



**Eighth Report of  
KSV Restructuring Inc. as  
CCAA Monitor of  
Rosebud Creek Financial Corp.,  
957855 Alberta Ltd. and  
Metro 360 General Partnership**

January 7, 2022

<b>Contents</b>	<b>Page</b>
1.0 Introduction .....	1
1.1 Purposes of this Report.....	3
1.2 Currency .....	3
1.3 Restrictions .....	3
2.0 Background.....	4
3.0 Monitor’s Plan Assessment Report.....	4
4.0 Claims Procedure.....	5
4.1 Proofs of Claim .....	5
5.0 Creditors’ Meeting .....	6
6.0 Monitor’s Recommendation on the Sanctioning of the Plan.....	6
7.0 Next Steps .....	7
8.0 Professional Fees .....	9
9.0 Conclusion and Recommendation.....	10
1.0 Introduction .....	1

## **Appendices**

<b>Appendix</b>	<b>Tab</b>
Initial Order.....	A
Monitor’s Plan Assessment Report (without appendices).....	B
Newspaper Notice of Meeting.....	C
Meeting Notice.....	D
Minutes of Creditors’ Meeting .....	E
Fee Affidavit of KSV Restructuring Inc. ....	F
Fee Affidavit of Bennett Jones LLP .....	G

COURT FILE NO.: CV-20-00642783-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985,  
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 957855  
ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND  
ROSEBUD CREEK FINANCIAL CORP.  
IN RESPECT OF METRO 360 GENERAL PARTNERSHIP

EIGHTH REPORT OF KSV RESTRUCTURING INC.  
AS CCAA MONITOR

JANUARY 7, 2022

## 1.0 Introduction

1. On April 6, 2020, Rosebud Creek Financial Corp. (“Rosebud”) and 957855 Alberta Ltd. (“957”) (jointly, the “Partners”) each filed a Notice of Intention to Make a Proposal pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “NOI Proceedings”). KSV Restructuring Inc.<sup>1</sup> (“KSV”) was appointed the proposal trustee in the NOI Proceedings.
2. On June 17, 2020, the Partners obtained an order (the “Initial Order”) from the Ontario Superior Court of Justice (Commercial List) (the “Court”), among other things, taking up and continuing the NOI Proceedings under the *Companies' Creditors Arrangement Act* (“CCAA”) and appointing KSV as monitor (in such capacity, the “Monitor”). A copy of the Initial Order is attached as Appendix “A”.
3. Rosebud and 957 are holding companies and the partners of Metro 360 General Partnership (“Metro”, and together with the Partners, the “CCAA Entities”). Pursuant to the Initial Order, the stay of proceedings granted to the Partners was extended to Metro, as had been the case pursuant to a Court order issued in the NOI Proceedings. Pursuant to a Court order made on November 17, 2021, the stay of proceedings presently expires on February 28, 2022.
4. Prior to the commencement of the NOI Proceedings, Metro’s business was primarily focused on wholesaling and distributing books and magazines to thousands of retailers across Canada (the “Literature Business”). As a result of the TNG Transaction (as defined below), Metro’s business is now focused on the distribution of consumer-packaged goods (“CPG”), such as food products, music and consumer electronic accessories, and on the growth of businesses owned by its subsidiaries (the “Subsidiaries”).

---

<sup>1</sup> Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

5. The principal purpose of these proceedings has been to create a stabilized environment to allow Metro to:
  - a) complete the inventory return process resulting from the TNG Transaction, which reduced vendor claims against Metro by over \$30 million;
  - b) facilitate a restructuring of Metro's business around its CPG business and the Subsidiaries, which are businesses in which Metro and/or Rosebud holds an equity interest, being Well Ventures Corp., Handfuel Inc., All Day Nutritionals Canada Ltd. and All-Day Nutritionals Inc., Spectral Agriventures Inc., United Library Services Inc., Recruiter.com Group, Inc. and Lucidsoft Inc. (dba Leankor);
  - c) continue to grow the Subsidiaries, certain of which are integral to generating recoveries for distribution to Affected Creditors (as defined in the CCAA Entities' Plan of Compromise and Arrangement dated December 16, 2021 (the "Plan")); and
  - d) provide the CCAA Entities with the time to prepare a Plan to present to their creditors, the objective of which is for creditors to have the opportunity to fully recover their claims against the CCAA Entities.
6. Pursuant to a Court order made on September 16, 2020 (the "Claims Procedure Order"), the Monitor worked with the CCAA Entities to carry out a claims process (the "Claims Procedure") to solicit and determine claims against the CCAA Entities and their directors and officers. The administration of the Claims Procedure is complete, as discussed in Section 4 below.
7. Pursuant to a Court order made on November 17, 2021 (the "Meeting Order"), the Court, *inter alia*:
  - a) approved the filing of the Plan; and
  - b) authorized the CCAA Entities to convene a virtual meeting of the CCAA Entities' creditors (the "Creditors' Meeting") on December 16, 2021 to consider and vote on the Plan.
8. Additional information regarding the CCAA Entities and these proceedings can be found in the affidavits sworn by Daniel Shapiro, the CCAA Entities' President and Chief Executive Officer, and in the prior reports filed by KSV in its various capacities in these proceedings, including the Monitor's Sixth Report to Court dated November 10, 2021 (the "Sixth Report") and the Seventh Report to Court dated November 22, 2021 (the "Plan Assessment Report"), both of which provide a discussion of the Plan and the basis for the Monitor's support thereof. Court materials filed in these proceedings are available on the Monitor's website at <https://www.ksvadvisory.com/insolvency-cases/case/metro360> (the "Website").

## 1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
  - a) provide background information about the CCAA Entities and these proceedings;
  - b) provide an update on the Claims Procedure;
  - c) provide the voting results of the Creditors’ Meeting;
  - d) provide the reasons that the Monitor recommends that the Plan be sanctioned by the Court;
  - e) summarize the fees and disbursements of the Monitor and its counsel, Bennett Jones LLP (“Bennett Jones”), from November 1, 2021 to December 31, 2021, plus an accrual of \$100,000 (the “Fee Accrual”) for fees incurred and to be incurred until implementation of the Plan, and seek approval of same;
  - f) recommend that the Court issue an order (the “Sanction Order”), among other things:
    - i. sanctioning the Plan and granting related relief;
    - ii. approving the fees and disbursements of the Monitor and Bennett Jones from November 1, 2021 to December 31, 2021 and the Fee Accrual; and
    - iii. approving the Plan Assessment Report, this Report and the Monitor’s activities described herein.

## 1.2 Currency

1. All currency references in this Report are to Canadian dollars.

## 1.3 Restrictions

1. In preparing this Report, KSV has relied upon unaudited financial information prepared by, and discussions with, Metro’s management. KSV has not audited, reviewed or otherwise verified the accuracy or completeness of this information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
2. KSV expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by KSV in preparing this Report. Any party wishing to place reliance on the financial information is required to perform its own due diligence and perform such additional investigations as it requires. KSV makes no representation or warranty as to the accuracy, completeness or fitness for purpose of the financial and other information presented herein.

3. Future oriented financial information relied upon in this Report is based upon management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or assurance regarding the future oriented financial information presented in this Report.

## 2.0 Background

1. The Partners are holding companies. Rosebud is an Ontario corporation which holds a 69.4% partnership interest in Metro, and 957 is an Alberta corporation which holds the remaining 30.6% partnership interest in Metro. Rosebud is also the sole shareholder of 957. To the extent Metro is unable to satisfy its obligations, the deficiency represents a pro-rata obligation of the Partners.
2. Daniel Shapiro is the CCAA Entities' President and Chief Executive Officer. The head office of Metro and Rosebud is located in Toronto, Ontario. The registered office of 957 is in Calgary, Alberta.
3. The principal cause of Metro's financial difficulties leading up to the commencement of these proceedings was the decline of the Literature Business.
4. Immediately following the commencement of the NOI Proceedings, Metro sought approval of a sale (the "TNG Transaction") of the Literature Business to Great Pacific Enterprises Inc. d/b/a TNG ("TNG"). The TNG Transaction was approved by the Court on April 7, 2020 and closed on April 8, 2020. The TNG Transaction maximized the value of the Literature Business and saved hundreds of jobs for Metro's employees who found employment with TNG.
5. Further information regarding the CCAA Entities can be found in the materials on the Website.

## 3.0 Monitor's Plan Assessment Report

1. The Plan Assessment Report summarized, *inter alia*, the CCAA Entities' background, restructuring activities, financial performance, the key terms and conditions of the Plan, including the releases contemplated by the Plan, and the reasons the Monitor strongly recommended that Affected Creditors vote to accept the Plan. A copy of the Plan Assessment Report is provided in Appendix "B", without appendices.
2. In accordance with the Meeting Order, the Monitor:
  - a) published a newspaper notice (the "Newspaper Notice") of the Creditors' Meeting in *The Globe and Mail* (National Edition) on November 24, 2021. A copy of the Newspaper Notice is provided in Appendix "C";
  - b) posted the following documents on the Website on November 22, 2021 (items (iii) through (vii) below are collectively referred to as the "Information Package"):
    - i. the Plan;
    - ii. the Meeting Order;

- iii. the Electronic Meeting Protocol;
  - iv. a notice of the Creditors' Meeting and Sanction Hearing, substantially in the form attached to the proposed Meeting Order (the "Meeting Notice");
  - v. a form of proxy, substantially in the form attached to the proposed Meeting Order;
  - vi. a form of Convenience Class Claim Election, substantially in the form attached to the proposed Meeting Order;
  - vii. a form of Resolution, substantially in the form attached to the proposed Meeting Order; and
- c) sent, via email to each Affected Creditor on or around November 22, 2021, the Meeting Notice with a link to the Sixth Report, the Plan Assessment Report and the Information Package. In each case, such notice was sent to the Affected Creditor's last known e-mail or mailing address which was provided to the CCAA Entities or the Monitor, or as set out in the Affected Creditor's proof of claim filed in the Claims Procedure. A copy of the Meeting Notice is provided in Appendix "D".
3. The Monitor prepared a frequently asked questions document ("FAQs") to assist Affected Creditors to understand the terms of the Plan and to provide instructions on voting and attending the Creditors' Meeting. The FAQs were sent to Affected Creditors by email and posted on the Website on or around November 26, 2021.

## 4.0 Claims Procedure<sup>2</sup>

1. The Claims Procedure was approved by the Court on September 16, 2020. The Claims Bar Date was October 30, 2020. Additional details regarding the Claims Procedure are described in the [Monitor's first report to court dated September 9, 2020](#) and an update has been provided in each subsequent report filed by the Monitor. Accordingly, that information is not repeated in this Report.

### 4.1 Proofs of Claim

1. The following table summarizes the admitted claims in accordance with the Claims Procedure:

<b>Creditor</b>	<b>Number of Claims</b>	<b>Amount (\$000s)</b>
Trade vendor claims	948	12,107
Intercompany claims	3	11,000
Employee claims	85	2,538
Late-filed claims	88	3,041
CRA and other tax claims <sup>3</sup>	5	889
<b>Total</b>	<b>1,129</b>	<b>29,575</b>

<sup>2</sup> Capitalized terms in this section of the Report have the meanings provided to them in the Claims Procedure Order.

<sup>3</sup> Excludes CRA's provisional claim of approximately \$3.2 million, as detailed in the Sixth Report.

2. No secured or D&O Proofs of Claim were filed in the Claims Procedure.
3. As at the date of the Plan Assessment Report, there were seven unresolved Disputed Claims totalling approximately \$129,000. Since that time, the Monitor worked with the CCAA Entities and the claimants to resolve all Disputed Claims. As at the date of this Report, there are no outstanding Disputed Claims against the CCAA Entities and, accordingly, the Monitor has completed its administration of the Claims Procedure.

## 5.0 Creditors' Meeting

1. The Creditors' Meeting was convened on December 16, 2021 at 1:00 p.m. (Toronto time). In accordance with the Meeting Order, the meeting was conducted virtually with the assistance of LUMI Global Canada ("LUMI"), which provides a virtual platform for conducting shareholder and other large format meetings. LUMI facilitated the coordination of attendance and vote counting, as well as the orderly conduct of the Creditors' Meeting.
2. In accordance with the Meeting Order, representatives of the Monitor acted as Chair and Recording Secretary of the Creditors' Meeting and a representative of LUMI acted as scrutineer (the "Scrutineer") for the purpose of coordinating attendance, confirming quorum and tabulating votes.
3. The table below provides the results of the voting at the Creditors' Meeting:

	Number	%	Value (\$000s)	%
For approval <sup>4</sup>	705	100%	8,123	100%
Opposed	-	0%	-	0%
Total	705	100%	8,123	100%

4. As reflected in the table above, the Plan was unanimously accepted by the CCAA Entities' Creditors voting in person or by proxy. Accordingly, the CCAA Entities are now seeking to have the Plan sanctioned by the Court.
5. A copy of the minutes of the Creditors' Meeting, including a copy of the Scrutineer's report on attendance and voting, is provided in Appendix "E".

## 6.0 Monitor's Recommendation on the Sanctioning of the Plan

1. The Monitor recommends that the Court issue the Sanction Order approving the Plan for the following reasons:
  - a) the reasons summarized in Section 8 of the Plan Assessment Report, including that the releases contemplated under the Plan (as summarized in the Sixth Report) do not include any releases not permitted under Section 5.1(2) of the CCAA or other non-standard releases;

<sup>4</sup> Includes 616 Convenience Class Creditors with claims totaling approximately \$756,000 which were deemed to have voted to accept the Plan.



- b) the CCAA Entities have acted in good faith and with due diligence and have complied with the provisions of the CCAA and the Orders made in the CCAA Proceedings in all respects;
  - c) the Claims Procedure is now complete;
  - d) the Plan was unanimously accepted by the CCAA Entities' creditors that voted on the Plan;
  - e) the notification process for the Creditors' Meeting, and the Creditors' Meeting itself, was conducted in accordance with the Meeting Order; and
  - f) the Plan complies with the provisions of the CCAA, including that there are no claims being compromised under the Plan which are prohibited from being compromised under the CCAA. Prior to the Plan Implementation Date, the CCAA Entities will pay employee priority claims of approximately \$10,000 in accordance with Section 6(5) of the CCAA.
2. For the reasons noted above, the Monitor believes the Plan and the transactions contemplated by it are fair and reasonable and, accordingly, recommends that the Court issue the Sanction Order.

