 07, 2014 4:52:29 PM Date:

### Hello Jeffrey,

We are comfortable with McMillan using our letter stating that we shipped 2012 hogs that have not been paid for at a value of approximately \$670,000. We are in the process of obtaining separate legal counsel. We would like to be a part of the motion and would appreciate seeing it.

### Wendy Metcalfe

Office: 905-768-1118 Fax: 905-768-1414

wendym@harwilfarms.com

**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

Sent: Monday, April 07, 2014 4:41 PM Subject: FW: Quality Meat Packers

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

The point of the letter sent out by McMillan LLP is to make sure that each producer understands that one possible outcome of success on Synergy's motion could be that QMP becomes bankrupt and ceases to operate. Because McMillan does not act for other suppliers and since they did not have any discussions or give advice to any other producers, we simply need to know that each producer is comfortable with the possible consequence of success (i.e. a bankruptcy and shutdown of QMP) and has considered this in sending us the letter to be included in our court materials.

It is nothing more than that.

Regards,



Jeffrey Levine

d 416.865.7791

jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Jeffrey Levine

Sent: Monday, April 07, 2014 3:16 PM

Subject: Quality Meat Packers

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business. Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your

a) Our motion may result in QMP becoming bankrupt; and

letter without being comfortable that you understand that:

b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

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From: <u>Hein Kuijpers</u>
To: <u>Jeffrey Levine</u>

Subject: RE: Quality Meat Packers

**Date:** Monday, April 07, 2014 4:33:50 PM

We are ok with the use of our letter in this matter hein kuijpers

From: Jeffrey.Levine@mcmillan.ca Subject: RE: Quality Meat Packers

Date: Mon, 7 Apr 2014 20:25:34 +0000

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

The point of the letter sent out by McMillan LLP is to make sure that each producer understands that one possible outcome of success on Synergy's motion could be that QMP becomes bankrupt and ceases to operate. Because McMillan does not act for other suppliers and since they did not have any discussions or give advice to any other producers, we simply need to know that each producer is comfortable with the possible consequence of success (i.e. a bankruptcy and shutdown of QMP) and has considered this in sending us the letter to be included in our court materials.

It is nothing more than that.

Regards,



Jeffrey Levine

d 416.865.7791 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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From: Jeffrey Levine

**Sent:** Monday, April 07, 2014 3:16 PM **Subject:** Quality Meat Packers

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business.

Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your letter without being comfortable that you understand that:

Our motion may result in QMP becoming bankrupt; and

Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel. If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you. Yours truly,



### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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From: Michelle Prinzen
To: Jeffrey Levine

**Subject:** Re: Quality Meat Packers

**Date:** Monday, April 07, 2014 4:31:06 PM

### Jeffrey

You have our approval to go ahead and use our letter.

Bert Prinzen

### Prinzen & Son Ltd.

P (519) 587-3066 F (519) 587-3552

bmprinzen@gmail.com

On Mon, Apr 7, 2014 at 3:15 PM, Jeffrey Levine < <a href="mailto:Jeffrey.Levine@mcmillan.ca">Jeffrey.Levine@mcmillan.ca</a> wrote:

Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

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Yours truly,



### Jeffrey Levine

d <u>416.865.7791</u> | f <u>416.865.7048</u> jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

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 From:
 James Reesor

 To:
 Jeffrey Levine

 Cc:
 "Mark Yungblut"

**Subject:** RE: Quality Meat Packers

**Date:** Monday, April 07, 2014 5:52:07 PM

### Mr. Levine,

You may use my letter in support of Synergy Swine's motion.

Of note, our business's lawyer does not specialize in providing advice for this type of legal work. Assuming this matter will proceed further in the courts, RFW Farms Ltd. is arranging its own independent Counsel. In the event this contact is required for your work on this matter, I will provide you the information when confirmed.

### Sincerely,

James Reesor President RFW Farms Ltd. Grimsby, Ontario 905-717-6259 (cell) 905-945-0872 (office)

**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

Sent: Monday, April 07, 2014 3:16 PM

**To:** undisclosed-recipients: **Subject:** Quality Meat Packers

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business.

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### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

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From: riverbank@isp.ca
To: Jeffrey Levine

**Subject:** Re: Quality Meat Packers

**Date:** Monday, April 07, 2014 5:41:22 PM

You my use my letter.

Dave Van Moorsel

Sent from my HTC

---- Reply message -----

From: "Jeffrey Levine" < Jeffrey.Levine@mcmillan.ca>

To: <undisclosed-recipients:> Subject: Quality Meat Packers Date: Mon, Apr 7, 2014 3:15 PM

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

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If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400

### Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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From: Scott

To: <u>Jeffrey Levine</u>
Subject: Re: Quality Meat Packers

**Date:** Monday, April 07, 2014 4:30:46 PM

Jeffrey , I am comfortable with the position of our letter and the use of it in respect to the proceedings with QMP . Please use it in any way to support Synergy's position

Thx Scott Utter Utter Farms Inc.

Sent from my iPhone

On Apr 7, 2014, at 3:15 PM, "Jeffrey Levine" < <a href="mailto:Jeffrey.Levine@mcmillan.ca">Jeffrey.Levine@mcmillan.ca</a> wrote:

### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business.

Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your letter without being comfortable that you understand that:

- a) Our motion may result in QMP becoming bankrupt; and
- b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel. If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you. Yours truly,

### <image001.gif>

### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

From: <u>Jed Chinneck</u>

To: <u>Jaipargas, Roger</u>; <u>Jeffrey Levine</u>

Cc: Wael Rostom
Subject: RE: QMP (Re)

**Date:** Monday, April 07, 2014 6:37:30 PM

### **Approved**

jed

From: Jaipargas, Roger [mailto:RJaipargas@blg.com]

Sent: Monday, April 07, 2014 6:29 PM

To: jeffrey.levine@mcmillan.ca

Cc: wael.rostom@mcmillan.ca; Jed Chinneck

Subject: FW: QMP (Re)

Thanks Jeff. I have copied Jed on this and would ask him to confirm with the client that you may attach the letter as an exhibit to your affidavit. Thanks.

### Roger

From: Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

**Sent:** April-07-14 6:24 PM

To: Jaipargas, Roger; jed@chinneck.ca

Cc: Wael Rostom Subject: QMP (Re)

Roger/Jed,

Please confirm that we may attach the enclosed letter with our materials.

Many thanks,

### mcmillan

### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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# IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. 31-1855569

## AND IN THE MATTER OF THE PROPOSAL OF QUALITY MEAT PACKERS LIMITED

## ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

## AFFIDAVIT OF MARK YUNGBLUT (SWORN APRIL 8, 2014)

McMillan LLP Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON, M5J 2T3 Jeffrey Levine LS#: 55582H Tel: 416-865-7791

Fax: 416-865-7048

Email: jeffrey.levine@mcmillan.ca

Lawyers for the moving party, Synergy Swine Inc.

## TAB 3

Court File No. 31-1855569

### ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) (COMMERCIAL LIST)

### IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

### SUPPLEMENTARY AFFIDAVIT OF MARK YUNGBLUT (sworn April 9, 2014)

- I, MARK YUNGBLUT, of the Village of Wroxeter, Howick Township in the Province of Ontario, MAKE OATH AND SAY:
- 1. I am the General Manager of Synergy Swine Inc. ("Synergy Swine"). Along with three others, I helped to found Synergy Swine in 1994. I am also the President of the 50 percent owner of Synergy Swine, Molesworth Farm Supply Ltd. As such I have knowledge of the matters to which I hereinafter depose. Where my affidavit is made on information and belief, I identify the source of that information and believe it to be true.
- 2. I swear this affidavit further to my affidavit sworn April 8, 2014 (my "First Affidavit"). Capitalized terms in this affidavit refer to the terms as they are defined in my First Affidavit.
- 3. In paragraph 21 of my First Affidavit, I indicated that if additional confirmations from the Other Hog Farmers were received, they may be reflected in a supplementary affidavit.

- 4. Nine additional confirmations from the Other Hog Farmers have been received. Attached as Exhibit "A" is an updated spreadsheet now reflecting the deliveries of these additional nine farmers. The total estimated value of all hogs delivered to QMP for which payment has not been made and of which I am aware or have been advised is now \$3,986,902.16.
- 5. Attached at Exhibit "B" are nine additions to the Other Hog Farmers' Correspondence setting out the particulars of their deliveries.
- 6. Attached at Exhibit "C" are nine additional affirmative responses from the Other Hog Farmers who's deliveries are now reflected in the spreadsheet.
- Also, in paragraph 15 of my First Affidavit, I set out the deliveries made by the Synergy Swine Group in the days immediately prior to QMP's NOI filing. Attached at Exhibit "D" are the Ontario Pork Hog Manifests and Ontario Pork Producer Receipts for each of those deliveries. The Producer Receipts identify the name of the producer and the number of hogs received. Each Producer Receipt corresponds to a Hog Manifest that indicates the plant to which the hogs were delivered (in this case, QMP), the number of hogs and the date of arrival.

SWORN BEFORE ME at Listowel, Ontario on April 9, 2014.

Commissioner for Taking Affidavits

Mark Yungblut

## TAB A

This is Exhibit "A" referred to in the Affidavit of Mark Yungblut sworn before me this 9<sup>th</sup> day of April, 2014

A Commissioner, etc.