## 7.0 Next Steps

1. The remaining material conditions precedent to the Plan's implementation are:
  - a) the Sanction Order shall have been granted by the Court; and
  - b) unless otherwise agreed by the CCAA Entities and the Monitor, the Sanction Order shall have become a Final Order.
2. Once all conditions to the Plan have been satisfied, the Monitor will file a certificate confirming that the Plan has been implemented (the "Plan Implementation Date Certificate").
3. The Initial Distribution Date will be as soon as reasonably practicable following the Plan Implementation Date, and in any event, no later than thirty (30) days following the Plan Implementation Date. It is expected that the Initial Distribution Date will be prior to the end of February, 2022.
4. Pursuant to Section 8 of the Plan, from and after the Plan Implementation Date and for so long as obligations under the Promissory Note remain outstanding, the Monitor will have a continuing role, which includes:
  - a) conducting meetings with the CCAA entities with such frequency as the Monitor may reasonably request;

- b) filing a report with the Court at least every six months after the Plan Implementation Date, or as required as a result of a material event, which report shall report on, among other things:
  - i. the activities and affairs of the CCAA Entities;
  - ii. performance and progress of the Subsidiaries;
  - iii. amounts outstanding under the Promissory Note; and
  - iv. status of reserves and holdbacks under the Plan.
5. Upon delivery of the Monitor's Plan Implementation Date Certificate, the Sanction Order provides that (a) the Initial Order will be amended to delete certain of the duties and powers granted to the Monitor thereunder so that the Monitor will not have to perform any of those specific duties or exercise any of those specific powers thereafter, (b) the CCAA Entities will no longer be subject to certain restrictions, obligations, requirements or provisions in various specified provisions of the Initial Order, and (c) the Directors' Charge shall be terminated, discharged and released. The Proposal Administration Charge will survive the Plan Implementation Date and the filing of the Monitor's Plan Implementation Date Certificate and remain attached to the property of the CCAA Entities in order to secure the reasonable fees and disbursements of the Monitor and its counsel to be incurred in carrying out their obligations pursuant to the Plan and the Sanction Order.
6. From and after the Plan Implementation Date, the CCAA Entities will effectively have emerged from CCAA proceedings. Additionally, upon filing the Plan Implementation Date Certificate, the CCAA Entities will no longer have the benefit of the stay provisions in the Initial Order.
7. Due to the Monitor's continuing role following Plan Implementation Date, the Plan and the proposed Sanction Order contemplate that the Monitor shall continue to benefit from the protections of the CCAA and all Orders of the Court granted in these CCAA proceedings and shall not be discharged from its duties as Monitor (subject to Section 12.10 of the Plan) until the filing of the Monitor's Plan Completion Certificate, which will be after the repayment in full of the Promissory Note Entitlements. The Sanction Order provides that the Monitor will not file the Monitor's Plan Completion Certificate for seven days after it provides notice to the Service List of its intention to do so in order to provide stakeholders with the opportunity to voice any objections to the termination of the CCAA and/or the Monitor's discharge. The Monitor believes the continuation of these provisions is consistent with the Orders granted in these proceedings, the terms of the Plan and is reasonable and appropriate in the circumstances.

## 8.0 Professional Fees

1. The fees and disbursements of the Monitor and Bennett Jones from the commencement of these proceedings to October 31, 2021 were approved pursuant to Court orders issued previously in these proceedings.
2. The fees (excluding disbursements and HST) of the Monitor and Bennett Jones from November 1, 2021 to December 31, 2021 total approximately \$138,000 and \$48,000, respectively.
3. The average hourly rates for KSV and Bennett Jones for the referenced billing periods were \$542.67 and \$782.22, respectively.
4. Detailed invoices in respect of the fees and disbursements of the Monitor and Bennett Jones are provided in the appendices to the affidavits (the "Fee Affidavits") sworn by representatives of KSV and Bennett Jones, which are attached as Appendices "F" and "G", respectively.
5. As set out in the Monitor's Fee Affidavit, the fees of the Monitor for the referenced billing periods include those incurred to perform the following activities:
  - a) monitoring the business and operations of Metro;
  - b) dealing with Metro's management concerning the Subsidiaries;
  - c) completing the administration of the Claims Procedure in accordance with the Claims Procedure Order;
  - d) drafting the Plan Assessment Report and reviewing and commenting on all Court materials filed in these proceedings;
  - e) assisting Metro to draft the Plan and related documents and considering issues in respect thereof; and
  - f) carrying out the Monitor's obligations under the Meeting Order, including chairing the Creditors' Meeting.
6. Bennett Jones assisted with aspects of the foregoing, as well as with the drafting of the Plan, the Plan Assessment Report and related motion materials.
7. The Monitor is of the view that the hourly rates charged by Bennett Jones are consistent with the rates charged by corporate law firms practicing in the area of corporate insolvency and restructuring in the Toronto market, and that the overall fees charged by Bennett Jones and the Monitor are reasonable and appropriate in the circumstances.
8. The Monitor is also of the view that the Fee Accrual is reasonable and appropriate in the circumstances as it provides for the fees that have been or will be incurred from January 1, 2022 until the Plan Implementation Date, including drafting this Report, reviewing and commenting on Court materials filed in support of the Sanction Hearing and assisting the CCAA Entities to prepare for implementation of the Plan.

9. The proposed Sanction Order contemplates that the fees of the Monitor and Bennett Jones incurred following the Plan Implementation Date will not require Court approval. The Monitor believes this provision is reasonable and appropriate as the Monitor's primary activities will be overseeing the Company's compliance with the Plan and reporting on its financial performance and strategic issues affecting the Subsidiaries. This provision of the Sanction Order will also save professional costs as there will be no need to prepare motion materials solely for this purpose. The Monitor's fees will be reviewed by the CCAA Entities' management.

## 9.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1(1)(f) of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS MONITOR OF  
THE PARTNERS AND METRO  
AND NOT IN ITS PERSONAL CAPACITY**

## **Appendix “A”**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE

)

WEDNESDAY, THE 17<sup>TH</sup>

JUSTICE HAINEY

)

DAY OF JUNE, 2020

)



IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF 957855 ALBERTA LTD.  
(FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK  
FINANCIAL CORP. IN RESPECT OF METRO 360  
GENERAL PARTNERSHIP

Applicants

INITIAL ORDER

**THIS APPLICATION**, made by 957855 Alberta Ltd. (formerly NewsWest Inc.) ("Alberta HoldCo") and Rosebud Creek Financial Corp. ("Rosebud HoldCo" and, together with the Alberta HoldCo, the "**Applicants**"), being the partners of the Metro 360 General Partnership ("**Metro 360**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day via videoconference at Toronto, Ontario.

**ON READING** the affidavit of Daniel P. Shapiro sworn June 10, 2020, and the Exhibits thereto (the "**Shapiro Affidavit**"), and the second report of KSV Kofman Inc. ("**KSV**"), in its capacity as the proposal trustee of the Applicants in the Proposal Proceedings (as defined below) (in such capacity, the "**Proposal Trustee**") and in its capacity as the proposed monitor of the Applicants under the CCAA, dated June 10, 2020 (the "**Second Report**"), and on hearing the submissions of counsel for the Applicants and Metro 360, counsel for the Proposal Trustee and those other parties appearing, no one else appearing although duly served as appears from the

affidavit of service of Andrew Harmes sworn June 14, 2020, and on reading the consent of KSV to act as the monitor of the Applicants (in such capacity, the “**Monitor**”),

### **SERVICE**

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

### **CONTINUANCE UNDER THE CCAA**

2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not an applicant, Metro 360 (together with the Applicants, the “**CCAA Entities**” and each a “**CCAA Entity**”) shall have the benefit of the same protections and authorizations provided to the Applicants by this Order.

3. **THIS COURT ORDERS AND DECLARES** that effective June 17, 2020, the Applicants’ proceedings bearing Court File No. 31-2636843 (the “**Proposal Proceedings**”) commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3, as amended (the “**BIA**”) are hereby taken up and continued under the CCAA and that, as of such date, the provisions of Part III of the BIA shall have no further application to the CCAA Entities, save that any and all steps, agreements and procedures validly taken, done or entered into by the CCAA Entities during the Proposal Proceedings shall remain valid and binding, notwithstanding the commencement of the CCAA proceedings, including, without limitation, the sale of any assets, property or undertaking of any of the CCAA Entities that was approved by the Court or otherwise permitted in the Proposal Proceedings, including, but not limited to (a) the TNG Transaction (as defined in the Shapiro Affidavit) and (b) any transaction entered into pursuant to paragraph 14 of the Bankruptcy Procedure Order of Hainey J. dated April 7, 2020 issued in the Proposal Proceedings (the “**Procedure Order**”).

### **PLAN OF ARRANGEMENT**

4. **THIS COURT ORDERS** that the CCAA Entities shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

## **POSSESSION OF PROPERTY AND OPERATIONS**

5. **THIS COURT ORDERS** that the CCAA Entities shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the CCAA Entities shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. The CCAA Entities are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the CCAA Entities shall be entitled to continue to utilize their existing cash management system currently in place or replace it with another substantially similar cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the CCAA Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the CCAA Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the CCAA Entities shall be entitled but not required to pay the following expenses and satisfy the following obligations, whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, commissions, compensation, employee benefits, pension contributions, vacation pay and expenses (including, without



limitation, payroll and benefits processing and servicing expenses) payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

- (b) the fees and disbursements of any Assistants retained or employed by the CCAA Entities in respect of these proceedings, at their standard rates and charges;
- (c) any payment referred to in paragraphs 8(a) to 8(b) of this Order that: (i) was incurred during the Proposal Proceedings or that pertains to such period; or (ii) pertains to the period prior to the commencement of the Proposal Proceedings if, in the opinion of the CCAA Entities and with the consent of the Monitor, the supplier of the applicable good or service is critical to the Business and the ongoing operation of the CCAA Entities.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the CCAA Entities shall be entitled but not required to pay all reasonable expenses incurred by the CCAA Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order and any other Order of this Court, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services supplied or to be supplied to the CCAA Entities.

9. **THIS COURT ORDERS** that the CCAA Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

- (b) all goods and services or other applicable sales taxes (collectively, “Sales Taxes”) required to be remitted by the CCAA Entities in connection with the sale of goods and services by the CCAA Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the CCAA Entities.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the CCAA Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the CCAA Entities to any of their creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business or pursuant to this Order or any other Order of this Court.

### **RESTRUCTURING**

11. **THIS COURT ORDERS** that the CCAA Entities shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their Business or operations, and to dispose of redundant or non-material assets not exceeding \$200,000 in any one transaction or \$400,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate; and

- (c) pursue all avenues of refinancing or restructuring of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the CCAA Entities to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

12. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the CCAA Entities shall be entitled to pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but, for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the CCAA Entities or the making of this Order) or as otherwise may be negotiated between the CCAA Entities and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, in accordance with past practice pursuant to the terms of the lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

13. **THIS COURT ORDERS** that the CCAA Entities shall provide each of the relevant landlords with notice of their intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the CCAA Entities’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the CCAA Entities, or by further Order of this Court upon application by the CCAA Entities on at least two (2) days notice to such landlord and any such secured creditors. If the CCAA Entities disclaim or resiliate the lease governing such leased premises in accordance with Section 32 of the CCAA, they shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the CCAA Entities’ claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the CCAA Entities and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the CCAA Entities in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE CCAA ENTITIES OR THE PROPERTY**

15. **THIS COURT ORDERS** that until and including June 26, 2020, or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of any of the CCAA Entities or the Monitor, or affecting the Business or the Property, except with the written consent of the applicable CCAA Entity and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the CCAA Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the CCAA Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the applicable CCAA Entity and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the CCAA Entities to carry on any business which the CCAA Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH RIGHTS**

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence or permit in favour of or held by any CCAA Entity (in each case whether written or oral), except with the written consent of the applicable CCAA Entity and the Monitor, or leave of this Court.

18. **THIS COURT ORDERS** that, until further Order of this Court, the Applicants shall not be deemed to have made an assignment based on their failure to file a proposal with the official receiver notwithstanding s. 50.4(8) of the BIA.

## **CONTINUATION OF SERVICES**

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

## **NON-DEROGATION OF RIGHTS**

20. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-

advance any monies or otherwise extend any credit to the CCAA Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

21. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before or arises after the date hereof and that relates to any obligation of any Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

### **KEY EMPLOYEE RETENTION PROGRAM**

22. **THIS COURT ORDERS** that the key employee retention program (the “KERP”) described in the Shapiro Affidavit and in the Second Report is hereby authorized and approved, the CCAA Entities (or any other person that may be appointed on behalf of the CCAA Entities, and including, without limitation, any trustee, liquidator, receiver, interim receiver, receiver and manager or other person acting on behalf of any such person) is hereby authorized to perform the obligations under the KERP, including making all payments to the beneficiaries of the KERP (the “KERP Participants”) of amounts due and owing under the KERP in accordance with the terms and conditions of the KERP.

23. **THIS COURT ORDERS** that the CCAA Entities are hereby authorized to execute and deliver such additional documents as may be necessary to give effect to the KERP, subject to prior approval of such documents by the Monitor or as may be ordered by this Court.

24. **THIS COURT ORDERS** that the KERP Participants shall be entitled to the benefit of and are hereby granted a charge (the “KERP Charge”) on the Property, which charge shall not exceed the aggregate amount of \$180,000, as security for the obligations of the CCAA Entities to the KERP Participants under the KERP. The KERP Charge shall have the priority set out in paragraphs 37 and 39 herein.

## **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

25. **THIS COURT ORDERS** that the Applicants shall indemnify their current and future directors and officers (the "D&Os") against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, including, without limitation, in respect of any failure to pay wages and source deductions, vacation pay, or other payments of the nature referred to in subparagraphs 7(a), 9(a), 9(b) or 9(c) of this Order except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of such director's or officer's gross negligence or wilful misconduct.

26. **THIS COURT ORDERS** that the D&Os of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$300,000 as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

## **APPOINTMENT OF MONITOR**

27. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the CCAA Entities with the powers and obligations set out in the CCAA or set forth herein and that the CCAA Entities and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the CCAA Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the CCAA Entities' receipts and disbursements;

- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the CCAA Entities in their preparation of their cash flow statements;
- (d) advise the CCAA Entities in their development of the Plan and any amendments to the Plan;
- (e) assist the CCAA Entities, to the extent required by the CCAA Entities, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the CCAA Entities to the extent that is necessary to adequately assess the CCAA Entities' business and financial affairs or to perform its duties arising under this Order;
- (g) assist the CCAA Entities with respect to the consideration, development and implementation of any Restructuring initiatives;
- (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable, including the services or employees of its affiliates, respecting the exercise of its powers and performance of its obligations under this Order; and
- (i) perform such other duties as are required by this Order or by this Court from time to time.

29. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.



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

31. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the CCAA Entities with information provided by the CCAA Entities in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by any of the CCAA Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the applicable CCAA Entity may agree.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the CCAA Entities shall be paid their reasonable fees and disbursements, in each case at their

standard rates and charges and whether incurred prior to, on or after the date hereof, by the CCAA Entities as part of the costs of these proceedings. The CCAA Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for CCAA Entities in accordance with the payment terms agreed to with such professionals.

34. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

35. **THIS COURT ORDERS** that the Proposal Trustee and counsel to the Proposal Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the CCAA Entities as part of the costs of these proceedings. The CCAA Entities are hereby authorized and directed to pay any outstanding accounts of the Proposal Trustee and counsel to the Proposal Trustee.

#### **VALIDITY AND PRIORITY OF THE PROPOSAL ADMINISTRATION CHARGE**

36. **THIS COURT ORDERS** that the Administration Charge as defined in and created by the Procedure Order (the "**Proposal Administration Charge**"), shall continue to be in force and effect in these CCAA proceedings, as may be amended by this Order, and the Proposal Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

37. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and, for greater certainty, counsel to the CCAA Entities, shall be entitled to the benefit of the Proposal Administration Charge as security for their professional fees and disbursements incurred both before and after the granting of this Order at the standard rates and charges of the Monitor and such counsel.

#### **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

38. **THIS COURT ORDERS** that the priorities of the Proposal Administration Charge, the Directors' Charge and the KERP Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Proposal Administration Charge (to the maximum amount of

\$300,000);

Second – Directors' Charge (to the maximum amount of \$300,000); and

Third – KERP Charge (to the maximum amount of \$180,000).

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

40. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person, except for any secured creditor of the CCAA Entities who did not receive notice of the motion seeking this Order which was filed in the Proposal Proceedings.

41. **THIS COURT ORDERS** that the CCAA Entities shall be entitled on any subsequent motion on notice to those Persons likely to be affected thereby, to seek priority of the Charges ahead of any Encumbrance over which the Charges may have not obtained priority.