# Hogs Supplied to Quality Meat Packers But Not Paid For to April 4, 2014

No.	Entity	Hogs	<b>Estimated Value</b>
1	Synergy Swine	171	44,545.71
2	Synergy Swine FPR1 Inc.	1,759	407,258.1
3	Synergy Services Inc.	85	57,500.00
4	Mohaogany Farms Ltd.	65	18,500.00
5	Rose Farms Ltd.	<i>4</i> 97	140,000.00
6	PA Pork	385	99,460.93
7	Molesworth Farm Supply Limitea	682	198,994.10
8	Synergy Swine FPR2 Inc.	45	11,631.61
9	RNR Swine Inc	230	63,736.37
10	Riverbank Farms	161	45,000.00
11	Schlegelhome Farms Inc.	285	84,466.00
12	JR Terpstra Farms Ltd.	1,257	405,761.9 <sub>1</sub>
13	Utter Farms Inc.	148	41,943.00
14	Harwil Farms Mobile Feeds Ltd.	2,012	673,000.0
15	Prinzen & Son Ltd.	217	67,591.00
16	Talbot Farms	90	25,279.36
17	Floradale Feed Mill Limited	1,622	480,000.0
18	Kuijpers Key Farm Ltd.	253	60,000.00
19	Ron and Diane Coolman	56	16,800.00
20	Feeney Farms	24	6,500.00
21	Petervale Farms Ltd. (St. Marys)	119	30,940.00
22	Petervale Farms Ltd. (Belwood)	39	10,250.00
23	Eric Van Zantwoort	27	7,250.00
24	Westland Hogco Inc.	2,665	709,865.0
25	RFW Farms	150	40,000.00
26	Swinexs Inc. operating as Genex Ontario	439	122,760.18
27	D&M Pork Inc.	116	36,500.00
28	Schouten Farms Ltd.	274	81,368.82
	Total	13,873	3,986,902.16

# TAB B

This is Exhibit "B" referred to in the Affidavit of Mark Yungblut sworn before me this 9<sup>th</sup> day of April, 2014

A Commissioner, etc.

From: <u>Mark Yungblut</u>

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: Letter

**Date:** Sunday, April 06, 2014 9:52:55 PM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530 (F) 519-291-5404

www.mfsltd.ca



**From:** John Otten [mailto:jotten@Southwestvets.ca]

**Sent:** April 6, 2014 9:35 PM

To: Mark Yungblut (myungblut@mfsltd.ca)

Cc: Doug MacDougald Subject: Letter

Dear Mr. Yungblut,

I write on behalf of Floradale Feed Mill Limited (FFM). FFM raises pigs from farms in Huron, Perth & Wellington Counties. FFM supplies pigs to Quality Meat Packers Ltd. ("QMP"). FFM delivered 1622 hogs to QMP on Mar 26 – April 3 2014 (the "Shipment"). QMP has not paid FFM for the Shipment. I estimate that the value of the Shipment is \$480,000.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

FFM has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, FFM is not prepared to support any restructuring plan that does not see FFM being paid in full for the Shipment before April 10, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, FFM would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly, John Otten John Otten 219 Oak Street Stratford Ontario N5A-8A1 519-271-2111 Ext 204 Office 519-271-0992 Fax 519-897-1907 Cell

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From: <u>Mark Yungblut</u>

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: Doc to complete Schouten Farms Ltd.

Date: Monday, April 07, 2014 9:40:55 AM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530

(F) 519-291-5404

www.mfsltd.ca



**From:** Erik & Deb Schouten [mailto:e.d.schouten1@gmail.com]

**Sent:** April 7, 2014 9:35 AM

To: Erik & Deb Schouten; Jeffrey.mcmillan@mcmillan.ca; maryottaviano@mcmillan.ca;

myungblut@mfsltd.ca

Subject: Response to Quality Regarding Schouten Farms Ltd.

### Dear Mr Yungblut,

I write on behalf of Schouten Farms Ltd.(Schouten Farms). Schouten Farms raises pigs from four locations.

5299 Parkhouse Dr. Appin ON N0L1A0 (Home farm and office location):

7697 Parkhouse Dr Mt Brydges; 21037 Springfield Road, Melbourne and 8095 Longwoods Road,

Mt Brydges. in Middlesex County. Schouten Farms supplies pigs to Quality Meat Packers Ltd. (QMP). Schouten Farms delivered 213 hogs to QMP on April 2nd and 61 hogs to QMP on April 3rd

(the Shipment). QMP has not paid Schouten Farms for these shipments. I estimate that the value of the April 2nd shipment (reference # 26004 from QMP direct deposit info) is \$63,285.94 and the April 3rd shipment is \$18082.88 (ref # 26042 from Quality direct deposit info) for a total of \$81368.82.

I understand that David Schwarts, President of QMP, advised at a meeting of suppliers to QMP on April 5th, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Schouten Farms has not been advised of, and is not aware of, any plan for the restructuring

of QMP. In any case, Schouten Farms is not prepared to support any restructuring plan that does not see Schouten farms being paid in full for the shipments before April 17/14.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Schouten Farms would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours Truly,

Erik Schouten for Schouten Farms Ltd.

From: Mark Yungblut

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: Document to complete - Schlegel 1 and Schlegel 2 (two letters)

**Date:** Monday, April 07, 2014 4:53:14 AM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530

(F) 519-291-5404

www.mfsltd.ca



### Dear Mr. Yungblut,

I write on behalf of Schlegelhome Farms Inc ("SFI"). SFI raises pigs from farms in Ontario, mostly Perth County. SFI supplies pigs to Quality Meat Packers Ltd. ("QMP"). SFI delivered 285 pigs to QMP on April 1<sup>st</sup> & April 3rd. QMP has not paid SFI for the Shipments. I estimate that the value of the Shipment is \$84,466.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

SFI has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, SFI is not prepared to support any restructuring plan that does not see SFI being paid in full for the Shipment before April 18th.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, SFI would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly, Clare Schlegel

### Dear Mr. Yungblut,

I write on behalf of T&E Schlegel Holdings Inc. ("TESH"). TESH raises pigs from a farm in Chesley, Ontario. TESH supplies pigs to Quality Meat Packers Ltd. ("QMP"). TESH delivered a total of 565 hogs to QMP in 3 shipments dated March 27 2014, March 31 2014 and April 2 2014 (the "Shipments"). QMP has not paid TESH for the Shipments. I estimate that the value of the Shipments are \$57 323.93, \$57 546.50 and \$59 635.12 respectively.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

TESH has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, TESH is not prepared to support any restructuring plan that does not see TESH being paid in full for the Shipment before April 11/14.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, TESH would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Tobin Schlegel, President of T&E Schlegel Holdings Inc.

From: <u>Mark Yungblut</u>

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: Document to Complete - Terpstra farms

Date: Sunday, April 06, 2014 9:40:13 PM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530

(F) 519-291-5404

www.mfsltd.ca



From: Herman & Eline Terpstra [mailto:heterpstra@xplornet.ca]

**Sent:** April 6, 2014 9:05 PM **To:** myungblut@mfsltd.ca

Subject:

Dear Mr. Yungblut,

I write on behalf of JR Terpstra Farms Ltd. ("JR TFL"). JR TFL raises pigs from a farm in Brussels, Ontario. JR TFL supplies pigs to Quality Meat Packers Ltd. ("QMP"). JR TFL delivered 1,257 pigs to QMP on March 31<sup>st</sup>, 2014. (the "Shipment"). QMP has not paid JR TFL for the Shipment. I estimate that the value of the Shipment is \$405,761.94.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the Bankruptcy and Insolvency Act. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

JR TFL has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, JR TFL is not prepared to support any restructuring plan that does not see JR TFL being paid in full for the Shipment before April 15, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of

QMP for \$14 million and \$19 million respectively. Having regard to this security, JR TFL would be materially
prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any
other security.

Yours truly,

Herman Terpstra

President JR Terpstra Farms Ltd. From: <u>Mark Yungblut</u>

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: document to complete Talbot Farms

Date: Sunday, April 06, 2014 8:30:44 PM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530 (F) 519-291-5404

(F) 313-231-340



From: ptalbot@execulink.com [mailto:ptalbot@execulink.com]

**Sent:** April 6, 2014 8:27 PM **To:** myungblut@mfsltd.ca

Subject: Letter

Dear Mr. Yungblut,

I write on behalf of Talbot Farms. Talbot Farms raises pigs from a farm in 445692 Gunn's Hill Rd, Woodstock, ON N4S 7V8. Talbot Farms supplies pigs to Quality Meat Packers Ltd. ("QMP"). Talbot Farms delivered 90 market hogs to QMP on March 31, 2014 (the "Shipment"). QMP has not paid Talbot Farms for the Shipment. I estimate that the value of the Shipment is \$ 25, 279.36

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Talbot Farms has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Talbot Farms is not prepared to support any restructuring plan that does not see Talbot Farms being paid in full for the Shipment before April 14, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Talbot Farms would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Patrick Talbot

Talbot Farms

From: <u>Mark Yungblut</u>

To: Wael Rostom; Jeffrey Levine
Subject: FW: QMP Claim - Dwayne Ritchie
Date: Monday, April 07, 2014 9:51:53 AM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530 (F) 519-291-5404

www.mfsltd.ca



**From:** Bob TenHove (agribrands.ca) [mailto:Bobt@agribrands.ca]

**Sent:** April 7, 2014 9:43 AM **To:** myungblut@mfsltd.ca

Cc: GERALD & ALAN; Tom Robinson (agribrands.ca); Karl VanKlaveren (agribrands.ca)