42. **THIS COURT ORDERS** that, except as otherwise expressly provided for herein, or as may be approved by this Court, the CCAA Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the CCAA Entities also obtains the prior written consent of the Monitor and the beneficiaries of the applicable Charges (collectively, the "**Chargees**"), or further Order of this Court.

43. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with

respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds any of the CCAA Entities, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the CCAA Entities of any Agreement to which any CCAA Entity is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the CCAA Entities pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

44. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the CCAA Entities’ interest in such real property leases.

#### **SEALING**

45. **THIS COURT ORDERS** that the confidential appendix to the Second Report be sealed in its entirety, kept confidential and not form part of the public record, unless otherwise ordered by this Court.

#### **SERVICE AND NOTICE**

46. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in *The Globe and Mail* (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the CCAA Entities of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make

it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

47. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/Toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that the Case Website established in connection with the Proposal Proceedings and referenced at the URL which follows shall constitute the Case Website for these CCAA proceedings in accordance with the Protocol: <https://www.ksvadvisory.com/insolvency-cases/case/metro360> (the “**Website**”).

48. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these CCAA proceedings (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Website, provided that the Monitor shall have no liability in respect of the accuracy of, or the timeliness or making any changes to, the Service List.

49. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the CCAA Entities and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile or other electronic transmission to the CCAA Entities’ creditors or other interested parties at their respective addresses as last shown on the records of the CCAA Entities and that any such service or distribution shall be deemed to be received; (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing.

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

51. **THIS COURT ORDERS** that, subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the CCAA Entities or Monitor in these CCAA proceedings shall, subject to further Order of this Court, provide the Service List with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Toronto time) on the date that is four (4) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consulting with the CCAA Entities.

52. **THIS COURT ORDERS** that following the expiry of the Objection Deadline, counsel to the Monitor or counsel to the CCAA Entities shall inform the Court of the absence or the status of any objections to the motion and the judge having carriage of the motion (the "**Presiding Judge**") may determine:

- (a) whether a hearing is necessary;
- (b) whether such hearing will be in person, by telephone, by videoconference or by written submissions only; and/or
- (c) the parties from whom submissions are required,

(collectively, the "**Hearing Details**"), and any such determination by the Presiding Judge shall be communicated thereafter to the Service List. In the absence any determination by the Presiding Judge regarding the Hearing Details, a hearing will be held in the ordinary course on the date and manner specified in the notice of motion.

**GENERAL**

53. **THIS COURT ORDERS** that the CCAA Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order, or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

54. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of any CCAA Entity, the Business or the Property.

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

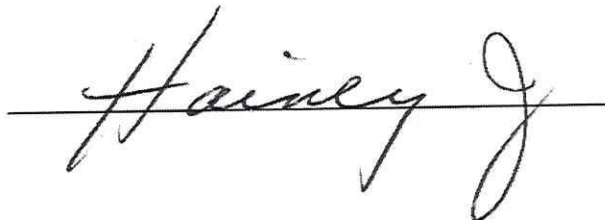
56. **THIS COURT ORDERS** that each of the CCAA Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order,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

57. **THIS COURT ORDERS** that any interested party (including the CCAA Entities and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other Person(s) likely to be affected by the order sought or upon such other notice, if any, as this Court may order; provided, however, that the Chargees shall be entitled to rely on this Order as issued and entered and on the Charges with respect to any fees and disbursements incurred until the date this Order may be amended, varied or stayed.

58. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO:

JUN 19 2020

A handwritten signature in black ink, appearing to read "Hainey J.", is written over a horizontal line.

PER / PAR:

A handwritten signature in blue ink, consisting of a stylized, cursive mark.



**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL ORP. IN RESPECT OF METRO 360 GENERAL PARTNERSHIP**

Applicants

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

**INITIAL ORDER**

**GOODMANS LLP**  
Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, Canada M5H 2S7

**L. Joseph Latham** LSO#: 32326A  
jlatham@goodmans.ca

**Andrew Harmes** LSO#: 73221A  
aharmes@goodmans.ca

Tel: (416) 979-2211  
Fax: (416) 979-1234

Lawyers for 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud Creek Financial Corp., and Metro 360 General Partnership.

## **Appendix “B”**



**Seventh Report of  
KSV Restructuring Inc. as  
CCAA Monitor of  
Rosebud Creek Financial Corp.,  
957855 Alberta Ltd. and  
Metro 360 General Partnership**

November 22, 2021

<b>Contents</b>		<b>Page</b>
1.0	Introduction.....	1
2.0	Background .....	4
2.1	Overview .....	4
2.2	Metro’s Restructuring Initiatives .....	4
2.3	Metro’s Financial Performance.....	5
3.0	Subsidiaries .....	6
3.1	Overview .....	6
3.2	Well.....	7
3.3	Handfuel .....	8
4.0	Claims Procedure .....	9
4.1	Proofs of Claim .....	9
4.2	Intercompany Claims .....	10
4.3	CRA Claims Agreement .....	10
5.0	The Plan .....	11
5.1	Overview .....	11
5.2	Purposes of the Plan.....	11
5.3	Terms and Conditions of the Plan .....	12
6.0	Meeting Order.....	17
7.0	Monitor’s Assessment of the Plan.....	18
7.1	Comparative Distribution Analysis.....	19
7.2	Preservation of Equity Interest in the Subsidiaries.....	21
7.3	The Plan Preserves Metro’s Business.....	21
8.0	Recommendation.....	22
9.0	Next Steps.....	23

## **Appendices**

<b>Appendix</b>	<b>Tab</b>
Initial Order dated June 17, 2020 .....	A
Monitor’s Sixth Report dated November 10, 2021 (without appendices).....	B

COURT FILE NO.: CV-20-00642783-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 957855  
ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL  
CORP.

IN RESPECT OF METRO 360 GENERAL PARTNERSHIP

SEVENTH REPORT OF KSV RESTRUCTURING INC.  
AS CCAA MONITOR

NOVEMBER 22, 2021

## 1.0 Introduction

1. On April 6, 2020, Rosebud Creek Financial Corp. ("Rosebud") and 957855 Alberta Ltd. ("957") (jointly, the "Partners") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "NOI Proceedings"). KSV Restructuring Inc.<sup>1</sup> ("KSV") was appointed the proposal trustee in the NOI Proceedings.
2. On June 17, 2020, the Partners brought a motion before the Ontario Superior Court of Justice (Commercial List) (the "Court") to have the NOI Proceedings taken up and continued under the *Companies' Creditors Arrangement Act* ("CCAA"). Pursuant to a Court order made on June 17, 2020 (the "Initial Order"), the Partners were granted protection under the CCAA, and KSV was appointed monitor (in such capacity, the "Monitor"). A copy of the Initial Order is attached as Appendix "A".
3. Rosebud and 957 are holding companies and the partners of Metro 360 General Partnership ("Metro", and together with the Partners, the "CCAA Entities"). Pursuant to the Initial Order, the stay of proceedings granted to the Partners was extended to Metro, as was the case pursuant to a Court order issued in the NOI Proceedings. The stay of proceedings presently expires on February 28, 2022 pursuant to a Court order made on November 17, 2021.
4. Prior to the commencement of the NOI Proceedings, Metro's business was primarily focused on wholesaling and distributing books and magazines to thousands of retailers across Canada (the "Literature Business"). As a result of the TNG Transaction (as defined and described below), Metro's business is now focused on the distribution of consumer-packaged goods ("CPG"), such as food products, music and consumer electronic accessories, and on the growth of businesses owned by its subsidiaries (the "Subsidiaries").

<sup>1</sup> Effective August 31, 2020, KSV Kofman Inc. changed its name to KSV Restructuring Inc.

5. The principal purpose of these proceedings has been to create a stabilized environment to allow Metro to:
  - a) complete the inventory return process resulting from the TNG Transaction, as more fully detailed below;
  - b) facilitate a restructuring of Metro's business around its CPG business and the Subsidiaries, which are businesses in which Metro and/or Rosebud holds an equity interest, being Well Ventures Corp. ("Well"), Handfuel Inc. ("Handfuel"), All Day Nutritionals Canada Ltd. ("All Day Canada") and All-Day Nutritionals Inc. ("All Day US", and together with All Day Canada, "Swift Work Wellness"), Spectral Agriventures Inc. ("Spectral"), United Library Services Inc. ("ULS"), Recruiter.com Group, Inc. ("Recruiter") and Lucidsoft Inc. (dba Leankor) ("Leankor");
  - c) continue to grow the Subsidiaries, certain of which are integral to generating recoveries for distribution to Affected Creditors (as defined below) under the CCAA Entities' Plan of Compromise and Arrangement (the "Plan"); and
  - d) provide the CCAA Entities with the time to prepare a Plan to present to their creditors so that creditors have the opportunity to fully recover their claims against the CCAA Entities.
6. Pursuant to a Court order made on September 16, 2020 (the "Claims Procedure Order"), the Monitor worked with the CCAA Entities to carry out a claims process (the "Claims Procedure") to solicit and determine claims against the CCAA Entities and their directors and officers. The administration of the Claims Procedure is substantially complete and is discussed in Section 4 below.
7. Pursuant to a Court order made on November 17, 2021 (the "Meeting Order"), the Court, *inter alia*:
  - a) approved the filing of the Plan; and
  - b) authorized the CCAA Entities to convene a virtual meeting (the "Creditors' Meeting") of the CCAA Entities' creditors on December 16, 2021 (the "Meeting Date") to consider and vote on the Plan.
8. Additional information regarding the CCAA Entities and these proceedings can be found in the affidavits sworn by Daniel Shapiro, the CCAA Entities' President and Chief Executive Officer, and in the prior reports filed by KSV in its various capacities in these proceedings, including the Monitor's Sixth Report to Court dated November 10, 2021 (the "Sixth Report"), which provides a discussion of the Plan. A copy of the Sixth Report is provided in Appendix "B," without attachments. Court materials filed in these proceedings are available on the Monitor's website at <https://www.ksvadvisory.com/insolvency-cases/case/metro360> (the "Website").

## 1.1 Purposes of this Report

1. The purposes of this report (“Report”) are to:
  - a) provide background information about the CCAA Entities and these proceedings;
  - b) discuss Metro’s business plan should the Plan be (i) accepted by a majority in number of Affected Creditors (as defined below), representing two-thirds in dollar value of all voting claims (the “Required Majority”) present in person or by proxy at the Creditors’ Meeting, and (ii) approved by the Court;
  - c) summarize the results of the Claims Procedure;
  - d) discuss the key elements of the Plan;
  - e) compare the estimated recoveries to the CCAA Entities’ arm’s-length proven unsecured creditors (“Affected Creditors”) holding Affected Claims (as defined in the Plan and discussed in Section 5.3.1(b) below) under the Plan to their estimated recoveries if the CCAA Entities are liquidated;
  - f) advise Affected Creditors how they can attend and vote at the Creditors’ Meeting;
  - g) discuss the next steps in these proceedings if the Required Majority of Affected Creditors vote to accept the Plan; and
  - h) recommend that Affected Creditors vote to accept the Plan.

## 1.2 Currency

1. All currency references in this Report are to Canadian dollars.

## 1.3 Restrictions

1. In preparing this Report, KSV has relied upon unaudited financial information prepared by, and discussions with, Metro’s management. KSV has not audited, reviewed or otherwise verified the accuracy or completeness of this information in a manner that complies with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*.
2. KSV expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by KSV in preparing this Report. Any party wishing to place reliance on the financial information is required to perform its own due diligence and such additional investigations as it requires. KSV makes no representation or warranty as to the accuracy, completeness or fitness for purpose of the financial and other information presented herein.
3. The Monitor has prepared this Report in connection with the Plan and pursuant to section 23(1)(d.1) of the CCAA, and the Report should not be relied on for other purposes.

4. Future oriented financial information relied upon in this Report is based upon management's assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. KSV expresses no opinion or assurance regarding the future oriented financial information presented in this Report.
5. While Metro's financial projections consider the impact of the Covid-19 pandemic (the "Pandemic") on its business and operations, consumer, supply chain, governmental and other macro-economic factors related to the Pandemic may have a material affect on the CCAA Entities and the Subsidiaries, and such impact is unknown and cannot be determined at this time.

## **2.0 Background**

### **2.1 Overview**

1. The Partners are holding companies. Rosebud is an Ontario corporation which holds a 69.4% partnership interest in Metro, and 957 is an Alberta corporation which holds the remaining 30.6% partnership interest in Metro. Rosebud is also the sole shareholder of 957. To the extent Metro is unable to satisfy its obligations, the deficiency represents an obligation of the Partners.
2. Daniel Shapiro is the CCAA Entities' President and Chief Executive Officer. The head office of Metro and Rosebud is located in Toronto, Ontario. The registered office of 957 is in Calgary, Alberta. Metro presently employs 27 employees.
3. The principal cause of Metro's financial difficulties leading up to the commencement of these proceedings was the decline of the Literature Business. In this regard:
  - a) the Literature Business declined at an average annual rate of approximately 10% over the last decade as consumers increasingly looked to the internet as an alternative to hard copy magazines and other periodicals. At the commencement of the NOI Proceedings, Literature Business sales were not sufficient to allow the business to continue to operate; and
  - b) the decline in the Literature Business accelerated due to the Pandemic. Many of Metro's customers ceased operating at the onset of the Pandemic, or experienced significant declines in their businesses at that time.
4. The commencement of these restructuring proceedings allowed Metro to expeditiously sell the Literature Business pursuant to the TNG Transaction so that it could focus on its remaining CPG business and on the growth of the Subsidiaries, which are key focuses of the Plan.

### **2.2 Metro's Restructuring Initiatives**

1. Immediately following the commencement of the NOI Proceedings, Metro sought approval of a sale (the "TNG Transaction") of the Literature Business to Great Pacific Enterprises Inc. d/b/a TNG ("TNG"). The TNG Transaction was approved by the Court on April 7, 2020 and closed on April 8, 2020.



2. The TNG Transaction maximized the value of the Literature Business and saved hundreds of jobs for Metro's employees who found employment with TNG. The value of the TNG Transaction to Metro significantly exceeded the purchase price of \$925,000, as the TNG Transaction facilitated the return of unsold inventory to publishers for full credit. At the time of the TNG Transaction, the book value of the unsold inventory was estimated to be approximately \$35 million. Based on Metro's internal financial statements, inventory returns facilitated by the TNG Transaction reduced Metro's accounts payable by over \$32 million.
3. The Literature Business had been operated by the Shapiro family since the early 1930s. At the time the NOIs were filed, Metro had approximately 350 full and part time employees. As the majority of Metro's former employees were offered employment by TNG, the TNG Transaction allowed Metro to immediately downsize its operations and significantly reduce headcount and overhead costs.
4. The only portion of the Literature Business not conveyed to TNG under the TNG Transaction was Metro's newspaper division, Ontario Newspaper Services. In September 2020, Metro sold this business for \$75,000 to Roltek International Inc., an arm's length party.
5. Since the sale of its Literature Business, Metro's management has focused on growing its remaining CPG business (food products, music and consumer electronic accessories) and facilitating the growth of the Subsidiaries.

### 2.3 Metro's Financial Performance

1. Metro's CPG business has also been negatively impacted by the Pandemic. Metro recently provided the Monitor with a budget for its fiscal year ending December 31, 2022<sup>2</sup>, which is summarized in the table below.

Description	Amount (\$000s)
Sales	5,115
Gross Margin	1,074
Gross Margin (%)	21%
EBITDA	(938)

2. Importantly, Metro provides management, administrative and strategic support to the Subsidiaries at an annual cost to Metro of approximately \$830,000, which costs are included in Metro's fiscal 2022 budget. If Metro's business is discontinued, the Subsidiaries would be required to pay these costs, which would significantly impair their liquidity.

<sup>2</sup> Metro's year-end is December 31<sup>st</sup>.

3. Based on discussions with Metro's management, the Monitor understands:
  - a) Metro is engaging with existing CPG customers and pursuing and entering into new CPG supply relationships, which Metro expects will improve once it can emerge from these CCAA proceedings. Metro is also continuing to rationalize its costs. Metro has advised that it prepared its budget conservatively and that it believes there is upside in its 2022 projection as the effects of the Pandemic ease and the benefits of new CPG relationships are realized;
  - b) Metro's management has taken salary reductions of at least 10% since the date of the NOI filing and Metro has suspended all management bonuses since that time. The budget contemplates a continuation of these reduced payroll amounts and assumes there are no management bonuses paid in fiscal 2022;
  - c) Metro's objective is to double sales within 18 months of emergence from CCAA and to implement additional cost cutting initiatives not reflected in the budget, including in respect of logistics costs; and
  - d) through Mr. Shapiro and his team, Metro provides critical management and back-office administrative services to the Subsidiaries, principally Well, for which it is not fully reimbursed. The amount of these non-reimbursed support costs included in the budget is estimated to be \$830,000. The Subsidiaries rely on these services and if they were not being paid by Metro, they would need to be paid by the Subsidiaries. While the intention is that the Subsidiaries pay these costs in the future as their businesses grow and as they raise more capital, they do not presently have the liquidity to do so.

## 3.0 Subsidiaries

### 3.1 Overview

1. Rosebud and/or Metro own equity interests in the Subsidiaries. Metro and/or Rosebud do not have a controlling interest in the Subsidiaries; however, Metro provides the Subsidiaries with back-office support and Metro's management (primarily Mr. Shapiro) is responsible for guiding, or assisting to guide, the growth and strategic decision-making of certain of these businesses, particularly Well, Handfuel, ULS and Spectral. Services provided by Mr. Shapiro and Metro include capital raising, product development, developing and managing distribution relationships and overall strategic guidance.
2. The CCAA Entities believe that the growth of Metro's business and certain of the Subsidiaries should generate material recoveries which are to be distributed to creditors in accordance with the Plan.
3. A summary of the Subsidiaries is as follows:
  - a) Well: Well is a manufacturer and distributor of cold pressed juices, kombucha and ready-to-drink alcoholic beverages. On a fully diluted basis, Metro and Rosebud own 17.72% and 3.62% of Well's equity, respectively.

- b) Handfuel: Metro owns a 50% equity interest in Handfuel, a manufacturer of flavourful and nutritious food products across Canada, such as fruit and nut snack mix products. Handfuel's products are sold in all major grocery store chains and high-end grocers, such as Pusateri's.
- c) Spectral: Metro and Well own an 8% and 36% equity interest in Spectral, respectively. Spectral has developed a turnkey greenhouse model that Metro's management believes has the potential to reposition how Canadian grocery retailers source produce and sell leafy greens. The greenhouse model allows produce to be grown and distributed within Canada on a cost-efficient basis, ensuring freshness, reducing the carbon footprint and maintaining price competitiveness. Spectral is arranging financing for its first greenhouse, and national Canadian grocery retailers have shown interest in working with Spectral once it has operational greenhouses.
- d) Swift Work Wellness: Metro's interests in Swift Work Wellness consist of a 27% holding in All Day US, the U.S. parent, and a 45% interest in All Day Canada, the Canadian subsidiary of All Day US, which together form Swift Work Wellness. Swift Work Wellness produces a liquid supplement designed to support immune system health, enhance focus and improve energy. Swift Work Wellness' liquid supplement is dispensed through a cooler system and is marketed towards use in workplace break rooms as a means of improving workplace wellness and overall employee performance. The workplace wellness aspect of this business has largely been suspended due to the Pandemic, but Swift Work Wellness is now producing a new retail product and has secured a listing with a major Canadian retailer.
- e) ULS: Rosebud owns a 50% interest in ULS. ULS is a Calgary-based wholesale distributor of books to schools and libraries, primarily in Western Canada. The ULS business remains profitable based on year-to-date results.
- f) Recruiter: Rosebud owns 4,144 shares of Recruiter, which operates a recruiting platform. Recruiter is publicly traded on the NASDAQ stock exchange. Based on Recruiter's share price as at the date of this report, Rosebud's interest in Recruiter is valued at approximately \$12,200.
- g) Leankor: Rosebud owns a *de minimis* interest in Leankor, which is a privately held company that provides project management services.

## 3.2 Well

1. Well is the most advanced Subsidiary of the CCAA Entities. Since the commencement of these proceedings, Well has launched its ready-to-drink products in LCBO stores and a line of juices exclusively for Loblaws under the PC Organic brand to be offered for sale in Loblaws stores across Canada. Well has also secured contracts with Starbucks and Ahold (a major national US retailer), both of which have the potential to materially grow Well's business. Well is presently finalizing listing documents and pricing to expand its business in the US with Albertsons for its ready-to-drink products, including in California, Oregon and Idaho, which represents approximately 700 store locations.

2. Well has continued to grow its business on a year-over-year basis notwithstanding the Pandemic. In addition to its new customer relationships, Well's activities include:
  - a) Filling Line

In July 2020, Well purchased a new high-speed fill line for its core juice products, a high-speed labeler and case labeler.
  - b) Convertible Debenture Offering

In July 2020, Well raised \$1,104,065 by issuing a secured convertible debenture (the "Debenture"). Metro's total investment in the offering was \$500,000. The Monitor supported Metro's investment in Well during these proceedings so that Metro's equity interest in Well would not be diluted, as the value of Well is integral to maximizing recoveries for Affected Creditors under the Plan.
  - c) Operating Line of Credit

In April 2021, Well finalized a new \$500,000 operating line of credit with TD, which Well required to finance its working capital requirements. Presently, no amounts are drawn on this facility.
  - d) Equity-Rights Offering

In June 2021, Well closed an equity-rights offering, which was oversubscribed. The proceeds raised by Well totaled approximately \$1.9 million, of which Metro participated for its pro-rata share, being approximately \$409,000. Similar to the offering Well completed in July 2020, Metro's participation was to prevent dilution of its interest in Well.
  - e) Transaction Considerations

Well recently commenced exploratory discussions with investment banks regarding a potential transaction. A strategic process is not contemplated in the near term.
3. As at the date of this Report, Well continues to project significant sales and EBITDA growth. Despite the challenges resulting from the Pandemic, Well's sales have increased by 48% on a year-over-year basis.

### 3.3 Handfuel

1. Handfuel is negotiating a transaction with a strategic investor that, as presently contemplated, will equally dilute the equity interests of Metro and its 50% partner in Handfuel. The purpose of this transaction is to raise equity growth capital for Handfuel and to take advantage of the investor's relationships and experience in the processed nut and snack food sector. As at the date of this Report, Handfuel and the prospective investor are advancing the transaction.

2. Mr. Shapiro’s sworn affidavit dated November 10, 2021 (the “Shapiro Affidavit”) filed in support of the Meeting Order discussed this transaction. Mr. Shapiro views the transaction as synergistic, based on the investor’s expertise and background, and accretive in value for Metro, notwithstanding the dilution of its equity interest.
3. On a year-over-year basis, Handfuel’s sales have grown by 24%. Handfuel’s EBITDA has also improved significantly.

#### 4.0 Claims Procedure<sup>3</sup>

1. The Claims Procedure was approved by the Court on September 16, 2020. The Claims Bar Date was October 30, 2020. Additional information concerning the Claims Procedure can be found in the Monitor’s prior reports filed in these proceedings, all of which are available on the [Website](#).

#### 4.1 Proofs of Claim

1. The following table summarizes the proven claims in the Claims Procedure (collectively, the “Proven Claims”):

Creditor	Number of Claims	Amount (\$000s)
Trade vendor claims	950	12,082
Intercompany claims	3	11,000
Employee claims	85	2,538
Late-filed claims	86	2,560
CRA and other tax claims <sup>4</sup>	5	889
Total	1,129	29,069

2. In addition to the Proven Claims, there are seven unresolved claims totalling approximately \$129,000. In the event these claims are not resolved in the near term, the Monitor intends to issue Notices of Revision or Disallowance in accordance with the Claims Procedure Order. To the extent there are unresolved claims on the Plan Implementation Date, funds will be deposited into the Disputed Claims Reserve Account and will be addressed under the Plan in the manner discussed in Sections 5.3(d) and 5.3(h) below.
3. On November 11, 2021, after serving and filing the Sixth Report, Sun Life Assurance Company of Canada (“Sun Life”) filed an unsecured claim in the amount of approximately \$454,000 related to Metro’s employee benefit plan. This claim is not included in the table above as it is being reviewed by Metro. If accepted, Affected Claims will increase by the amount of the Sun Life claim.

<sup>3</sup> Capitalized terms in this section of the Report have the meanings provided to them in the Claims Procedure Order.

<sup>4</sup> Excludes CRA’s provisional claim of approximately \$3.2 million, as detailed in the Sixth Report.

## 4.2 Intercompany Claims

1. A summary of the Intercompany Claims is provided in the table below.

Intercompany Creditor	Notes	Amount (\$000s)
Shapiro Capital Corporation ("SCC")	2(b)	6,410
CMMI Canadian Mass Media Inc. ("CMMI")	2(c)	2,920
Mr. Shapiro	2(d)	1,670
Total		11,000

2. The Monitor reviewed the Intercompany Claims to determine whether there was consideration paid for each Intercompany Claim, as well as the nature of the advance. A summary of the Monitor's findings is as follows:
  - a) the advances underlying each of the Intercompany Claims reconciled to the applicable bank account of the CCAA Entities;
  - b) SCC's claim is in respect of advances it made to Metro for working capital purposes;
  - c) CMMI's claim is in respect of advances it made to Metro in March 2020, also to assist Metro's working capital requirements; and
  - d) Mr. Shapiro's claim relates to two advances made to Metro in March 2020 by Strategic Capital Development II Corp. ("SCDC"), an entity owned and controlled by an arm's length party. These advances were evidenced under promissory notes dated March 12, 2020 (the "SCDC Promissory Notes"). These advances were required by Metro to fund the Literature Business until it could be sold pursuant to the TNG Transaction. Pursuant to an Assignment and Assumption Agreement dated August 26, 2020, the SCDC Promissory Notes were assigned by SCDC to Mr. Shapiro.
3. Intercompany Claims represent approximately 38% of the total Proven Claims. Pursuant to the Plan, Intercompany Creditors have agreed not to participate in the initial distribution to be made to creditors on implementation of the Plan (the "Initial Distribution"), as discussed in Section 5.3(k) below. This attribute of the Plan provides Affected Creditors with a significantly larger Initial Distribution than they would otherwise receive if the Intercompany Creditors shared in the Initial Distribution (which is their legal entitlement) and larger than they would receive if the CCAA Entities become bankrupt or are liquidated in the near term. This is discussed in greater detail in Section 7.1(4)(f) below.

## 4.3 CRA Claims Agreement

1. For the past several months, there have been an ongoing disagreement between Metro and Canada Revenue Agency ("CRA") regarding various HST and other tax issues. This issue delayed the filing of the Plan.

2. The disputes between Metro and CRA were resolved pursuant to a Claims Agreement dated October 21, 2021 (the "CRA Claims Agreement"). Pursuant to the CRA Claims Agreement, *inter alia*, CRA has:
  - a) claims for voting and distribution purposes under the Plan of approximately \$303,000, \$374,000 and \$132,000 against Metro, Rosebud and 957, respectively; and
  - b) a "provisional claim" against Metro of approximately \$3.2 million (the "CRA Provisional Claim"), which reduces on a dollar-for-dollar basis by the amount of HST included in distributions paid to creditors under the Plan or the Promissory Note (as defined below). The CRA Provisional Claim will be eliminated if creditors are paid in full under the Plan. CRA has agreed it will not vote on the Plan in respect of the CRA Provisional Claim.
3. The CRA Claims Agreement was approved by the Court on November 17, 2021.
4. Further details concerning the CRA Claims Agreement were provided in the Sixth Report and, accordingly, are not repeated in this Report.

## 5.0 The Plan

1. **Sections 5 and 6 of this Report provide summaries of the Plan and the Meeting Order but do not address each and every provision of the Plan and the Meeting Order. Accordingly, creditors should carefully read the Plan and the Meeting Order in their entirety and should consult such advisors as they consider necessary. In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Report and the Plan or the Meeting Order, the provisions of the Plan or the Meeting Order, as applicable, govern. Copies of the Plan and Meeting Order are also available on the Website.**
2. **Capitalized terms not defined in Sections 5 and 6 below are as defined in the Plan or the Meeting Order, as applicable.**

### 5.1 Overview

1. The Plan was developed by the CCAA Entities and their counsel, in consultation with the Monitor and its counsel.

### 5.2 Purposes of the Plan

1. The Plan is presented with the expectation that Persons who have an economic interest in the CCAA Entities will derive greater benefit from the implementation of the Plan than they would from a bankruptcy of the CCAA Entities and/or a wind-up of the Metro business.

2. The overall purposes of the Plan are to:
  - a) implement a restructuring of the CCAA Entities;
  - b) provide for a settlement and payment of all Affected Claims through distributions from the Creditor Distribution Pool or the Disputed Claims Reserve (as applicable) and, if the Affected Creditor is not a Convenience Class Creditor, a Promissory Note Entitlement, which together are intended to provide Affected Creditors the opportunity to receive payment in full over time;
  - c) provide for the discharge and release of all Affected Claims and Released Claims;
  - d) implement the CRA Claims Agreement;
  - e) enable Metro to continue to operate as a going concern from and after the Plan Implementation Date; and
  - f) provide the Subsidiaries with time to execute on their strategic plans such that they can be monetized in due course, thereby allowing creditor recoveries to be maximized from those transactions.

### 5.3 Terms and Conditions of the Plan

1. The following section provides an overview of the key aspects of the Plan.
  - a) **Classification of Creditors:** the Plan has a single class of creditors for the purpose of considering and voting on the Plan, being the “Unsecured Creditors’ Class” comprised of the Affected Creditors.
  - b) **Persons Affected:** the Plan provides for a compromise, settlement and/or payment over time of the Affected Claims. The Plan does not affect the Unaffected Creditors with respect to and to the extent of their Unaffected Claims. An Unaffected Claim means an Excluded Claim, which is any right or claim that would otherwise be a Claim that is:
    - i. a Claim secured by the CCAA Charges, being the Proposal Administration Charge (\$300,000) and the Directors’ Charge (\$300,000);
    - ii. an Intercompany Claim;
    - iii. a Post-Filing Claim;
    - iv. a Government Priority Claim;
    - v. an Equity Claim; and
    - vi. a Claim enumerated in Sections 5.1(2) and 19(2) of the CCAA<sup>5</sup>.

---

<sup>5</sup> Refers to claims that: (a) relate to contractual rights of one or more creditors; (b) claims based on allegations of misrepresentations made by directors to creditors or of wrongful or oppressive conduct by directors; (c) arose by virtue of a fine, penalty, restitution order, damages by a court in civil proceedings in respect of bodily harm intentionally inflicted, sexual assault or wrongful death, fraud, embezzlement, misappropriation, defalcation or interest on any of the foregoing.