Subject: QMP Calim Dwayne Ritchie

Dear Mr. Yungblut,

I write on behalf of **D&M Pork Inc. (Dwayne C. Ritchie).** D&M Pork Inc. raises pigs from a farm in North Middlesex. D&M Pork Inc. supplies pigs to Quality Meat Packers Ltd. ("**QMP**"). D&M Pork Inc. delivered 116 pigs to QMP on April 1 2014 (the "**Shipment**"). QMP has not paid D&M Pork Inc. for the Shipment. I estimate that the value of the Shipment is \$36,500.00

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

D&M Pork Inc. has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, D&M Pork Inc. is not prepared to support any restructuring plan that does not see D&M Pork Inc. being paid in full for the Shipment before April 16, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, D&M Pork would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Dwayne C. Ritchie, President of D&M Pork Inc. (Dated April 7, 2014)

Emailed on Dwayne C. Ritchie's behalf by; Bob TenHove Swine Account Manager Agribrands Purina Canada Inc. 519-440-6510 cell # bobt@agribrands.ca



From: <u>Mark Yungblut</u>

To: <u>Wael Rostom</u>; <u>Jeffrey Levine</u>

Subject: FW: Quality Meats progress report and Action List 2014/04/05 - Feeney Farms

**Date:** Sunday, April 06, 2014 9:37:08 PM

#### **Mark Yungblut**

Molesworth Farm Supply Ltd.

(T) 519-291-3740 ext. 224

(C) 519-291-8530

(F) 519-291-5404

www.mfsltd.ca



From: Feeney Farms [mailto:feeneyfarms@optionsdsl.ca]

**Sent:** April 6, 2014 9:05 PM

To: Mark Yungblut

Subject: Quality Meats progress report and Action List 2014/04/05

Dear Mr. Yungblut,

I write on behalf of **Feeney Farms**. **Feeney Farms** raises pigs from a farm at 1515 Cheapside Road, Jarvis, Ontario, NOA 1J0. **Feeney Farms** supplies pigs to Quality Meat Packers Ltd. ("**QMP**"). **Feeney Farms** delivered 24 pigs to QMP on April 3, 2014 (the "**Shipment**"). QMP has not paid **Feeney Farms** for the Shipment. I estimate that the value of the Shipment is \$6,500.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

**Feeney Farms** has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, **Feeney Farms** is not prepared to support any restructuring plan that does not see **Feeney Farms** being paid in full for the Shipment before April 18, 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, **Feeney Farms** would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Edward Feeney Feeney Farms 1515 Cheapside Road, RR#1 Jarvis, On. NOA 1J0 Dear Mr. Yungblut,

I write on behalf of Petervale Farms Ltd.). Petervale Farms Ltd. raises pigs on a farm in St. Marys (address 5506 Line 4, lot 12, concession 8, Blanshard Township, Perth). Petervale Farms Ltd. supplies pigs to Quality Meat Packers Ltd. ("QMP"). Petervale Farms Ltd. delivered 119 market hogs to QMP on March 27<sup>th</sup>, 2014 (the "Shipment"). QMP has not paid Petervale Farms Ltd. for the Shipment. I estimate that the value of the Shipment is \$ 30,940.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Petervale Farms Ltd. has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Petervale Farms Ltd. is not prepared to support any restructuring plan that does not see Petervale Farms Ltd. being paid in full for the Shipment before April 12<sup>th</sup> 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Petervale Farms Ltd. would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Arie Brinke

President Petervale Farms Ltd.

Dear Mr. Yungblut,

I write on behalf of Petervale Farms Ltd. Petervale Farms Ltd. raises pigs on a farm in Belwood (address 7333 County Rd 16, lot 27, concession 5, North Wellington Township, Wellington). Petervale Farms Ltd. supplies pigs to Quality Meat Packers Ltd. ("QMP"). Petervale Farms Ltd. delivered 39 market hogs to QMP on April 1st, 2014 (the "Shipment"). QMP has not paid Petervale Farms Ltd. for the Shipment. I estimate that the value of the Shipment is \$ 10,250.00.

I understand that David Schwartz, President of QMP, advised at a meeting of suppliers to QMP on April 5, 2014 that QMP does not have any plan for making outstanding payments to suppliers for shipments made before April 4, 2014, the date that QMP filed a Notice of Intention to make a proposal under the *Bankruptcy and Insolvency Act*. I also understand that QMP is looking for pigs to be supplied to it going forward at a price that is discounted from the price normally paid to suppliers.

Petervale Farms Ltd. has not been advised of, and is not aware of, any plan for the restructuring of QMP. In any case, Petervale Farms Ltd. is not prepared to support any restructuring plan that does not see Petervale Farms Ltd. being paid in full for the Shipment before April 16<sup>th</sup> 2014.

I also understand that TD Asset Management and a holding company related to QMP were secured creditors of QMP for \$14 million and \$19 million respectively. Having regard to this security, Petervale Farms Ltd. would be materially prejudiced if it did not have security for the amounts owed by QMP for the Shipment that ranked in priority to any other security.

Yours truly,

Arie Brinke

President Petervale Farms Ltd.

# TAB C

This is Exhibit "C" referred to in the Affidavit of Mark Yungblut sworn before me this 9<sup>th</sup> day of April, 2014

A Commissioner, etc.

From: <u>Feeney Farms</u>
To: <u>Jeffrey Levine</u>

Subject: Re: Quality Meat Packers

**Date:** Tuesday, April 08, 2014 6:47:57 AM

I am content that my information be added to the Synergy motion.

Ed Feeney

1515 Cheapside Road

Jarvis, ON. NOA 1JO

From: <u>Jeffrey Levine</u>

Sent: Monday, April 07, 2014 3:15 PM

Subject: Quality Meat Packers

#### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business.

Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your letter without being comfortable that you understand that:

- a) Our motion may result in QMP becoming bankrupt; and
- b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



#### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

#### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

From: <u>John Otten</u>

To: <u>Jeffrey Levine</u>; <u>Mark Yungblut (myungblut@mfsltd.ca)</u>

Subject: RE: Quality Meat Packers

**Date:** Tuesday, April 08, 2014 7:55:54 AM

Acknowledged by Floradale Feed Mill and we are good with this

John Otten
South West Ontario Veterinary Services
219 Oak Street Stratford Ontario
N5A-8A1
519-271-2111 Ext 204 Office
519-271-0992 Fax
519-897-1907 Cell

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**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

**Sent:** Monday, April 07, 2014 4:26 PM **Subject:** RE: Quality Meat Packers

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

The point of the letter sent out by McMillan LLP is to make sure that each producer understands that one possible outcome of success on Synergy's motion could be that QMP becomes bankrupt and ceases to operate. Because McMillan does not act for other suppliers and since they did not have any discussions or give advice to any other producers, we simply need to know that each producer is comfortable with the possible consequence of success (i.e. a bankruptcy and shutdown of QMP) and has considered this in sending us the letter to be included in our court materials.

It is nothing more than that.

Regards,



Jeffrey Levine

d 416.865.7791 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

#### Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

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Please consider the environment before printing this e-mail

From: Jeffrey Levine

**Sent:** Monday, April 07, 2014 3:16 PM **Subject:** Quality Meat Packers

#### Good afternoon.

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business. Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your

a) Our motion may result in QMP becoming bankrupt; and

letter without being comfortable that you understand that:

b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



#### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

#### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400

Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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Please consider the environment before printing this e-mail.

From: <u>Arie & Rikie Brinke</u>
To: <u>Jeffrey Levine</u>

Subject: RE: Quality Meat Packers

**Date:** Tuesday, April 08, 2014 9:16:24 AM

Mr. Jeffrey Levine,

We are sending you this email to let you know that we are comfortable with you using the letters we send to Mark Yungblut regarding the QMP problems.

Kind regards,

Arie & Rikie Brinke Petervale Farms Ltd.

**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

**Sent:** April 7, 2014 4:26 PM **Subject:** RE: Quality Meat Packers

Mark Yungblut has asked us to send you all this note as a follow-up to my earlier email:

If Synergy is successful on its motion for either the termination of the NOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all producers who submit valid s.81.2 claims pursuant to the process set out in the BIA. Nothing being sought in the motion would give Synergy special treatment.

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It is nothing more than that.

Regards,



Jeffrey Levine

d 416.865.7791

jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

From: Jeffrey Levine

**Sent:** Monday, April 07, 2014 3:16 PM **Subject:** Quality Meat Packers

#### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

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letter without being comfortable that you understand that:

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If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,

# mcmillan

#### Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

#### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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Please consider the environment before printing this e-mail.

From: Bob TenHove (agribrands.ca)

To: Jeffrey Levine
Cc: GERALD & ALAN
Subject: RE: Quality Meat Packers

**Date:** Tuesday, April 08, 2014 8:58:17 AM

#### Jeffrey:

I am replying to you on Dwayne Ritchie's behalf (D&M Pork Inc.).

Your information was presented to Dwayne April 8/14.

Dwayne does give his approval to use his letter, previously submitted, to further your action in this matter.