- c) **Creation of the Investment Reserve:** on or before the Plan Implementation Date, the CCAA Entities shall transfer \$1 million from the Available Funds to the Investment Reserve Account to be maintained by the Monitor. As the value of the Subsidiaries is integral to the repayment of the CCAA Entities' creditors, the Investment Reserve Account is being created under the Plan to set aside funds so that the CCAA Entities can participate in the Subsidiaries' future capital raising transactions and permit them an ability to avoid dilution of their equity interests in the Subsidiaries. The amounts in the Investment Reserve Account can be used by the CCAA Entities, in consultation with the Monitor, to participate in these transactions. The CCAA Entities are not obligated to participate in these transactions. Any funds remaining in the Investment Reserve Account three years after the Plan Implementation Date will be transferred to the Creditor Distribution Pool Account, subject to further order of the Court.
- d) **Creation of the Disputed Claims Reserve:** on or before the Plan Implementation Date, the CCAA Entities shall transfer from the Available Funds to the Disputed Claims Reserve Account an amount necessary to establish the Disputed Claims Reserve. The amounts in the Disputed Claims Reserve shall either be paid to creditors having Disputed Claims, once such claims become Proven Claims, or to the Creditor Distribution Pool Account for distribution to other Affected Creditors. The Disputed Claims presently total approximately \$129,000.
- e) **Creation of the Creditor Distribution Pool:** on or before the Plan Implementation Date, the CCAA Entities shall, following the creation of the Investment Reserve and the Disputed Claims Reserve, transfer the balance of the Available Funds to the Creditor Distribution Pool Account. The amount transferred will be net of a \$2 million holdback, which is to remain with and be available to the CCAA Entities to: (i) pay the ongoing costs of these proceedings; (ii) permit Metro to fund its operations; and (iii) assist to fund Metro's costs to provide management and administrative support services to the Subsidiaries.
- f) **Convenience Class Creditors:** a Convenience Class Creditor is an Affected Creditor with a Proven Claim that is owed:
  - i. less than or equal to \$2,500; or
  - ii. in excess of \$2,500 if such Affected Creditor elects to value its claim at \$2,500 pursuant to a Convenience Class Claim Election.

As at the date of this Report, there are 597 Affected Creditors with Proven Claims less than or equal to \$2,500. Pursuant to the Plan, a Convenience Class Creditor shall be deemed to have voted the full value of its Proven Claim in favour of the Plan.

- g) **Initial Distribution to Creditors:**
- i. **Convenience Class Creditors:** on the Initial Distribution Date, each Convenience Class Creditor will receive, in full satisfaction of its Proven Claim, a cash payment in the amount equal to the lesser of the following:
    - (a) its Proven Claim; and
    - (b) \$2,500.
  - ii. **Affected Creditors Other than Convenience Class Creditors:** on the Initial Distribution Date, each Affected Creditor with Proven Claims, other than a Convenience Class Creditor, will receive, in full satisfaction of such Proven Claim:
    - (a) payment of its Pro Rata Share of the balance of the Creditor Distribution Pool, after deducting the amounts paid to Convenience Class Creditors, as described above; and
    - (b) the balance of its Proven Claim remaining after the Initial Distribution by way of an entitlement to such Affected Creditor's Pro Rata Share of the Promissory Note (each, a "Promissory Note Entitlement"). The form of Promissory Note is included as Schedule "A" to the Plan.
- h) **Resolution of Disputed Claims:** after the Initial Distribution Date, as Disputed Claims are resolved, the Monitor will distribute to each Affected Creditor with a Disputed Claim that has become a Proven Claim, an amount of Cash from the Disputed Claims Reserve equal to the aggregate amount of all distributions such Affected Creditor would have received pursuant to the Plan, or under the Promissory Note, had its Disputed Claim been a Proven Claim as of the Initial Distribution Date.
- i) **Promissory Note:** on the Plan Implementation Date, a non-interest-bearing promissory note shall be issued by the CCAA Entities and held by the Monitor on behalf of all Affected Creditors who are not Convenience Class Creditors, including Affected Creditors with Disputed Claims who are not Convenience Class Creditors. The Promissory Note requires that, for as long as it remains outstanding, the CCAA Entities shall be required to distribute 100% of:
- i. the Net Proceeds of any sale by a CCAA Entity of its equity interest in any Subsidiary; and/or
  - ii. a CCAA Entity's share of the Net Proceeds of any sale by any Subsidiary of all or a majority of the aggregate value of its assets,
- (in either case, a "Transaction") to Affected Creditors with Promissory Note Entitlements and to Intercompany Creditors with Intercompany Claims on a pro-rata basis; provided, however, that if the Net Proceeds from any Transaction do not exceed \$1 million, the CCAA Entities are not required to distribute them within 30 days, but must deposit those Net Proceeds into the Creditor Distribution Pool Account.

- j) **Subsequent and Final Distributions:** commencing at the end of Metro's first full fiscal year following the Plan Implementation Date, the Plan provides that the CCAA Entities must transfer any Excess Cash to the Creditor Distribution Pool Account. At any time that the Cash in the Creditor Distribution Pool Account exceeds \$1 million, the CCAA Entities must, within 90 days, distribute to each Affected Creditor and Intercompany Creditor an amount equal to their respective Pro Rata Share of the Cash in the Creditor Distribution Pool Account. Any such distributions would reduce the Promissory Note Entitlements of the Affected Creditors and the amounts owing to the Intercompany Creditors, respectively. On the Final Distribution Date, being the date that the Promissory Note has been paid in full, any funds: (a) remaining in the Creditor Distribution Pool Account shall be available for use by the CCAA Entities as they deem appropriate; or (b) remaining in the Investment Reserve Account shall be applied in such manner as Metro may direct the Monitor in writing, and all Promissory Note Entitlements shall be considered satisfied, forever discharged and barred.
- k) **Intercompany Creditors:** pursuant to the Plan, Intercompany Claims are Excluded Claims. **Intercompany Creditors have agreed to not participate in the Initial Distribution on the Initial Distribution Date in respect of their Intercompany Claims.** Intercompany Creditors shall participate in subsequent distributions on a pro rata basis, in accordance with their legal entitlement. Intercompany Claims (\$11 million) comprise approximately 38% of the claims pool (prior to the Initial Distribution).

The Intercompany Creditors have provided an undertaking to the Monitor that they will forbear from taking steps to seek repayment of the Intercompany Claims until the Promissory Note has been repaid or the Promissory Note Maturity Date has occurred.

- l) **Other Features of the Plan:**
- i. **Releases:** as detailed in Section 9.1 of the Plan, approval of the Plan contemplates releases of all claims of Affected Creditors (other than obligations created under the Plan) against: (a) the CCAA Entities, the Directors, the Officers, and the CCAA Entities' current and former employees, advisors, legal counsel and agents, (b) the Monitor and its respective current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents, and (c) the Intercompany Creditors and their respective current and former affiliates (excluding the CCAA Entities), and their respective current and former members, shareholders, directors, officers and employees, advisors, legal counsel and agents.
  - ii. **Monitor Reporting:** from and after the Plan Implementation Date, for so long as obligations under the Promissory Note remain outstanding, the Monitor and the CCAA Entities shall meet at the Monitor's reasonable request, and the CCAA Entities shall grant the Monitor access to all information and documentation reasonably requested by the Monitor to carry out its duties and reporting obligations set out in the Plan. In addition, the Monitor shall file a report with the Court at least every six months after the Plan Implementation Date, or periodically in response to, or as a result of, the occurrence of a material event, as determined by the Monitor. These

reports will be served on the Service List in these proceedings and posted on the Website.

- iii. **Pre-Emptive Rights:** given the importance of the CCAA Entities' holdings in the Subsidiaries and to generate recoveries for Affected Creditors, the Monitor was cognizant that there be adequate controls in place to prevent dilution or other transactions to the detriment of the CCAA Entities. In this regard, the Plan provides for the following:
- the creation of the Investment Reserve so that the CCAA Entities can participate in future financings of the Subsidiaries;
  - in the case of Well, the pre-emptive rights provisions in Well's shareholders' agreement provide for protections against dilution; and
  - in the case of Mr. Shapiro personally, he has provided an undertaking to the Monitor that, until such time as all of the CCAA Entities' obligations under the Promissory Note have been repaid in full, he will not, whether personally, through any family member or any other partnership or corporation (other than a CCAA Entity), acquire any new shares of any class of a Subsidiary or any new security or obligation that is convertible into or exchangeable for such shares, without the consent of the Monitor; provided, that nothing prevents Mr. Shapiro from exercising any option, warrant or right issued under any management or employee share ownership plan, share purchase plan, share incentive plan or similar plan of general application to management or employees of the relevant Subsidiary, that may be made available to Mr. Shapiro in the future on the basis that Mr. Shapiro is an employee or member of management of a Subsidiary entitled to participate with other employees or management. As part of its post-CCAA monitoring of the Plan, the Monitor intends to review this issue, including at Subsidiaries other than Well.
- iv. **Approval:** if the Plan is accepted by the Required Majority of the Affected Creditors at the Creditors' Meeting, the CCAA Entities shall apply for the Sanction Order on or before the date set for the Sanction Order hearing or such later date as the Court may set. Pursuant to the Meeting Order, the CCAA Entities have scheduled a hearing on January 14, 2022 at which it intends to bring a motion seeking the Sanction Order.
- m) **Conditions Precedent:** implementation of the Plan is subject to the following material conditions:
- i. the Creditors' Meeting shall have been convened by the date set by the Meeting Order or such later date as shall be acceptable to the CCAA Entities, in consultation with the Monitor;
  - ii. the Plan shall have been accepted by the Required Majority of the Affected Creditors forming the Unsecured Creditors' Class at the Creditors' Meeting;

- iii. the Sanction Order shall have been granted by the Court; and
  - iv. unless otherwise agreed by the CCAA Entities and the Monitor, the Sanction Order shall have become a Final Order.
- n) **Estimated Distributions on the Initial Distribution Date:** the anticipated use of cash in the CCAA Entities' bank accounts on the Plan Implementation Date is reflected in the table below. The table below reflects that the Initial Distribution is estimated to be approximately \$4.4 million (being 25 cents on the dollar value of Affected Claims (excluding Convenience Class Creditors)), and the Promissory Note is estimated to be approximately \$12.9 million. The actual amounts of the Initial Distribution and the Promissory Note are subject to change in accordance with, *inter alia*, the CCAA Entities' actual cash balance on the Initial Distribution Date.

Description	Amount (\$000s)
Estimated cash in CCAA Entities' bank accounts	8,150
Investment Reserve	(1,000)
Holdback for Metro working capital	(2,000)
Disputed Claims Reserve	(34)
Convenience Claims Creditor payout (estimated) <sup>6</sup>	(685)
<b>Estimated Initial Distribution</b>	<b>4,431</b>
Total Affected Claims (excluding Convenience Class Creditors)	17,384
<b>Amount of Promissory Note</b>	<b>12,953</b>

## 6.0 Meeting Order

1. Pursuant to the Meeting Order, the Creditors' Meeting is to be convened virtually at 1:00 p.m. (Toronto time) on December 16, 2021 for the purpose of considering and voting on a resolution to accept the Plan.
2. The only persons entitled to attend the Creditors' Meeting are: Affected Creditors or their Proxies who have duly registered in accordance with the Electronic Meeting Protocol (which is appended as Schedule "A" to the Meeting Order and available on the Website); representatives of the CCAA Entities; representatives of the Monitor; the Chair; any other person invited to attend by the Chair; and legal counsel to any person entitled to attend the Creditors' Meeting.
3. Affected Creditors who would like to attend the Creditors' Meeting are required to notify the Monitor by email at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com) by 5:00 p.m. (Toronto time) on the date that is four Business Days prior to the Creditors' Meeting (i.e., by 5:00 pm (Toronto Time) on December 10, 2021). The Monitor will provide each Affected Creditor who has notified the Monitor that it will attend the Creditors' Meeting with a passcode to enter the Creditors' Meeting by electronic means. For greater certainty, as provided by the Meeting Order, Affected Creditors that do not notify the Monitor that they will attend the Creditors' Meeting will not be provided with a passcode and will not be able to attend the Creditors' Meeting.

<sup>6</sup> Excludes amounts that may be paid by virtue of any creditors electing to file Convenience Class Claim Elections.

4. As part of the Creditors' Meeting, the Chair is required to direct a vote on the resolution to approve the Plan. Each Affected Creditor with a voting claim, other than a Convenience Class Creditor, shall be entitled to one vote equal to the dollar value of its Affected Claim as at the Filing Date and can either vote for or against the Plan. For voting purposes, a Convenience Class Creditor shall be deemed to have voted the full value of its Proven Claim in favour of the Plan. The only Persons entitled to vote at the Creditors' Meeting are Affected Creditors with Voting Claims. Intercompany Creditors cannot vote in favour of the Plan.
5. If an Affected Creditor does not wish to, or is not able to, attend the Creditors' Meeting, an Affected Creditor can appoint a Proxy holder to attend the meeting and vote on their behalf by submitting a Proxy. For a Proxy vote to be counted at the Creditors' Meeting, it must be received by no later than 5:00 p.m. (Toronto time) on the date that is three Business Days prior to the Creditors' Meeting (i.e., by 5:00 pm (Toronto Time) on December 13, 2021); provided that the Monitor may waive strict compliance with the time limits imposed for receipt of a Proxy if deemed advisable to do so by the Monitor, in consultation with the CCAA Entities. In the absence of instructions to vote for or against the acceptance of the Plan on the proxy form, the Proxy shall be deemed to accept the Plan, provided the Proxy holder does not otherwise exercise its right to vote at the Creditors' Meeting. An Affected Creditor that is not an individual may only attend and vote at the Creditors' Meeting if it has appointed a Proxy to attend and act on its behalf at the Creditors' Meeting.

## 7.0 Monitor's Assessment of the Plan

1. **The Monitor strongly recommends that Affected Creditors vote to accept the Plan.**
2. The Monitor's recommendation is based on the following:
  - a) as a result of the Intercompany Creditors agreeing to not participate in the Initial Distribution, the amount of the Initial Distribution **alone** results in a cash distribution to Affected Creditors on the Plan Implementation Date greater than they would receive if the CCAA Entities became bankrupt or were liquidated in the near term, even after considering the reserves contemplated under the Plan;
  - b) in addition to the Initial Distribution, creditors will benefit from future value that can be created in the Subsidiaries. The Plan is designed to allow the Subsidiaries to continue to grow their businesses with the assistance of management of the CCAA Entities so that value for these businesses can be maximized in due course, which value is to be distributed to Affected Creditors and Intercompany Creditors under the Plan; and
  - c) the alternative to the Plan is a liquidation (and likely a bankruptcy) of the CCAA Entities and a near term sale of the CCAA Entities' interest in the Subsidiaries, which in the Monitor's opinion will be detrimental to Affected Creditor recoveries as (i) purchasers will attempt to acquire those interests before the Subsidiaries' business plans have been fully executed and/or substantially advanced, (ii) the CCAA Entities do not have a controlling interest in the Subsidiaries and selling those interests on their own in the near term (as opposed to a sale of the Subsidiaries themselves) will be detrimental to value; and (iii) the Intercompany Creditors would share pro-rata with the Affected Creditors, which would materially dilute the recovery for Affected Creditors.

## 7.1 Comparative Distribution Analysis

1. A liquidation (or bankruptcy) of the CCAA Entities would have significant adverse consequences on the value of the CCAA Entities and the Subsidiaries for the following reasons:
  - a) a discontinuation of Metro's business would result in the loss of the back-office administrative, operational and strategic support that Metro provides to the Subsidiaries;
  - b) prospective purchasers of the Subsidiaries would use the discontinuation of Metro to try to opportunistically acquire the CCAA Entities' interests in the Subsidiaries;
  - c) the Subsidiaries continue to be relatively early-stage businesses - monetizing the CCAA Entities' interest in the Subsidiaries prematurely will not maximize recoveries for creditors for the reasons provided in Section 7.0(2)(c) above; and
  - d) recoveries to creditors would be eroded by the (i) professional costs of the wind-down of the CCAA Entities, (ii) administrative costs to retain management and administrative support for the Subsidiaries until they can be sold, and (iii) the superintendent's levy (the "Levy")<sup>7</sup> which is statutorily payable in a bankruptcy.
2. A comparison of the estimated recoveries to Affected Creditors under the Plan versus the estimated recoveries in a bankruptcy is provided in the table below.