Regards

# Bob TenHove Swine Account Manager Agribrands Purina Canada Inc. 519-440-6510 cell # bobt@agribrands.ca



**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

Sent: Monday, April 07, 2014 3:16 PM

**Subject:** Quality Meat Packers

#### Good afternoon,

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- b) Our motion may result in QMP closing its operations permanently.

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If you are still content for us to use your letter in support of Synergy Swine's motion, we would be

grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you. Yours truly,



## Jeffrey Levine

d 416.865.7791 | f 416.865.7048 | jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca

Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 my bio | mcmillan.ca

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Please consider the environment before printing this e-mail.

From: <u>Clare Schlegel</u>
To: <u>Jeffrey Levine</u>

**Subject:** RE: Quality Meat Packers

**Date:** Monday, April 07, 2014 8:53:10 PM

We are in support of the motion,

Understanding things are still happening to hopefully resolve the matter in the best way possible.

Clare Schlegel Schlegelhome Farms Inc.

**From:** Jeffrey Levine [mailto:Jeffrey.Levine@mcmillan.ca]

**Sent:** April 7, 2014 3:16 PM **Subject:** Quality Meat Packers

#### Good afternoon,

Your email letter of April 5 or 6, 2014 regarding hogs your company supplied to Quality Meat Packers Limited ("QMP") has been forwarded to our attention.

We act for Synergy Swine Inc. ("Synergy"), and only Synergy. We are not acting for you. Since we represent only Synergy in connection with QMP's restructuring proceedings, we do not know the extent to which you may have received any legal advice with respect to your interests in the QMP restructuring proceedings or the consequences of the bankruptcy of QMP on your business. Your letter may be helpful to the success of Synergy Swine's motion, including the triggering of

certain lien rights in a bankruptcy or receivership of QMP. However, we do not want to use your letter without being comfortable that you understand that:

- a) Our motion may result in QMP becoming bankrupt; and
- b) Our motion may result in QMP closing its operations permanently.

If you have not already done so you may wish to obtain independent legal counsel.

If you are still content for us to use your letter in support of Synergy Swine's motion, we would be grateful if you could indicate that by reply to this email. We will not attach your letter to our materials without an affirmative response from you.

Yours truly,



## Jeffrey Levine

d 416.865.7791 | f 416.865.7048 jeffrey.levine@mcmillan.ca

Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca Assistant: Patricia Kokkinakos | 416.865.7003 | patricia.kokkinakos@mcmillan.ca

#### McMillan LLP

Lawyers | Patent & Trade-mark Agents Brookfield Place, 181 Bay Street, Suite 4400 Toronto, Ontario M5J 2T3 From: Erik & Deb Schouten

To: Jeffrey Levine; myungblut@mfsltd.ca
Subject: Regarding Quality Meat Packers
Date: Tuesday, April 08, 2014 5:05:00 PM

In regards to your email that we received on Monday April 7, 2014 at 4:25pm, we realize that the information that we

supplied you with may have consequences toward Quality Meat Packers. Although I do not wish ill toward QMP, I still would

like to be paid for my hogs. If our information helps with that end result, that is all I can ask.

Deb Schouten for Schouten Farms Ltd.

From: ptalbookleadord net
To: Juffrey Levins
Subject: RE: Quality Meat Packers
Date: Tuesday, April 08, 2014 7:22:23 AM Mr Levine
I am writing to you as President of Taibot Farms and give you the okay of
using our previous letter that we submitted to Synergy Sainre and
understand that the process could result in OMP going bankrupt. We hope
that we too will recover any monies that are owed to us as well if the
proceedings go in our favour. Thank You Patrick and Joanne Talbot Talbot Farms Inc. to my > earlier email: > If Synergy is successful on its motion for either the termination of the > MOI proceedings or the appointment of a receiver, the s.81.2 lien under the BIA will be available to all groadcers who submit valid s.81.2 claims > pursuant to the process set out in the BIA. Mothing being sought in the > motion would give Synergy special treatment. a motion would give Synergy special treatment.
The point of the first sent on thy Malinia LIP is to make sure that 1 each producer understands that one possible outcome of success on operate. Synergy's motion could be that LIMP becomes bankrupt and coses to operate. It is expected to the control of the control > > It is nothing more than that. > > [McMillan LLP] > > Jeffrey Levine > -Assistant: Mary Ottaviano | 416.865.7029 | mary.ottaviano@mcmillan.ca > Assistant: Patricia Kokkinakos | 416.865.7003 | > patricia kokkinakos@mcmillan.ca CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, coping or use of this ential is prohibled. If you are not the intended recipient, please notify us by reply email or telephone call and permanently detect this certail and any copies immediate this certail and permanently detect this certail and any copies immediate. >
- Please consider the environment before printing this e-mail. > From: Jeffrey Levine > Sent: Monday, April 07, 2014 3:16 PM > Subject: Quality Meat Packers If you have not already done so you may with 10 obtain independent legal 2 council.

If you have not already done so you may with 10 obtain independent legal 2 council.

Since in solid content for in 10 use you letter in support of Symeny 2 since's motion, we would be grateful if you could indicate that by reply 5 links mail. We not actainly you letter to our materials without an 2 vocar tonly council more from you. > > [McMillan LLP] > entrey (verine

4 of 16.86.7.791 | 1 of 16.865.7048
> pliffrey levine@menillan.ca \commands.ciffrey levine@menillan.ca \ ODRIFICATION TYPE OF THE certail including any attachments, may contain > information that is confidential and privileged. Any unsulthorized > disclosure, coping or use of this entail is prohibited. If you are not the > intended recipient, please notify us by reply remail or telephone call and > permanently debet this remail and any copies immediately. From: John McKercher
To: Jeffrey Levine
Subject: Quality Meat Produts

Date: Tuesday, April 08, 2014 3:38:18 PM
Attachments: JR Terpstra Farms Letter.doc

On behalf of my clients, JR Terpstra Farms Ltd. please see enclosed letter regarding Quality Meat Products. My client consents to your use of this letter in your motion on Thursday.

Please confirm your receipt of same.

Yours very truly,

John McKercher Devereaux Murray Professional Corporation 77 Main Street South, PO Box 220 Seaforth, Ontario NOK 1W0

T: (519) 527-0850 x 223 F: (519) 527-2324

# TAB D

This is Exhibit "D" referred to in the Affidavit of Mark Yungblut sworn before me this 9<sup>th</sup> day of April, 2014

A Commissioner, etc.

TRUCKER NUMBER 76/0 MONTH DAY HOG MANIFEST 301993			
TRUCKER Brussels Transport YARD LOTNO.			
PLANT NO. OF HOGS  PLANT DELIVERY TIME AT PLANT 1:30 AM  BOXSUBJECTS ATSVARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MANNIE DAY  COMMENTS  AMBRECT TO CAMBON RECOMP  1-SUBJECTS CLAYLON LAVEST  LAVEST CLAYLON LAVEST			
TRUCKER NUMBER 76/0 MONTH DAY HOG MANIFEST 336607  TRUCKER BRUSSEIS TRANSPORT. DROUBLE BRS 905  PLANT NO. OF HOGS  SUBJECTS AT YARDS OR DEADS  COMMENTS  SALE DATE ON TARIO PORK HOG MANIFEST 336607  YARD LOT NO. BRS 905  PLANT NO. OF HOGS ARRIVAL DATE ARRIVAL TIME HOG PRICE MONTH DAY OLD 17 PLANT OLD 13 217 : P.M			
SYNERGY SWINE NC.  RE: JEFF SCOTT #1  44743 PERTH LINE 86, P9 1 LISTOWEL ON NAW 36  PRODUCER  SOWS TATTOO WEIGHT Results of the state o			

587 659 080 080	LOT NO. PICK-UP DATE PREMISE ID #
SYNERGY SWINE INC RE: BLUEWATER PORK	4 8 2 ON 125
44743 PERTH LINE 86, RP 1	H.
LISTOWEL, ON NAW 21	HOGS TATTOO WEIGHT
i kobocek	SOWS TATTOO WEIGHT
U., . 4	SOWS TATTOO WEIGHT
and the state of t	BOARS TATTOO WEIGHT
TRUCKER/ASSEMBLER	NA WAR
TRUCKER CHARGE ASSEMBLER# ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
1.50	□kg
1507074	lbs
CONTROL# 1597274	ONTARIO PORK PRODUCER RECEIPT
570 500 b12 U11	
570 500 012 UII SYNERGY SWINE FPRI INC	LOT NO. PICK-UP DATE PREMISE ID #  ON
CALEY FINISHER 44743 PERTH LINE 86. RP 1	ON ON
LISTOWEL . ON NAW 3	HOGS TATTOO WEIGHT
PRODUCER	48 10995 Dibs
	SOWS TATTOO WEIGHT
040314	□tbs
	SOWS TATTOO WEIGHT kg BOARS TATTOO WEIGHT kg BOARS TATTOO WEIGHT kg
TRUCKER/ASSEMBLER	□lbs
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
1.50	□ıbs
CONTROL # 1597271	ONTARIO PORK PRODUCER RECEIPT
664 185 000	LOT NO. PICK-UP DATE PREMISE ID #
	482 MONTH DAY YEAR ON
BENNETT FARMS	
Home # 2	HOGS TATTOO WEIGHT
PRODUCER	DIO 81 465
U40314	SOWS TATTOO WEIGHT
RR 2 BLUEVALE	□ tbs
	SOWS TATTOO WEIGHT kg by
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	
1.50	SUBJ. or CRIPS TATTOO WEIGHT
	□tbs
CONTROL# 1597270	ONTARIO PORK PRODUCER RECEIPT

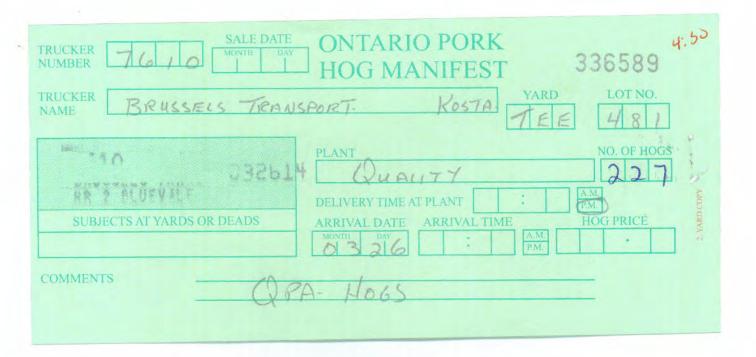
TRUCKER 7610	SALE DATE ONTARIO PORK HOG MANIFEST 35405Q <sub>126</sub>	
TRUCKER BRUSSEL	STRANSPORT SHAWN. SBR 482	A
TRY 2 BEOFVACE	DELIVERY TIME AT PLANT 7 3:30 PM	PORTER COPY
SUBJECTS AT YARDS (	OR DEADS ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  O 1 4 0 13	J. TRANS
COMMENTS _	QPA- HOGS. Fimbit.	

TRUCKER 7616 SALE DATE ONTARIO PORK HOG MANIFEST 354050
TRUCKER BRUSSELS TEAMSPORT SHAWN. SAR LOTNO.  SBR 482
PLANT NO. OF HOGS.  DELIVERY TIME AT PLANT 12:3 A.M.
SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  O 14 0 13 : PM.
COMMENTS QPA- HOGS.

568 610. 010 PA PORK	LOT NO.  PICK-UP DATE  PREMISE ID #  ON  127
DALE SCHEFTER.  PRODUCER	HOGS TATTOO WEIGHT   kg   k
RR 2 BLUEVAL	SOWS TATTOO WEIGHT   kg   BOARS TATTOO WEIGHT   kg   BOARS   TATTOO   WEIGHT   kg   BOARS   TATTOO   WEIGHT   kg   BOARS   TATTOO   WEIGHT   kg   BOARS   TATTOO   WEIGHT   kg   BOARS   TATTOO   WEIGHT   Character   kg   BOARS   Character   kg   BOARS   Character   kg   BOARS   Character   kg   BOARS   Character   kg   BOARS
TRUCKER/ASSEMBLER  TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602380	ONTARIO PORK PRODUCER RECEIPT

S13 085 015 031' SYNERGY SERVICES INC RE: HANS WIDNER	LOT NO. PICK-UP DATE PREMISE I	D#
515 MAITLAND AVE S LISTOWEL, ON NAW 2M PRODUCER	HOGS TATTOO WEIGH	IT kg
C32c14	SOWS TATTOO WEIGH	kg Sag
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGH	TI O kg WW
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGH	IT □ kg □ lbs
CONTROL# 1602379	ONTARIO PORK PRODUCER REC	CEIPT

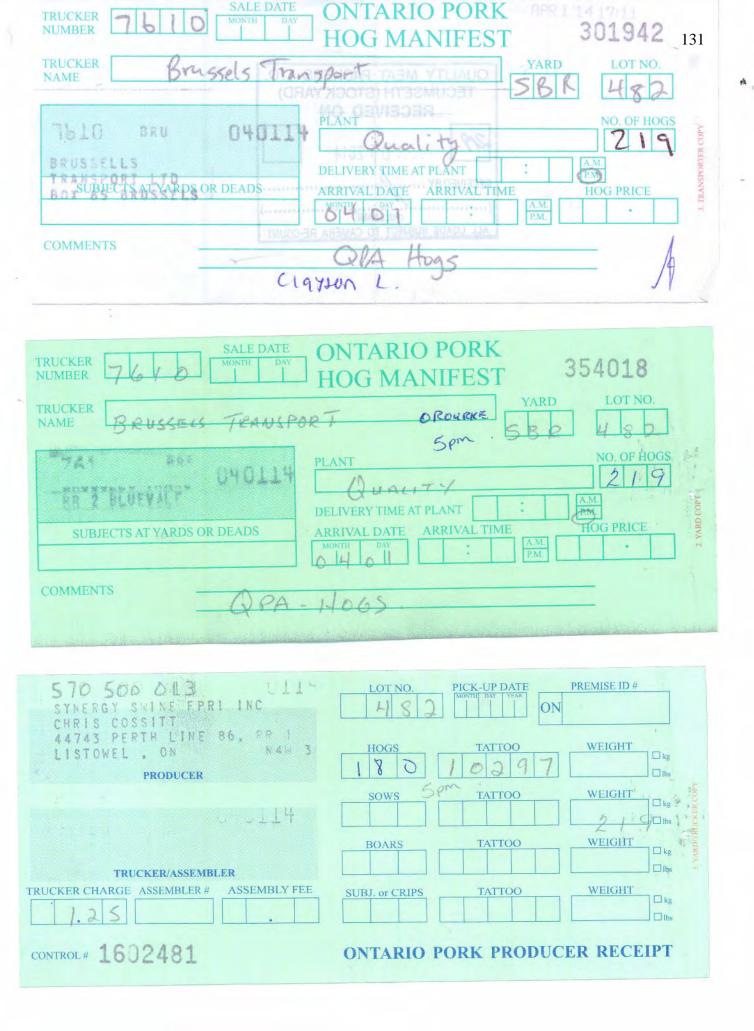




TRUCKER NUMBER ONTARIO PORK MAR 26 14 19:19 HOG MANIFEST 336591 129
TRUCKER NAME  13 PUSSEIS TRANSPORT  PLANT  NO. OF HOGS  NO. OF HOGS  ARRIVAL TIME AT PLANT  ARRIVAL TIME HOG PRICE  MONTH DAY  COMMENTS  CLAYLON  LOT NO.  AM  AM  AM  AM  AM  AM  AM  AM  AM  A
TRUCKER NUMBER TO THE MONTH DAY HOG MANIFEST 336591  TRUCKER TRUCKER TRANSPORT TO THE MONTH YARD LOT NO.  BRS 905  PLANT NO. OF HOGS  SUBJECTS AT YARDS OR DEADS  COMMENTS  SALE DATE ON TARIO PORK HOG MANIFEST YARD YARD LOT NO.  BRS 905  NO. OF HOGS AMM ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY ARRIVAL DATE ARRIVAL TIME AMM ARM PM
SYNERGY SWINE FPRI INC  GREG BEUERMANN  44743 PERTH LINE 86. PR 1  LISTOWEL . ON NA 3  PRODUCER  SOWS TATTOO WEIGHT  BOARS TATTOO WEIGHT  TRUCKER/ASSEMBLER  TRUCKER CHARGE ASSEMBLER ASSEMBLY FEE  SUBJ. or CRIPS TATTOO WEIGHT  LOT NO. PICK-UP DATE PREMISE ID #  ON  WEIGHT  LOT NO. PICK-UP DATE PREMISE ID #  ON  WEIGHT  Lot NO. PICK-UP DATE  NO.
CONTROL# 1602383 ONTARIO PORK PRODUCER RECEIPT

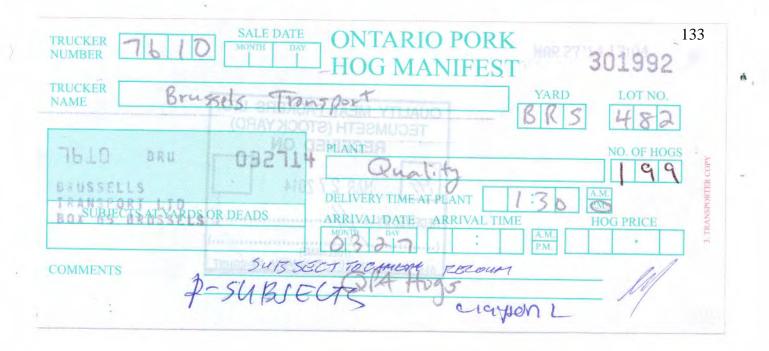
S62 080 001 PETERVALE FARMS	LOT NO.  PICK-UP DATE PREMISE ID # ON 130
UANDERBEEK. PRODUCER	HOGS TATTOO WEIGHT   kg   h
RR 2 BLUEVALE	SOWS TATTOO WEIGHT kg  BOARS TATTOO WEIGHT
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	□ kg □ kg □ lbs
10.00	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602483	ONTARIO PORK PRODUCER RECEIPT