Description	Notes	Amount (\$000s)	
		Plan	Bankruptcy
Funds available for distribution (estimated)	3(a)	8,150	8,150
Holdbacks under the Plan	3(b)	(3,034)	-
Convenience Class Creditor payments		(685)	-
Cost of bankruptcy / liquidation process, net of estimated accounts receivable and inventory realizations <sup>8</sup>	3(c)	-	(700)
<b>Funds available for distribution</b>		<b>4,431</b>	<b>7,450</b>
Affected Creditors		17,384	17,384
Convenience Class Creditors		-	685
Intercompany Claims	3(d)	-	11,000
CRA Provisional Claim	3(e)	-	3,200
<b>Total Claims</b>		<b>17,384</b>	<b>32,269</b>
<b>Initial Distribution (%)</b>		<b>25%</b>	<b>23%</b>

3. The following notes correspond to the references in the table:
  - a) Reflects the estimated cash balance as at November 17, 2021.
  - b) Comprised of the working capital holdback (\$2 million), Investment Reserve (\$1 million) and Disputed Claims Reserve (\$34,000).

<sup>7</sup> Being 5% of the first \$1 million of distributions to creditors.

<sup>8</sup> Excludes transaction costs for the Subsidiaries, which are assumed to be borne by the Subsidiaries under both scenarios.

- c) The liquidation scenario includes estimated costs of \$1 million, net of projected liquidation proceeds from the wind-down of Metro's CPG business. Costs, as noted above, include: (i) professional fees related to the wind-down of the CCAA Entities' businesses, including overseeing the Subsidiaries until they can be monetized; (ii) payroll and other costs required to retain Metro's employees to assist with the wind-down; and (iii) the Levy, which is not payable under the CCAA.
- d) Intercompany Creditors (being 38% of the total Proven Claims) have agreed to not participate in the Initial Distribution under the Plan. These claims rank equally with Affected Creditors on subsequent distributions under the Plan. In a bankruptcy, Intercompany Creditors are entitled to be paid on a pro-rata basis with all other unsecured creditors. This aspect of the Plan increases the Initial Distribution to Affected Creditors by approximately ten cents on the dollar value of their Affected Claims, as reflected below.

Description	Amount (\$000s)	
	Plan (as filed)	Without Intercompany Claim Subordination
Estimated funds available for Initial Distribution	4,431	4,431
Affected Creditor Claims (excluding Convenience Class Creditors) <sup>9</sup>	17,384	17,384
Intercompany Claims	-	11,000
Total Claims eligible for Initial Distribution	17,384	28,384
<b>Initial Distribution (%)</b>	<b>25.5%</b>	<b>15.6%</b>

- e) As set out in the Sixth Report, the CRA Provisional Claim would become a Proven Claim to the extent HST is not paid to creditors, as would be the case in a bankruptcy. For the purpose of this analysis, the CRA Provisional Claim of approximately \$3.2 million has been included in the bankruptcy scenario.

**4. Subject to the underlying assumptions above, the comparative analysis reflects that Affected Creditors are projected to receive a cash distribution on the Initial Distribution Date greater than they would receive in a bankruptcy, together with the opportunity to participate in the monetization of the Subsidiaries, which are projected to have materially greater value in the future than selling them in the near term. Additionally, in a near term liquidation, it is the CCAA Entities' non-controlling interests in the Subsidiaries that would be sold, which will have less value than in a sale of the Subsidiaries themselves.**

<sup>9</sup> Excludes Sun Life's claim discussed in Section 4.1(3) of this Report.



## 7.2 Preservation of Equity Interest in the Subsidiaries

1. Following the Initial Distribution, the Subsidiaries will be the primary source of recovery for Affected Creditors.
2. The Plan is designed to provide the Subsidiaries with the opportunity to grow their businesses. In this regard:
  - a) the purpose of the Investment Reserve (\$1 million) is to prevent the CCAA Entities' equity interests from being diluted in future equity raises by the Subsidiaries;
  - b) it provides the Subsidiaries with further time to grow their business and to complete strategic transactions in due course; and
  - c) it eliminates the risk that a forced sale of the CCAA Entities' minority interests in the Subsidiaries will result in immaterial transaction proceeds.
3. The Monitor reviewed publicly available information regarding comparable transactions completed in the food and beverage industry so that stakeholders would have the revenue multiples at which food and beverage entities transact (recognizing that the businesses referenced in the table are larger than Well and Handfuel).

Target Company	Purchase Price (US\$000s)	Multiple of Revenue
Jamba Juice	190,900	2.4
Suja	300,000	4.6
Dogfish Head Craft Brewery	363,000	3.2
Azunia Tequila	16,200	4.6
Aspall Cyder	54,600	1.3
Core Nutrition	525,000	4.0
AQUAhydrafit	50,800	3.4
Castle Brands Inc.	248,600	2.6
Median Multiple of Comparable Transactions		3.3

4. Well's pro-forma revenue for fiscal 2022 is projected to be \$11.5 million.

## 7.3 The Plan Preserves Metro's Business

1. The Plan provides for Metro to continue to operate in the normal course for the benefit of its business and the Subsidiaries.
2. Metro requires working capital to continue to operate in the normal course. The Plan contemplates that Metro will retain \$2 million to fund its working capital requirements post-Plan implementation. The Monitor is of the view that this holdback is reasonable and appropriate for the following reasons:
  - a) Metro's business provides the Subsidiaries with critical operational and strategic support that they would have to pay for if not funded by Metro. The Subsidiaries do not presently have the liquidity to pay these costs;
  - b) without the holdback, Metro will have a liquidity problem as Metro does not presently have an operating lender and it is not likely to be able to arrange such a facility in the near term as Metro has limited working capital assets;

- c) to the extent Metro's business generates free cash flow, the Plan provides that surplus cash will be transferred to the Creditor Distribution Pool for distribution to Affected Creditors; and
- d) **even after giving consideration to this holdback, due to the Intercompany Creditors not participating in the Initial Distribution, the Initial Distribution alone will provide a greater recovery to the Affected Creditors than they would receive if the CCAA Entities became bankrupt.**

## 8.0 Recommendation

1. The Monitor recommends Affected Creditors vote in favour of the Plan for the following reasons:
  - a) through the Initial Distribution, Metro's continued operation and the eventual monetization of the CCAA Entities' interest in the Subsidiaries, the Plan is intended to provide Affected Creditors with the opportunity to fully recover their Affected Claims against the CCAA Entities over time;
  - b) the Initial Distribution alone provides Affected Creditors with a cash distribution greater than they would receive in a liquidation or bankruptcy, even after considering the reserves contemplated by the Plan;
  - c) the Plan allows the Subsidiaries to continue to grow their businesses, with the support of Metro and its management, so that the value of the Subsidiaries can be maximized, with the proceeds distributed to creditors;
  - d) the CCAA Entities and the Monitor believe that recoveries to creditors will be maximized if the Subsidiaries have the opportunity to execute their business plans versus selling them in the near term;
  - e) Metro's surplus cash flow, if any, is to be distributed to its creditors;
  - f) the Investment Reserve allows the CCAA Entities to participate in future financings by the Subsidiaries so that the CCAA Entities' equity interests in the Subsidiaries are not diluted;
  - g) Affected Creditors will have visibility into the performance of the CCAA Entities and the Subsidiaries through oversight and reporting to be provided by the Monitor, as contemplated by the Plan;
  - h) the Plan has safeguards for the benefit of Affected Creditors, including that Intercompany Creditors have agreed to forbear from seeking repayment of the Intercompany Claims until the Promissory Note has been repaid or matured, and Mr. Shapiro has agreed that he will not receive consideration in his personal capacity that is not made available to the CCAA Entities<sup>10</sup>; and
  - i) in the Monitor's view, the Plan is fair and reasonable.

---

<sup>10</sup> Unless part of a general management incentive plan.

## 9.0 Next Steps

1. The Monitor is required, as soon as practicable following the Creditors' Meeting, to file a report with the Court that includes the result of the votes at the Creditors' Meeting, including whether the motion to vote on the resolution to approve the Plan has been accepted by the Required Majority of Affected Creditors, and such further and other information as determined by the Monitor to be necessary.
2. If the Plan is accepted by the Required Majority of Affected Creditors, the Meeting Order authorizes the CCAA Entities to bring a motion at the hearing scheduled for January 14, 2022 (the "Sanction Hearing") seeking the issuance of the Sanction Order that will, among other things, approve and sanction the Plan.
3. The Meeting Order provides that any party who wishes to oppose the final sanctioning of the Plan must serve the CCAA Entities, the Monitor and the parties listed on the Service List with a copy of the materials to be relied upon to oppose the motion for the Sanction Order, setting out the basis for such opposition, at least four days before the date set for the Sanction Hearing (i.e. on or before January 10, 2022).
4. Provided the Plan is approved by the Court, it will then need to be implemented by the CCAA Entities in accordance with its terms. It is expected that this will occur in the first quarter of 2022. Affected Creditors would receive their initial distributions at that time.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS MONITOR OF  
THE PARTNERS AND METRO  
AND NOT IN ITS PERSONAL CAPACITY**

## **Appendix “C”**

# PEI farmers seek answers after potato exports halted

Ban on fresh product to U.S. market amid fungus concerns causes shock within sector

IRENE GALEA

PEI farmers are calling on the federal government to explain Monday's decision to ban the export of fresh potatoes to the United States, saying the suspension came as a shock and could cost the province millions in lost revenue.

"It's going to be devastation," said Greg Donald, general manager of the PEI Potato Board. "The ripple effect is incomprehensible. I think this would be criminal if it wasn't reversed."

In October, the Canadian Food Inspection Agency suspended the export of seed potatoes to the U.S. after the produce was found to have a fungus that causes potato wart disease.

But on Monday the agency caught the industry off guard when it announced it was expanding the ban to include fresh potatoes. The ban does not include processed potatoes, or limit exports to other provinces or countries.

The U.S. market accounts for annual revenue of \$10-million, according to the potato board.

On Monday, federal Agriculture Minister Marie-Claude Bibeau said that the U.S. government had warned it would ban fresh PEI potato imports unless Canada acted first. If Canada had not imposed a suspension itself, she said, the ban would have been more difficult to reverse.

But according to the PEI Potato Board, the seed potatoes found to have warts were already ineligible to be shipped to any market outside of PEI, and fresh potatoes pose only a negligible risk of transmitting the fungus.

In a news release, the organization said it was "shocked" by the announcement, calling for an immediate reversal of the suspension.

The board said there has not been a single incidence of potato wart in any markets, including the U.S. and the rest of Canada, attributable to PEI since the wart was first discovered in that province in 2000, which it credits to its Potato Wart Domestic Long Term Management Plan.

"We don't understand. The minister said she believed in the science, and yet she went ahead and did this. So it was very obvious to us that was political," Mr. Donald said, suggesting that the U.S. calls for a ban could have been motivated by a desire to reduce competition for their own produce.

But Bill Zylmans, chair of the Canadian Potato Council, an umbrella group for provincial potato grower associations, said the decision is a good opportunity to confirm the science and restore trust with the United States.

"We need a bit of a breather to analyze everything that's working and what possibly needs to be tweaked to rebuild the confidence from our trading partners," he said. "Let's take a step back, then sit down with the angst and temperature a little lower to redevelop the confidence that we once had."

According to Kevin MacIsaac, general manager of the United Potato Growers of Canada, farmers might need financial support if the suspensions are not lifted quickly.

"I think if the federal government is go-



PEI's potato industry is worth more than \$1.3-billion a year and employs 8 per cent of the island's work force, according to the PEI Potato Board. The province produces one-quarter of Canada's potatoes. ANDREW VAUGHAN/THE CANADIAN PRESS

ing to limit trade, there would have to be some discussion on compensation," Mr. MacIsaac said.

He acknowledged that the situation was rapidly changing, as the news was only announced on Monday, so there "hasn't been enough time yet to really get into those details."

PEI's potato industry is worth more than \$1.3-billion a year and employs 8 per cent of the island's work force, according to the PEI Potato Board. The province produces one-quarter of Canada's potatoes.

In a news conference on Monday, PEI Premier Dennis King called on the government to reverse the suspension or provide additional financial assistance should it continue. He said his government would provide a \$10-million contingency fund to support the industry, but recognized that this would be a small percentage of what could be lost.

Despite the PEI Potato Board's claim there was a very low risk of spreading the

fungus, the discovery of the wart last month prompted the U.S. National Potato Council and 13 state organizations to call for the ban on PEI potato imports, according to chief executive officer Kam Quarles.

The U.S. council said in a news release that its domestic industry stands to lose \$205-million in annual sales should the wart be transmitted across the border, as the industry would lose access to all international fresh-potato markets.

"We sympathize with the growers in PEI," Mr. Quarles said. "Economically it's not a good situation for either the U.S. or for PEI. But unfortunately, the threat of the disease spreading further vastly overwhelms those sales."

Mr. Quarles said that, before lifting the suspension, the Canadian Food Inspection Agency could have to conduct evaluations of where warts were coming from, including inspecting fields, tracing the movement of crops, and conducting an analysis of how big the outbreak is.

# U.S. will require essential travellers crossing land borders to be fully vaccinated

ZAKE MILLER WASHINGTON

U.S. President Joe Biden will require essential, non-resident travellers crossing U.S. land borders, such as truck drivers, government and emergency-response officials, to be fully vaccinated beginning on Jan. 25, the administration planned to announce Tuesday.

A senior administration official said the requirement, which the White House previewed in October, brings the rules for essential travellers in line with those that took effect earlier this month for leisure travellers, when the United States reopened its borders to fully vaccinated individuals.

Essential travellers entering by ferry will also be required to be fully vaccinated by the same date, the official said. The official spoke to the Associated Press on the condition of anonymity to preview the announcement.

The rules pertain to non-U.S. nationals. American citizens and permanent residents may still enter the U.S. regardless of their

vaccination status, but face additional testing hurdles because officials believe they more easily contract and spread COVID-19 and in order to encourage them to get a shot.

The Biden administration pushed the requirement for essential travellers by more than two months from when it went into effect on Nov. 8 for

non-essential visitors to prevent disruptions, particularly among truck drivers who are vital to North American trade.

While most cross-border traffic was shut down in the earliest days of the pandemic, essential travellers have been able to transit unimpeded.

ASSOCIATED PRESS

## BUSINESS CLASSIFIED

TO PLACE AN AD CALL: 1-866-999-9237 EMAIL: ADVERTISING@GLOBEANDMAIL.COM

### LEGALS

**NOTICE OF CREDITORS' MEETING**  
**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")**  
AND **IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL CORP IN RESPECT OF METRO 360 GENERAL PARTNERSHIP (the "CCAA Entities")**

**TAKE NOTICE** that, pursuant to the Meeting Order of the Ontario Superior Court of Justice (Commercial List) ("Court") made on November 17, 2021, a virtual meeting of the Affected Creditors of the CCAA Entities ("Creditors' Meeting") will be held on December 16, 2021 at 1:00 p.m. (Toronto time) to consider and vote on the CCAA Entities' Plan of Compromise or Arrangement ("Plan").