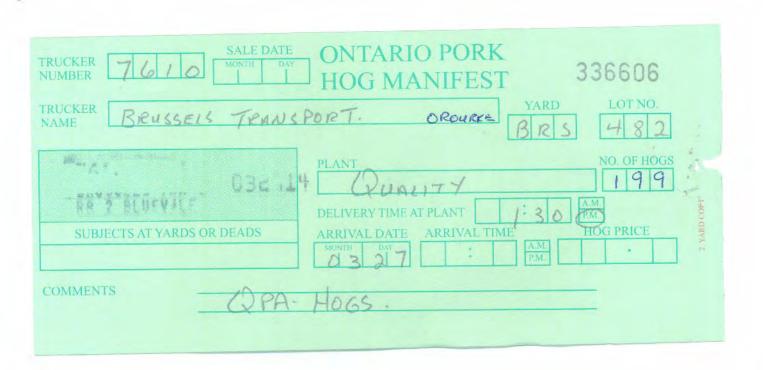
562 080 001 PETERBALE FARMS	LOT NO. PICK-UP DATE  MONTH DAY YEAR  ON	PREMISE ID #
VANDER BEEK.  PRODUCER	HOGS TATTOO	WEIGHT □ kg □ lbs
RR 2 BLUEVALE	SOWS TATTOO	WEIGHT kg
TRUCKER/ASSEMBLER	BOARS TATTOO	WEIGHT kg
ASSEMBLY FEE	SUBJ. or CRIPS TATTOO	WEIGHT Dkg
CONTROL# 1602482	ONTARIO PORK PRODUCE	R RECEIPT



629 295 002 PAT TALBOT DI	LOT NO. PICK-UP DATE PREMISE ID # ON 132
PRODUCER	HOGS TATTOO WEIGHT Libs
RR 2 BEUEVALE 032714	SOWS TATTOO WEIGHT   kg   BOARS TATTOO WEIGHT   kg   WEIGHT   kg   kg   kg   kg   kg   kg   kg   k
TRUCKER/ASSEMBLER  TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602403	ONTARIO PORK PRODUCER RECEIPT

570 500 007 SYNERGY SWINE FPRI INC REMCC&KAREN BRINKE 2	LOT NO.  PICK-UP DATE  MONTH DAY YEAR  ON  ON
44743 PERTH LINE 86, RR 1 LISTOWEL, ON NAW 3	HOGS TATTOO WEIGHT   kg     lbs
732714	SOWS TATTOO WEIGHT Character and the sound of the sound o
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602402	ONTARIO PORK PRODUCER RECEIPT





570 500 012 UIIT SYNERGY SWINE FPRI INC CALEY FINISHER	LOT NO. PICK-UP DATE PREMISE ID # ON 134
44743 PERTH LINE 86, RR 1 LISTOWEL, ON NAW 3 PRODUCER	HOGS TATTOO WEIGHT Glag
7.2714 V	SOWS TATTOO WEIGHT   kg
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602399	ONTARIO PORK PRODUCER RECEIPT

SIGNATION MAYNARD S	LOT NO. PICK-UP DATE PREMISE ID #  ON  ON
9023 WELLINGTON RD 14, RF ARTHUR NOG 1	HOGS TATTOO WEIGHT Lkg
114	SOWS TATTOO WEIGHT kg
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT kg
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602397	ONTARIO PORK PRODUCER RECEIPT

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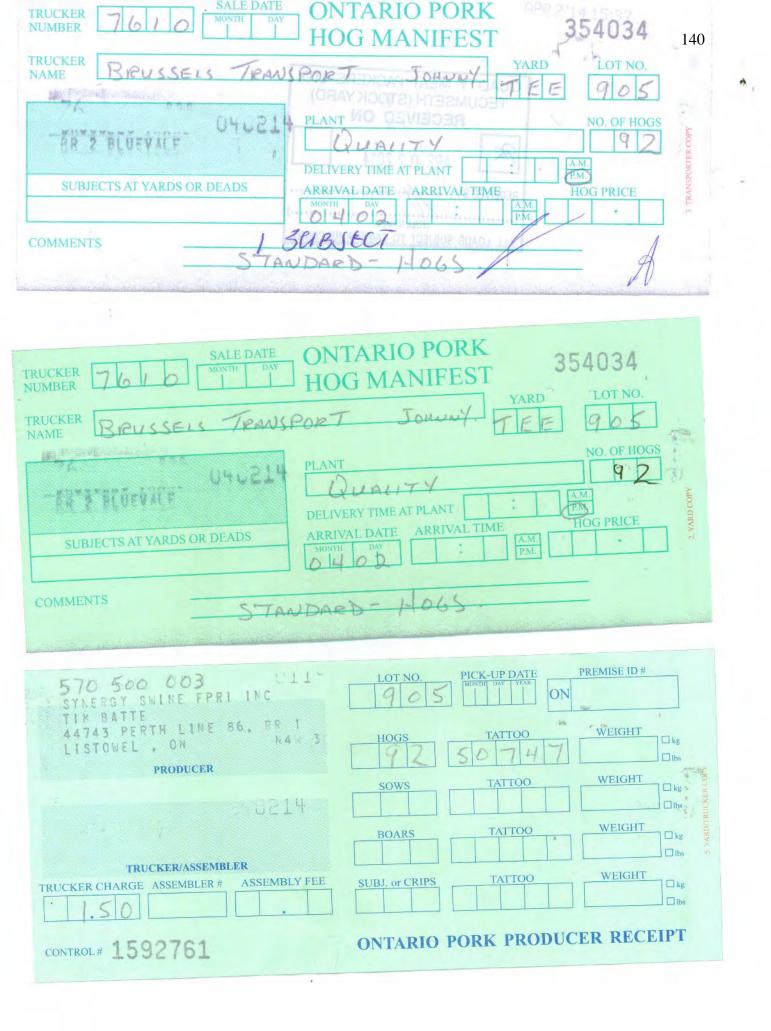
TRUCKER NUMBER 76 10 SALE DATE ONTARIO PORK HOG MANIFEST 336605 135
TRUCKER BRUSSELS TRANSPORT. LUKE. YARD LOTNO. SBR 481
PLANT  O32 11  OUGLITY  DELIVERY TIME AT PLANT  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  O13 217  I DAY  O14 217  I DAY  O15 217  I DAY  O17 217  I DAY  O18 217  I DAY
COMMENTS SUBJECT TO CAVERY RELEAST
TRUCKER NUMBER 76 10 SALE DATE ONTARIO PORK HOG MANIFEST 336605
NAME BRUSSELS TRANSPORT. LUKE. YARD LOTNO.
PLANT  NO. OF HOGS  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  C 3 217  EM. A.M.  PLANT  NO. OF HOGS  ARRIVAL TIME AT PLANT  ARRIVAL TIME HOG PRICE  MONTH DAY  C 3 217  EM. P.M.  The price of the
COMMENTS OPA- HOGS.
SYNERGY SWINE INC  RE: 8LUEWATER PORK 44743 PERTH LINE 86, F3 I LISTOWEL, ON NA 2*  PRODUCER  BOARS  TATTOO  WEIGHT  RE: BLUEWATER PORK  TATTOO  WEIGHT  RE: BLUEWATER PORK  WEIGHT  RE: BLUEWATER PORK  TATTOO  WEIGHT  RE: BLUEWATER PORK  WEIGHT  RE: BLUEWATER PORK  ATTOO  WEIGHT  RE: BLUEWATER PORK  TATTOO  WEIGHT  RE: BLUEWATER PORK  WEIGHT  RE: BLUEWATER PORK  ATTOO  WEIGHT  RE: BLUEWATER PORK  WEIGHT  RE: BLUEWATER PORK  ATTOO  WEIGHT  RE: BLUEWATER PORK  WEIGHT  RE: BLUEWATER PORK  ATTOO  WEIGHT  RE: BLUEWATER PORK  ATTOO  WEIGHT  RE: BLUEWATER PORK  BOARS  TATTOO  WEIGHT  BOARD  BOARS  TATTOO  WEIGHT  BOARD  BOARS  TATTOO  WEIGHT  BOARD
1000404
CONTROL# 1602401 ONTARIO PORK PRODUCER RECEIPT

TRUCKER NUMBER 76 ONTARIO PORK HOG MANIFEST 354004
TRUCKER BRUSSELS TERMSPORT HISMLUKE BRS 484
PLANT  NO. OF HOGS  RR 2 BLUEVAL  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  O 3 AM.  PM.  ARRIVAL DATE ARRIVAL TIME HOG PRICE
QRA. HOGS.
TRUCKER NUMBER 76 ONTARIO PORK HOG MANIFEST 354004
TRUCKER BRUSSELS TRANSPORT LUKE. BRS 484
PLANT  NO. OF HOGS  2 3 6  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  AMM PM.  AMM PM.  COMMENTED
COMMENTS QRA. HOGS.
SYNEPGY SWINE FPRI INC DINSMORE BARN 283 44743 PERTHALINE 86, FR 1 LISTOWEL, ON NAW 3 PRODUCER  LOT NO. PICK-UP DATE PREMISE ID # ON  WEIGHT  230 20695
SOWS TATTOO WEIGHT   kg   BOARS TATTOO WEIGHT   kg   BOARS TATTOO WEIGHT   kg   bbs   TRUCKER/ASSEMBLER   SUBJ. or CRIPS TATTOO WEIGHT   Characteristics   Company of the c
7.00 ths
CONTROL# 1602454 ONTARIO PORK PRODUCER RECEIPT