Parties intending to attend the Creditors' Meeting (in person by electronic means or by proxy) are required to notify KSV Restructuring Inc., the Court-appointed monitor of the CCAA Entities ("Monitor"), to the attention of Martaza Talbot at [mtalbot@ksvadvisory.com](mailto:mtalbot@ksvadvisory.com), by 5:00 p.m. (Toronto time) on Friday, December 10, 2021, to obtain login information to access the Creditors' Meeting.

Affected Creditors may attend the Creditors' Meeting in person by electronic means or may appoint another person as their proxyholder by completing the form of proxy available on the Monitor's website at: [www.ksvadvisory.com/experience/case/metro-360-general-partnership-in-respect-of-the-ccaa-entities](http://www.ksvadvisory.com/experience/case/metro-360-general-partnership-in-respect-of-the-ccaa-entities) (the "Monitor's Website"). Affected Creditors who are not individuals may only attend and vote at the Creditors' Meeting if a proxyholder has been appointed to act on their behalf. Affected Creditors with Proven Claims of C\$2,500 or less, and those with higher claims who elect to receive C\$2,500 or less, will, if the Plan is approved by the Court, receive payment in full and are therefore deemed to vote in favour of the Plan and need not attend the Creditors' Meeting.

Proxies must be received by the Monitor to the attention of Martaza Talbot at [mtalbot@ksvadvisory.com](mailto:mtalbot@ksvadvisory.com), by 5:00 p.m. (Toronto time) on Monday, December 13, 2021.

**ALSO TAKE NOTICE** that if the Plan is approved at the Creditors' Meeting, the CCAA Entities intend to bring a motion before the Court on January 14, 2022 at 11:00 a.m. (Toronto time) seeking a Court order sanctioning the Plan. Any person wishing to oppose such relief must serve a copy of the materials to be used in opposition upon the lawyers for the CCAA Entities and the Monitor as well as those parties listed on the service list in the CCAA proceedings (which is posted on the Monitor's Website) by 5:00 p.m. (Toronto time) on Monday, January 10, 2022, or such other date determined by the Monitor in consultation with the CCAA Entities.

Further details regarding the Creditors' Meeting, including the Electronic Meeting Protocol for the virtual Creditors' Meeting, are available on the Monitor's Website.

DATED this 24th day of November, 2021.

To subscribe CALL 1-800-387-5400 | [TCAM.CA/SUBSCRIBE](mailto:TCAM.CA/SUBSCRIBE)

**NOTICE OF BANKRUPTCY AND FIRST MEETING OF CREDITORS**

**IN THE MATTER OF THE BANKRUPTCY OF MAHAL VENTURE CAPITAL INC., OF THE CITY OF BRANTFORD, IN THE PROVINCE OF ONTARIO**

Notice is hereby given that the bankruptcy of Mahal Venture Capital Inc. occurred on November 15, 2021, and that the first meeting of creditors will be held on December 6, 2021 at 10:00 a.m., to be convened via Zoom at: <https://us06web.zoom.us/j/587588271222?pwd=VW9wZkRhdUJvbnR1LS1uSk42JmR1Z09kZm9udDA4>. Meeting ID: 897 5627 1222. Passcode: 714365.

DATED at Toronto, this 24th day of November, 2021.

**KSV RESTRICTURING INC. LICENSED INSOLVENCY TRUSTEE**  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

**NOTICE OF BANKRUPTCY AND FIRST MEETING OF CREDITORS**

**IN THE MATTER OF THE BANKRUPTCY OF GOLDEN MILES FOOD CORPORATION, OF THE CITY OF BRANTFORD, IN THE PROVINCE OF ONTARIO**

Notice is hereby given that the bankruptcy of Golden Miles Food Corporation occurred on November 15, 2021 and that the first meeting of creditors will be held on December 6, 2021 at 10:30 a.m., to be convened via Zoom at: <https://us06web.zoom.us/j/82534560976?pwd=VW9wZkRhdUJvbnR1LS1uSk42JmR1Z09kZm9udDA4>. Meeting ID: 825 3456 0976. Passcode: 895015.

DATED at Toronto, this 24th day of November, 2021.

**KSV RESTRICTURING INC. LICENSED INSOLVENCY TRUSTEE**  
150 King Street West, Suite 2308  
Toronto, Ontario M5H 1J9

**BUSINESS TO BUSINESS**

**AIRCRAFT**

**RCAP History from CANAV Books** - The best in RCAP history for any fan. The Canadair Sabre, Evolution of an Air Force, Fighter Pilots and Observers, Bombing and Coastal Operations, etc. For full list and details email [larry@canavbooks.com](mailto:larry@canavbooks.com) and visit [www.canavbooks.wordpress.com](http://www.canavbooks.wordpress.com)

**Sports**

TO SUBSCRIBE 1-866-999-9237  
[TCAM.CA/SUBSCRIBE](mailto:TCAM.CA/SUBSCRIBE)

## ZOOM SHARES HIT 17-MONTH LOW AS REVENUE GROWTH SLOWS

Shares of Zoom Video Communications Inc. slumped to 17-month lows on Tuesday after the video-conferencing platform posted its slowest quarterly revenue growth amid stiff competition from deep-pocketed rivals Cisco Systems Inc., Microsoft Corp. and Salesforce.com Inc.

The company on Tuesday posted a better-than-expected third-quarter revenue of US\$1.05-billion, although that came at a 35-per-cent jump, compared with an astronomical 366 per cent in the pandemic-hit year earlier.

"With top-line growth still weighed down by weakening trends in the micro segment from pull-forward and temporary pandemic business, we look for a clear line of sight to the growth trough," said brokerage Needham.

Zoom's addition of new customers with more than 10 employees also grew at its slowest pace at 18 per cent, below pre-pandemic levels when the company was not yet a household name.

The company's growth at small and medium businesses might be saturating, while it has barely penetrated the large enterprise market. Third Bridge analyst Joe McCormack said.

However, developing it into a contact centre product will take longer after its US\$14.7-billion deal to buy call-centre software provider Five9 fell through last month.

Shares of Zoom fell more than 14 per cent to close Tuesday at US\$206.64. The stock has nearly halved in value since hitting a peak of US\$114-billion last year as the pandemic raged.



REUTERS

## **Appendix “D”**

**IN THE MATTER OF THE COMPANIES' CREDITORS  
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF 957855 ALBERTA LTD. (FORMERLY  
NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL  
CORP. IN RESPECT OF METRO 360 GENERAL  
PARTNERSHIP**

**NOTICE OF MEETING OF CREDITORS**

---

**TO: The Affected Creditors of 957855 Alberta Ltd. (formerly NewsWest Inc.), Rosebud  
Creek Financial Corp. and Metro 360 General Partnership**

**PLEASE TAKE NOTICE** that on April 6, 2020, 957855 Alberta Ltd. (formerly NewsWest Inc.) and Rosebud Creek Financial Corp., as the partners of Metro 360 General Partnership (collectively, the “**CCAA Entities**”), filed notices of intention to make a proposal under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, in order to initiate proceedings (the “**Proposal Proceedings**”) to implement the sale of the book, magazine and newspaper wholesale distribution business carried on by Metro 360 General Partnership. On June 17, 2020, pursuant to an Initial Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), the Proposal Proceedings were taken up and continued under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). The Initial Order appointed KSV Restructuring Inc. as the monitor of the CCAA Entities (in such capacity, the “**Monitor**”).

As part of the CCAA proceedings, the CCAA Entities filed a plan of compromise and arrangement (as may be amended, restated, modified or supplemented from time to time, the “**Plan**”) under the CCAA and on November 17, 2021 obtained an Order of the Court (the “**Meeting Order**”) authorizing the CCAA Entities to convene, hold and conduct a meeting of creditors (the “**Creditors' Meeting**”) to consider and vote upon the Plan.

The Creditors' Meeting will take place at 1:00 p.m. (Toronto time) on December 16, 2021. Creditors' Meeting will be held virtually and will be chaired by the Monitor.

Parties intending to attend the Creditors' Meeting are required to notify the Monitor to the attention of Murtaza Tallat at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com) by 5:00 p.m. (Toronto time) at least four (4) Business Days preceding the Meeting Date (i.e.: **Friday, December 10, 2021**) in order to obtain a unique control number and login password to access the Creditors' Meeting by electronic means.

Affected Creditors with one or more Proven Claims in an amount less than or equal to CA\$2,500 in the aggregate (in each case, a “**Convenience Class Creditor**”) will be deemed to vote in favour of the Plan. Affected Creditors with one or more Proven Claims in an amount in excess of CA\$2,500 may file a Convenience Class Claim Election pursuant to which such Affected Creditor may elect to be treated as a Convenience Class Creditor and receive only the Cash Election Amount of CA\$2,500

and shall be deemed thereby to vote in favour of the Plan. A Convenience Class Claim Election must be received by the Monitor to the attention of Murtaza Tallat at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com) by 5:00 p.m. (Toronto time) at least three (3) Business Days preceding the Meeting Date (i.e.: **Monday, December 13, 2021**) (the “**Election/Proxy Deadline**”).

Any Affected Creditor who is unable to attend the Creditors’ Meeting may vote by proxy, subject to the terms of the Meeting Order. Any Affected Creditor who is not an individual may only attend and vote at the Creditors’ Meeting if a proxyholder has been appointed to act on its behalf at the Creditors’ Meeting. In order to be effective, proxies must be received by the Monitor to the attention of Murtaza Tallat at [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com) by the Election/Proxy Deadline.

In order for the Plan to be approved and binding in accordance with the CCAA, the Plan must be approved by a majority in number of Affected Creditors who represent at least two-thirds in value of the Voting Claims of such Affected Creditors who actually vote on the Plan (in person or by Proxy) at the Creditors’ Meeting or who are deemed to vote on the Plan in accordance with the Plan and the Meeting Order (the “**Required Majority of Creditors**”).

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved at the Creditors’ Meeting by the Required Majority of Creditors, the CCAA Entities intend to make a motion to the Court seeking an order sanctioning the Plan pursuant to the CCAA (the “**Sanction Order**”) returnable on January 14, 2022, or such other date as may be set by the Court. Any person wishing to oppose the motion for the Sanction Order must serve a copy of the materials to be used to oppose the motion and setting out the basis for such opposition upon the lawyers for the CCAA Entities and the Monitor as well as those parties listed on the service list in the CCAA proceedings (which is posted on the Monitor’s Website). Such materials must be served **by no later than 5:00 p.m.** (Toronto time) on the date that is at least four (4) days before the date set for the Sanction Hearing (i.e.: **January 10, 2022**), or such other date determined by the Monitor in consultation with the CCAA Entities.

Further details regarding the Creditors’ Meeting, including copies of the Meeting Order, the Plan, the Electronic Meeting Protocol for the virtual Creditors’ Meeting, the form of Proxy to be used for the purpose of voting on the Plan and the Convenience Class Claim Election form are all available on the Monitor’s website: <https://www.ksvadvisory.com/insolvency-cases/case/metro360>.

All capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Meeting Order or the Plan.

**DATED** at Toronto, Ontario, this 19<sup>th</sup> day of November, 2021.



## **Appendix “E”**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.  
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND  
ROSEBUD CREEK FINANCIAL CORP.  
IN RESPECT OF METRO 360 GENERAL PARTNERSHIP**

**MINUTES OF THE MEETING OF AFFECTED CREDITORS**

1. The following are minutes of the meeting of the Affected Creditors<sup>1</sup> of 957855 Alberta Ltd. (formerly NewsWest Inc.) ("957") and Rosebud Creek Financial Corp. ("Rosebud" and together with 957, the "Partners"), being the partners of Metro 360 General Partnership ("Metro" and together with the Partners, the "CCAA Entities") held virtually using the LUMI Global Canada ("LUMI") video platform, on December 16, 2021 at 1:00 p.m. (Toronto time) (the "Meeting") in accordance with a court order issued on November 17, 2021 (the "Meeting Order").
2. The purpose of the Meeting was to consider and vote on the CCAA Entities' Plan of Compromise and Arrangement dated December 16, 2021 (the "Plan").
3. At 1:00 p.m. (Toronto time), Bobby Kofman of KSV Restructuring Inc. ("KSV" or the "Monitor"), acting as Chair pursuant to paragraph 21 of the Meeting Order, called the meeting to order.
4. After reviewing the attendance list of those Affected Creditors present in person or by proxy (a copy of which is provided in Appendix "A" hereto), Mr. Kofman declared the meeting validly constituted and confirmed there was a quorum as there was at least one Affected Creditor present in person or by proxy.
5. Mr. Kofman introduced the following participants on behalf of the Monitor and the CCAA Entities:
  - David Sieradzki and Murtaza Tallat, representing the Monitor;
  - Sean Zweig and Danish Afroz of Bennett Jones LLP, counsel to the Monitor;
  - Daniel Shapiro, President and CEO of the CCAA Entities, and Brian Damianidis, CFO of the CCAA Entities; and
  - Joe Latham and Andrew Harnes of Goodmans LLP, legal counsel to the CCAA Entities.

---

<sup>1</sup> Unless otherwise defined herein, capitalized terms have the meaning provided to them in the Plan or the Meeting Order.

6. Mr. Kofman appointed representatives of LUMI to act as scrutineer of the Meeting.
7. Mr. Kofman advised that he would act as Chair of the meeting pursuant to Paragraph 21 of the Meeting Order. Mr. Kofman advised that, as Chair, he is authorized to decide all matters at the Meeting pursuant to the Meeting Order, subject to further court order.
8. Mr. Kofman advised that Murtaza Tallat of KSV would act as Recording Secretary for the Meeting.
9. Mr. Kofman advised that the Information Package was provided to creditors in advance of the Meeting and had been uploaded to the LUMI platform. Mr. Kofman also advised that the following documents were uploaded to the LUMI platform:
  - a copy of the notice sent by email or regular mail to all creditors on or around November 22, 2021 in accordance with the Meeting Order; and
  - a copy of the tear sheet confirming that the notice of the meeting was published in *The Globe and Mail* newspaper on November 24, 2021.
10. Mr. Kofman presented the agenda for the meeting, including a review of the Monitor's Seventh Report to Court dated November 22, 2021 (the "Plan Assessment Report") and a question and answer period. Mr. Kofman advised that, following the question and answer period, the Meeting would be adjourned to vote on the Plan and to tabulate the votes.
11. **Plan Assessment Report**

Mr. Kofman asked Mr. Sieradzki to review the Plan Assessment Report.

**Purpose of the Plan**

Mr. Sieradzki advised that the purpose of the Plan is to:

- implement a restructuring of the CCAA Entities;
- settle and pay Affected Claims so that they have opportunity to receive payment in full over time;
- discharge and release of all Affected Claims and Released Claims;
- implement the CRA Claims Agreement;
- enable Metro to continue to operate as a going concern; and
- provide the Subsidiaries time to execute their strategic plans so that they can be monetized in due course.

### **Summary of the Metro's Restructuring Initiatives**

Mr. Sieradzki asked Mr. Shapiro to discuss Metro's restructuring initiatives, financial performance and the business of the Subsidiaries.

Mr. Shapiro advised that the restructuring initiatives included:

- completing a sale of Metro's former literature distribution business to Great Pacific Enterprises Inc. d/b/a TNG ("TNG"), the primary benefits included:
  - eliminating Metro's cash burn related to the literature business;
  - reducing headcount from 350 to 27 employees and significantly reducing overhead costs;
  - preserving employment for hundreds of employees retained by TNG (which significantly reduced claims against Metro); and
  - reducing Metro's vendor obligations by over \$32 million by virtue of an orderly inventory return process;
- continuing to implement overhead cost savings;
- implementing executive wage concessions and a freeze on bonuses;
- refocusing Metro's operations to the distribution of consumer-packaged goods; and
- facilitating the growth of the Subsidiaries.