TRUCKER NUMBER ON TARIO PORK HOG MANIFEST 301940 137
TRUCKER Brussels Transport YARD LOTNO.
TO BRU DEPONT TARM VILLAUD NO OF HOGS
BRUSSELLS 040114 EVECQuality
BOXSUBJECTS AT VARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME  HOG PRICE
Q4 6 6 0 1333 : PM.
COMMENTS COMMENTS
clayson L
TRUCKER NUMBER 7616 ONTARIO PORK HOG MANIFEST 354016
NAME BRUSSELS TRANSPORT OROUKKE RR & LOT NO.
SUBJECTS AT YARDS OR DEADS  PLANT  DELIVERY TIME AT PLANT  ARRIVAL DATE  ARRIVAL TIME  HOG PRICE  MONTH  BAY  1 AM  1 AM
COMMENTS OPA- 1065.
SYNERGY SWINE FPRI INC  JOEL DYKSTRA 2  44743 PERTH LINE 86, RR 1  LISTOWEL . ON NAW 3: HOGS TATTOO WEIGHT  PRODUCER  PRODUCER
SOWS TATTOO WEIGHT
TRUCKER/ASSEMBLER  BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602478 ONTARIO PORK PRODUCER RECEIPT

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TRUCKER NUMBER ONTARIO PORK HOG MANIFEST 301998 139
TRUCKER Brussels Transport YARD LOTNO.
BRUSSELLS  TRANSPORT  BRUSSELLS  TRANSPORT  DELIVERY TIME AT PLANT  ARRIVAL TIME  HOG PRICE  MONTH  SIBJECTS ATS VARPS OR DEADS  COMMENTS  COMMENTS  COMMENTS  COMMENTS  COMMENTS
TRUCKER NUMBER 76 10 MONTH DAY HOG MANIFEST 354001  TRUCKER BRUSSELS TRAVSPORT. OROURKE. YARD LOT NO.  PLANT NO. OF HOGS  2 3 1  DELIVERY TIME AT PLANT ARRIVAL TIME HOG PRICE  MONTH DAY ARRIVAL TIME HOG PRICE  MONTH DAY EMERGENCE  COMMENTS  COMMENTS
STO 500 024  SYNERGY SWINE FPRI INC  TIM & KATHY HALLIDAY 44743 PERTH LINE 86. FR 1 LISTOWEL. ON  PRODUCER  BOARS  TATTOO  WEIGHT  SOWS  TATTOO  WEIGHT  BOARS  TATTOO  WEIGHT  RES  TRUCKER/ASSEMBLER  TRUCKER/ASSEMBLER  TRUCKER/ASSEMBLER  TRUCKER/ASSEMBLER  TRUCKER/ASSEMBLER  ONTARIO PORK PRODUCER RECEIPT



570500 OL9 SYNERGY SWINE FPRI INC DINSMORE BARN 283 44743 PERTH LINE 86. RR 1	LOT NO. PICK-UP DATE PREMISE ID #  ON  141
LISTOWEL . ON NAW 3	HOGS TATTOO WEIGHT Dkg
0380_4	SOWS TATTOO WEIGHT   kg   Dibs
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602468	ONTARIO PORK PRODUCER RECEIPT

SYNERGY SWINE FPRI INC DINSMORE BARN 1 44743 PERTH LINE 86. RR 1	LOT NO.  PICK-UP DATE PREMISE ID # ON
PRODUCER NAW 3	HOGS TATTOO WEIGHT   kg   bbs
033014	SOWS TATTOO WEIGHT
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602467	ONTARIO PORK PRODUCER RECEIPT

.

TRUCKER NUMBER 7610 ONTARIO PORK HOR 336623 142
TRUCKER BRUSSELS TRANSPORT. PAUL. YARD LOTNO.  8 R S 482
PLANT  NO. OF HOGS  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH OLD 310 PM  AM. PM  COMMENTS  SUBJECT TO CAMENA WELCOMA!  TO CAMENA WELCOMA!
SALEDATE ONTA DIO PORK
TRUCKER NUMBER 7670 ONTARIO PORK HOG MANIFEST 336623
TRUCKER BRUSSELS TRANSPORT. PAUL. BRS 482
PLANT  PLANT  PLANT  PLANT  NO. OF HOGS  DELIVERY TIME AT PLANT  ARRIVAL DATE ARRIVAL TIME  HOG PRICE  MONTH DAY  O 3 3 0 PM.
COMMENTS OPA 1-065.

SYNERGY SWINE FPRI INC DINSMORE BARN 283 44743 PERTH LINE 86, PR 1	LOT NO. PICK-UP DATE PREMISE ID # ON  143
LISTOWEL , ON NAW 3	HOGS TATTOO WEIGHT   kg   lbs
	SOWS TATTOO WEIGHT Skg State S
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT Skg
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1597251	ONTARIO PORK PRODUCER RECEIPT

594 432 000 029 ROSE FAMILY FARMS #3	LOT NO.  PICK-UP DATE  MONTH DAY VEAR  ON  ON
RR 3 OSBOURNE BANN. MITCHELL ONT NOK 1 PRODUCER	HOGS TATTOO WEIGHT   kg   lbs
7 1 1 V V V V V V V V V V V V V V V V V	SOWS TATTOO WEIGHT kg
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS. TATTOO WEIGHT
CONTROL# 1597254	ONTARIO PORK PRODUCER RECEIPT



CONTROL# 1597252 ONTARIO PORK PRODUCER RECEIPT

STANDER OF STANDER STANDER STANDER	LOT NO. PICK-UP DATE PREMISE ID #  ON 145	
SIS MAITLAND AVE S LISTOWEL, ON NAW 2M7 PRODUCER	HOGS TATTOO WEIGHT   kg   lbs	A
	SOWS TATTOO WEIGHT	CKER COPY
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT	5 VARD/TRU
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT	
CONTROL# 1592759	ONTARIO PORK PRODUCER RECEIPT	

SYNERGY SWINE FPR2 INCHERMAN VAN EE 1 44743 PERTH LINE 86, RR 1	LOT NO.  PICK-UP DATE  PREMISE ID #  ON
LISTOWEL , ON NAW 3	HOGS TATTOO WEIGHT Gkg
7214	SOWS TATTOO WEIGHT
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1592760	ONTARIO PORK PRODUCER RECEIPT

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TRUCKER NUMBER 7670 SALE DATE ONTARIO PORK HOG MANIFEST 354033146	
NAME BRUSSELS TRAVSPORT JOHNNY YARD LOTNO.  (CHAY XOOTZ) HTERMUDE 482	n
PLANT MO GEVIELO INO. OF HOGS  OF HOGS  DELIVERY TIME AT PLANT  AM  AM  AM  DELIVERY TIME AT PLANT  TO SERVE THE AM  TO SERVE	ORTER CONV
SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH DAY  O 14 O 2	3, TRANSPI
COMMENTS PROCEEDER COUNT 134	
	and the last

TRUCKER 76 10 SALE DATE MONTH DAY  TRUCKER NAME BRUSSELS TRANS	ONTARIO PORK HOG MANIFEST  YARD  VARD  VAR
SUBJECTS AT YARDS OR DEADS	PLANT  NO. OF HOGS  DELIVERY TIME AT PLANT  ARRIVAL DATE  ARRIVAL TIME  HOG PRICE  MONTH  DAY  A.M.  P.M.  A.M.  A.M.  P.M.  A.M.  A.M.  P.M.  A.M.  A.M.  P.M.  A.M.  A.M.  A.M.  P.M.  A.M.  A
COMMENTS Q PA-	1/065

SWINEX INC 332 LORNE AVE E	LOT NO.  PICK-UP DATE PREMISE ID # 147  ON  ON
STRATFORD ON NSA 65 PRODUCER	HOGS TATTOO WEIGHT   kg   lbs
TRUCKER/ASSEMBLER	SOWS TATTOO WEIGHT kg blbs BOARS TATTOO WEIGHT kg blbs blbs blbs blbs blbs blbs blbs blb
CONTROL # 1602381	ONTARIO PORK PRODUCER RECEIPT
STA 291 009 UILL	LOT NO. PICK-UP DATE PREMISE ID #
SCHROEDERS BARN 2	482 III ON

TATTOO

ONTARIO PORK PRODUCER RECEIPT

WEIGHT

□ kg

TRUCKER/ASSEMBLER

ASSEMBLY FEE

TRUCKER CHARGE ASSEMBLER#

CONTROL# 1602382

TRUCKER BRUSSELS TR	ONTARIO PORK HOG MANIFEST  ANS PORT  PLANT  NO. OF HOGS  THE HOG PRICE  ARRIVAL DATE  ARRIVAL DATE  ARRIVAL DATE  ARRIVAL DATE  ARRIVAL TIME  HOG PRICE  OLIVERY TIME AT PLANT  ARRIVAL DATE  ARRIVAL TIME  HOG PRICE  OLIVERY TO ALL TO
TRUCKER NUMBER 76/0 SALE DA MONTH  TRUCKER BRUSSELS TRAD  **72.10  **32.50  SUBJECTS AT YARDS OR DEADS	HOG MANIFEST 336590  VSPORT YARD LOT NO.  PLANT

ARRIVAL DATE

COMMENTS

ARRIVAL TIME

HOG PRICE

535 600.003 120  MAHOGANY FARMS LTD  RE:TIM COULTES	LOT NO. PICK-UP DATE PREMISE ID #  ON  149
515 MAITLAND AVE S LISTOWEL, ON NAW 2 PRODUCER	HOGS TATTOO WEIGHT   kg   h
011	SOWS TATTOO WEIGHT
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602476	ONTARIO PORK PRODUCER RECEIPT

519 173 0003 0904 SWINEX INC 332 LORNE AVE E	LOT NO.  PICK-UP DATE PREMISE ID # ON
STRATFORD ON NSA 65 PRODUCER	HOGS TATTOO WEIGHT
CHULLY	SOWS TATTOO WEIGHT   kg   lbs
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	BOARS TATTOO WEIGHT Like
1 ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1602477	ONTARIO PORK PRODUCER RECEIPT

TRUCKER NUMBER 7610 SALE DATE ONTARIO PORK HOG MANIFEST	354015 150
TRUCKER BRUSSELS TRANSPORTURE GRAHAM BR	RD LOT NO.
PLANT QUALITY DELIVERY TIME AT PLANT Q: 2	NO. OF HOGS  AM  HOG PRICE  HOG PRICE
SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE  ARRIVAL TIME  MONTH PM  AM  PM	
COMMENTS GUBSECT TO CAMENA NO.	Ecourt !
TRUCKER SALE DATE ONTARIO PORK	354015



522 995 008 Molesworth Swine	LOT NO. PICK-UP DATE PREMISE ID #  ON  151
Blake barn 62_ PRODUCER	HOGS TATTOO WEIGHT G kg
RR 2 BLUFVALE  TRUCKER/ASSEMBLER	SOWS TATTOO WEIGHT   kg   bbs   bbs
TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1597011	ONTARIO PORK PRODUCER RECEIPT

522 995 008 Moles worth Swike	LOT NO. PICK-UP DATE PREMISE ID #  ON  ON
Blake barn 207 PRODUCER	HOGS TATTOO WEIGHT Ag Ibs
RR 2 BLUFVALE	SOWS TATTOO WEIGHT   kg   blbs   BOARS TATTOO WEIGHT   kg   bkg   bkg
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT kg
CONTROL# 1597012	ONTARIO PORK PRODUCER RECEIPT

TRUCKER NAME  BRU  SUBJECTS AT YAI  COMMENTS	DELIVERY TIME AT PLANT : A.M.
RUCKER 761	SALE DATE ONTARIO PORK HOG MANIFEST 336624

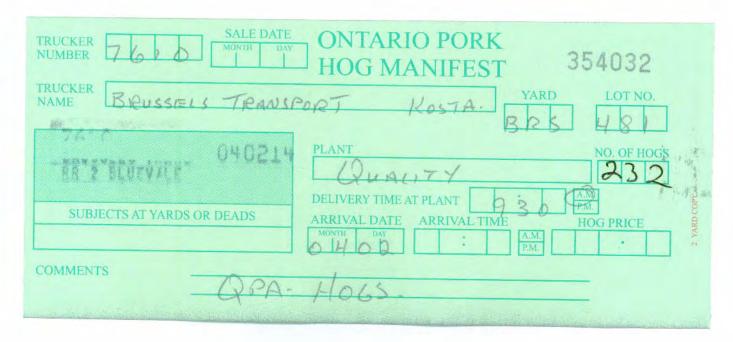
TRUCKER NUMBER 7610 SALE DATE ONTARIO PORK HOG MANIFEST 336624  TRUCKER BRUSSEIS TRANSPORT. DONALD. BRS 483
PLANT  PLANT  PLANT  OUGS  QUALITY  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  ARRIVAL DATE ARRIVAL TIME  MONTH DAY  OL 3 3 0  COMMENTS  COMMENTS  ROOGS  A.M. P.M. A.M. P.M. C.

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MCLESWORTH SWINE BLAKE C/O MFS	LOT NO. PICK-UP DATE  MONTH DAY YEAR  ON	PREMISE ID #
44743 PERTH LINE 86, RP 1 LISTOWEL, ON NAW 21 PRODUCER BARN 307	HOGS TATTOO 8 1 8 3 5	WEIGHT
4.720	SOWS TATTOO  BOARS TATTOO	WEIGHT
TRUCKER/ASSEMBLER TRUCKER CHARGE ASSEMBLER # ASSEMBLY FEE	SUBJ. or CRIPS TATTOO	□ kg □ lbs  WEIGHT □ kg □ lbs
CONTROL# 1592757	ONTARIO PORK PRODUCE	ER RECEIPT

522 995 008 PII MOLESWORTH SHINE BLAKE C/O MFS 44743 PERTH LINE 86, RR I	LOT NO. PICK-UP DATE PREMISE ID #  ON  ON
PRODUCER BACK 62	HOGS TATTOO WEIGHT   kg   lbs
v 140_14	SOWS TATTOO WEIGHT kg
TRUCKER/ASSEMBLER	BOARS TATTOO WEIGHT
TRUCKER CHARGE ASSEMBLER# ASSEMBLY FEE	SUBJ. or CRIPS TATTOO WEIGHT
CONTROL# 1592758	ONTARIO PORK PRODUCER RECEIPT

TRUCKER NUMBER 765 ONTARIO PORK HOG MANIFEST 354032	
TRUCKER BRUSSELS TRANSPORT KOSTA. BRS 481	A
DELIVERY TIME AT PLANT 9:3 0 PM	
SUBJECTS AT YARDS OR DEADS ARRIVAL DATE ARRIVAL TIME HOG PRICE MONTH DAY DAY PM. PM.	
COMMENTS QPA- HOGS.	
	<u> </u>





DELIVERY TIME AT PLANT

ARRIVAL DATE

ARRIVAL TIME

PM.

A.M.

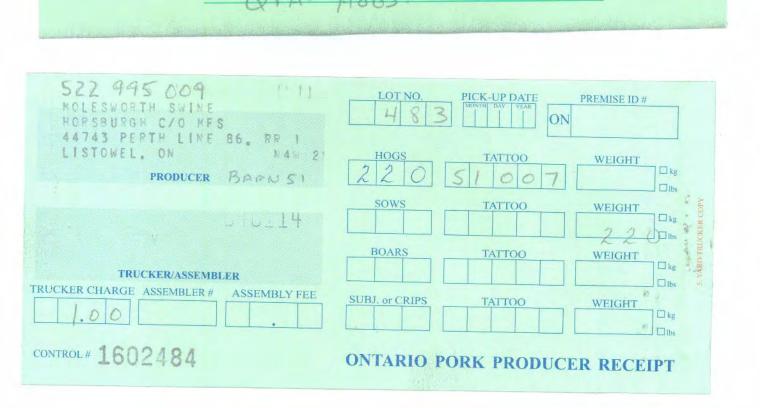
HOG PRICE

040114

po y bivevale

COMMENTS

SUBJECTS AT YARDS OR DEADS



TRUCKER NUMBER ONTARIO PORK MAR 30 14 12:10 HOG MANIFEST 301997 156
TRUCKER Brussels Thansfort BRS 480
PLANT DELIVERY TIME AT PLANT : AM P.M. ARRIVAL DATE ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM P.M. ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM P.M. ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM P.M. AM P.M. AM P.M. ARRIVAL TIME ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM P.M. AM P.M. AM P.M. AM P.M. ARRIVAL TIME ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM P.M. AM P.M. AM P.M. AM P.M. AM P.M. ARRIVAL TIME ARRIVAL TIME HOG PRICE  MONTH 3 PAY 10 P.M. AM
TRUCKER NUMBER 7676 ONTARIO PORK HOG MANIFEST 354002
TRUCKER BRUSSELS THANSPORT OROURKE BRS 480
PLANT  DELIVERY TIME AT PLANT  SUBJECTS AT YARDS OR DEADS  PLANT  DELIVERY TIME AT PLANT  ARRIVAL DATE  MONTH DAY  ARRIVAL TIME  HOG PRICE  MONTH DAY  1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
COMMENTS QPA. HOGS.
TRUCKER/ASSEMBLER  TRUCKER CHARGE ASSEMBLER  TRUCKER CHARGE ASSEMBLER  TRUCKER CHARGE ASSEMBLER  TATTOO  WEIGHT  LOT NO.  PICK-UP DATE  SONS  TATTOO  WEIGHT  WEIGHT  BOARS  TATTOO  WEIGHT  List out to the second of the second
CONTROL# 1602432 ONTARIO PORK PRODUCER RECEIPT

# IN THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

Court File No. 31-1855569

## AND IN THE MATTER OF THE PROPOSAL OF QUALITY MEAT PACKERS LIMITED

### ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding commenced at Toronto

#### AFFIDAVIT OF MARK YUNGBLUT (SWORN APRIL 9, 2014)

MCMILLAN LLP Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON, M5J 2T3 Jeffrey Levine LS#: 55582H Tel: 416-865-7791

Fax: 416-865-7048

Email: jeffrey.levine@mcmillan.ca

Lawyers for the moving party, Synergy Swine Inc.

#### AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF QUALITY MEAT PACKERS LIMITED

# ONTARIO SUPERIOR COURT OF JUSTICE (IN BANKRUPTCY AND INSOLVENCY) COMMERCIAL LIST

Proceeding commenced at Toronto

#### MOTION RECORD OF SYNERGY SWINE INC. (returnable April 10, 2014)

MCMILLAN LLP Brookfield Place 181 Bay Street, Suite 4400 Toronto, ON M5J 2T3 **Jeffrey Levine** LS#: 55582H Tel: 416.865.7791

Fax: 416.865.7048

Lawyers for Synergy Swine Inc.