### **Summary Metro's Financial Performance**

- Mr. Shapiro discussed Metro's budget for fiscal 2022, as summarized in the following table:

<b><i>Description</i></b>	<b><i>(\$000s)</i></b>
Sales	5,115
Gross Margin	1,074
Gross Margin (%)	21%
EBITDA	(938)

- Mr. Shapiro advised that Metro's business has been negatively impacted by the pandemic and the ongoing CCAA proceedings have impaired its ability to secure new clients and/or listings.
- Mr. Shapiro advised that management expects sales to increase on emergence from CCAA. Mr. Shapiro said that Metro's objective is to double sales over the next 18 months.

- Mr. Shapiro explained that Metro provides critical management, administrative and strategic support to the Subsidiaries, for which Metro is not reimbursed approximately \$830,000 annually.
- Mr. Shapiro explained that the Subsidiaries do not have the liquidity to fund these support services provided by Metro at this time.

### **Subsidiaries**

- Mr. Shapiro advised that the Subsidiaries are (largely) private businesses in which Metro and/or Rosebud holds a minority equity interest.
- Mr. Shapiro provided additional details and updates regarding the business and operations of the Subsidiaries, including recent milestones.

### **Claims Procedure Summary**

- Mr. Sieradzki summarized the results of the claims procedure carried out by the Monitor to solicit and determine claims against the CCAA Entities and their directors and officers in accordance with the Claims Procedure Order.
- Mr. Sieradzki advised that the total admitted claims against the CCAA Entities is approximately \$29.6 million, as summarized in the following table:

<b>Creditor</b>	<b>Number of Claims</b>	<b>Amount (\$000s)</b>
Trade vendor claims	947	12,106
Intercompany claims	3	11,000
Employee claims	85	2,538
Late-filed claims	88	3,041
CRA and other tax claims	5	889
<b>Total</b>	<b>1,128</b>	<b>29,574</b>

- Mr. Sieradzki advised that the table does not include:
  - four Disputed Claims totaling approximately \$12,500; and
  - a provisional claim filed by CRA for approximately \$3.2 million (the "CRA Provisional Claim").
- Mr. Sieradzki advised that the CCAA Entities' negotiations of a settlement with CRA, which resulted in the CRA Provisional Claim, had delayed the filing of the Plan in these proceedings.

### **Creditors**

- Mr. Sieradzki advised that there is one class of creditors for voting purposes under the Plan.
- Mr. Sieradzki advised that Intercompany Creditors are considered Unaffected Creditors under the Plan.
- Mr. Sieradzki advised that certain Affected Creditors are to be considered Convenience Class Creditors under the Plan. A Convenience Class Creditor is an Affected creditor with a Proven Claim that is:
  - less than or equal to \$2,500; or
  - in excess of \$2,500 if such Affected Creditor elects to value its claim at \$2,500 pursuant to a Convenience Class Claim Election.

### **Distributions**

- Mr. Sieradzki advised that it is expected that there will be an initial cash distribution to Affected Creditors in early 2022 (the “Initial Distribution”), at which time Affected Creditors will receive:
  - Convenience Class Creditors: each Convenience Class Creditor will receive a cash payment in the amount equal to the lesser of the following:
    - its Proven Claim; and
    - \$2,500.
  - Every other Affected Creditor will receive:
    - payment of its Pro Rata Share of the balance of the Creditor Distribution Pool Account as an Initial Distribution; and
    - the balance of its Proven Claim remaining after the Initial Distribution by way of an entitlement to such Affected Creditor’s Pro Rata Share of the Promissory Note.
- Mr. Sieradzki advised that the Intercompany Creditors agreed to not participate in the Initial Distribution, thereby significantly increasing the cash payment to Affected Creditors under the Plan.
- Mr. Sieradzki advised that the Promissory Note will be issued by the CCAA Entities and held by the Monitor on behalf of the Affected Creditors.

- Mr. Sieradzki advised that the CCAA Entities are required to distribute 100% of the following on a pro rata basis among the Affected Creditors and Intercompany Creditors:
  - the Net Proceeds of any sale by a CCAA Entity of its equity interest in any Subsidiary;
  - a CCAA Entity's share of the Net Proceeds of any sale by any Subsidiary of all or a majority of the aggregate value of its assets; and/or
  - Excess Cash, if any.
- Mr. Sieradzki advised that the Initial Distribution is estimated to be 25% of Affected Creditor Claims (excluding Convenience Class Creditors) and the Promissory Note is estimated to be approximately \$13.4 million.
- Mr. Sieradzki advised that the actual amounts of the Initial Distribution and the Promissory Note are subject to change in accordance with, among other things, the CCAA Entities' actual cash balance on the Initial Distribution Date.

#### **Comparative Distributions**

- Mr. Sieradzki advised that the alternative to the Plan is a liquidation and likely a bankruptcy of the CCAA Entities.
- Mr. Sieradzki explained why a liquidation/bankruptcy would impair recoveries to the creditors.
- Mr. Sieradzki advised that Affected Creditors would receive an estimated 23¢ on the dollar in a liquidation, compared to the estimated 25¢ on the dollar by way of the Initial Distribution under the Plan.
- Mr. Sieradzki explained that the Initial Distribution alone exceeds the projected recovery to Affected Creditors in a liquidation/bankruptcy, before considering any proceeds generated from the sale of minority interests in the Subsidiaries, which are highly uncertain outside a going-concern sale of the business.

#### **Holdback and Reserve**

- Mr. Sieradzki advised that the Plan contemplates a \$1 million Investment Reserve to provide the CCAA Entities with the option to participate in future capital raises of the Subsidiaries, thereby preventing dilution of their interests.

- Mr. Sieradzki advised that the Plan also contemplates a \$2 million working capital holdback to fund Metro's ongoing operations, the cost of the CCAA proceedings and Metro's costs to provide management and administrative support services to the Subsidiaries.
- Mr. Sieradzki advised that, in the Monitor's view, the reserves facilitate the purposes of the Plan, and that notwithstanding the reserves, the Plan provides recoveries to Affected Creditors greater than in a liquidation.

### **Plan Safeguards and Transparency**

- Mr. Sieradzki advised that the Plan provides for certain safeguards to protect the interests of Affected Creditors. Mr. Sieradzki detailed the safeguards with respect to Intercompany Creditors and Mr. Shapiro, including the Monitor's continuing involvement post-implementation of the Plan, which consists of certain oversight and reporting responsibilities until the Promissory Note is paid in full.

### **The Monitor's Recommendation**

- Mr. Sieradzki summarized the basis for the Monitor's recommendation that creditors vote to accept the Plan as set out in the Plan Assessment Report. Mr. Sieradzki referenced Section 8 of the Plan Assessment Report, which includes its detailed list of reasons the Monitor supports the Plan.

### **Plan Implementation**

- Mr. Sieradzki stated that the material conditions precedent to the Plan's implementation are:
  - acceptance by the Required Majority of Affected Creditors; and
  - the Sanction Order being granted by the Court.

## 12. **Questions**

Mr. Kofman opened the floor to questions. Attendees were provided the opportunity to ask questions in writing through the LUMI platform or over the phone. Only written questions were submitted. A list of the questions submitted and responded to by the Monitor is provided in Appendix "B".

## 13. **Direction of Vote**

Mr. Kofman advised that for the Plan to be accepted by the Affected Creditors, a majority in number and over two-thirds in dollar value of the voting creditors, whether in person or by proxy, is required to vote in favour of the Plan.



Mr. Kofman advised that, pursuant to the Meeting Order, he was authorized to direct a vote with respect to the resolution to approve the Plan. Mr. Kofman read the resolution to be voted upon:

*“The Plan of Compromise and Arrangement of 957855 Alberta Ltd. (Formerly Newswest Inc.) and Rosebud Creek Financial Corp. in respect of Metro 360 General Partnership dated December 16, 2021, made pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (the “Plan”), which Plan is substantially in the form attached as Exhibit “A” to the Affidavit of Daniel P. Shapiro sworn November 10, 2021, which Plan has been sent to creditors in accordance with the Order of the Ontario Superior Court of Justice made November 17, 2021 (and presented to this meeting, as such Plan may be amended, restated, supplemented and/or modified as provided for in the Plan) be and it is hereby accepted, approved, agreed to and authorized.”*

Mr. Kofman advised that the vote to approve the Plan would be conducted using the voting buttons on LUMI’s platform. Mr. Kofman adjourned the meeting to allow creditors to vote and for LUMI and the Monitor to review and tabulate the votes.

14. **Meeting Reconvened**

After approximately 10 minutes, Mr. Kofman declared the Meeting reconvened. Mr. Tallat announced that based on the voting results, pursuant to which the Plan was unanimously accepted by the creditors, the resolution to approve the Plan has been duly carried by the Required Majority of creditors voting in person or by proxy. Accordingly, Mr. Tallat declared the Plan approved by the statutory majority of creditors. A copy of the Scrutineer’s report setting out the voting results is provided in Appendix “C”.

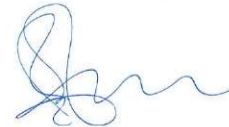
15. **Monitor’s Report and Sanction Hearing**

Mr. Kofman advised that the Monitor will file a report with the court summarizing the results of the vote and that the Sanction Hearing is scheduled to take place on January 14, 2022.

16. **Termination of Meeting**

Mr. Kofman advised that, unless there are further questions, the Monitor, using its proxies, would make a motion to terminate the Meeting. As there were no further questions, he declared the Meeting terminated at approximately 1:42 p.m. (Toronto time).

Dated at Toronto, Ontario this 7<sup>th</sup> day of January, 2022.



---

Bobby Kofman, Chair



---

Murtaza Tallat, Recording Secretary

## Attendance List at the CCAA Entities' Creditors' Meeting

No.	Name	Representing
1	Bobby Kofman, David Sieradzki and Murtaza Tallat	KSV Restructuring Inc., in its capacity as Monitor
2	Sean Zweig and Danish Afroz	Bennett Jones LLP, counsel to the Monitor
3	Daniel Shapiro and Brian Damianidis	CCAA Entities
4	Joe Latham and Andrew Harmes	Goodmans LLP, external counsel to the CCAA Entities
5	Geraldine Stockall	Geraldine Stockall
6	Pamela Mason	Pamela Mason
7	Brianna Mei	Brianna Mei
8	Colleen Pittman	Colleen Pittman
9	Jim Lavoie	Shared Health Inc.
10	Brian Coe	Brian Coe
11	Tania Spencer	Tania Spencer
12	Kim Gosse	Kim Gosse
13	Stephanie D. Sanchez	Stephanie D. Sanchez
14	Annette Giardinazzo	Annette Giardinazzo
15	Greg Murriel	Greg Murriel
16	Andrea Levendakis	Andrea Levendakis
17	Jade Vincent	Jade Vincent
18	Jose Cabrera	Jose Cabrera
19	Shamima Mahmud	Shamima Mahmud
20	Joel Hjartarson	Joel Hjartarson
21	Marc Margolies	Daily Racing Form (Sports Information Group LLC)
22	Scott Gosse	Scott Gosse
23	Steve Jacobs	Steve Jacobs
24	Michael Jackson	Michael Jackson
25	Thomas Sozek	Hachette Book Group
26	Mark Lafranier	Microvite Investments o/a Disticor Magazine Distribution Services
27	Shantel Saliga	First Air (Arctic Co-operatives Limited)
28	Michelle Delavega	Penguin Random House Canada Ltd.
29	Hazel Primack-Shelley	Hazel Primack-Shelley

## Questions asked at the CCAA Entities' Creditors' Meeting

No.	Name
1	How will the Promissory Note be paid?
2	The Plan is based on the assumption that Subsidiaries will sell - while I hope for success for these businesses, what is the financial stability /profitability of them right now and what happens if they go in to CCAA protection during the Promissory Note phase of the Plan?
3	Is the Promissory Note time-limited in any way or does it remain in effect indefinitely or until all claims have been paid?
4	Once the Plan is voted on, can the balance of the Promissory Note be reduced for any reason?
5	What percentage of Claims are currently classified as Convenience Class Creditors?
6	If the review is done every 6 months when would amounts be paid out?
7	When can we expect to receive the initial 25% value of our claims?
8	Do any current Metro employees have claims submitted?
9	When Metro emerges from protection, will they be hiring staff to try to increase sales?

**MEETING OF AFFECTED CREDITORS OF  
957855 ALBERTA LTD. (FORMERLY NEWSWEST  
INC.) AND ROSEBUD CREEK FINANCIAL CORP.  
IN RESPECT OF METRO 360 GENERAL  
PARTNERSHIP (collectively, the "CCAA Entities")**

**SCRUTINEER'S REPORT ON THE RESULTS OF  
THE VOTE ON THE PLAN OF COMPROMISE  
AND ARRANGEMENT**

The undersigned Scrutineer hereby reports the results of the vote of the CCAA Entities' Creditors who voted in person or by proxy with respect to the resolution to approve the Plan.

	Number	%	Value (C\$ 000's)	%
For acceptance	705	100.0	8,123	100.0
Opposed	-	0.0	-	0.0
Total	705	100.0	8,123	100.0

Dated: January 04, 2022

Scrutineer's signature: \_\_\_\_\_

Scrutineer's name: PASCAL LEBLANC

## **Appendix “F”**

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.  
1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND ROSEBUD CREEK  
FINANCIAL CORP. IN RESPECT OF METRO 360 GENERAL PARTNERSHIP**

**APPLICATION UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AFFIDAVIT OF DAVID SIERADZKI  
(Sworn January 7, 2022)**

I, David Sieradzki, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

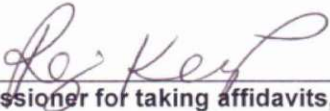
1. I am a Managing Director of KSV Restructuring Inc. ("KSV").
2. Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) ("Court") made on June 17, 2020, as amended (the "Initial Order"), Rosebud Creek Financial Corp. ("Rosebud") and 957855 Alberta Ltd. ("957") were granted protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "CCAA"), and KSV was appointed monitor ("Monitor").
3. I have been involved in this mandate since its outset, which pre-dates the date of the Initial Order. As such, I have knowledge of the matters to which I hereinafter depose.
4. On January 7, 2022, the Monitor finalized its Eighth Report to Court (the "Eighth Report") in which it provided a summary of its activities with respect to these CCAA proceedings. The Eighth Report also provides information concerning the Monitor's fees and disbursements and those of its legal counsel, Bennett Jones LLP.
5. I hereby confirm that attached as Exhibit "A" hereto are true copies of the accounts of KSV for the period November 1, 2021 to December 31, 2021 and confirm that these accounts accurately reflect the services provided by KSV in this matter and the fees and disbursements reflected therein.

6. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to all members of KSV who have worked on this matter, including their roles, hours and rates, and I hereby confirm that the list represents an accurate account of such information.

7. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

8. I also confirm that the Monitor has not received, nor expects to receive, nor has the Monitor been promised any remuneration or consideration other than the amounts claimed in the accounts.

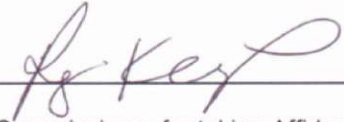
SWORN BEFORE ME at the City of Toronto, )  
in the Province of Ontario, this 7<sup>th</sup> day of )  
January, 2022. )

  
\_\_\_\_\_  
Commissioner for taking affidavits, etc. )

  
\_\_\_\_\_  
DAVID SIERADZKI

Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF DAVID SIERADZKI  
SWORN BEFORE ME THIS 7<sup>TH</sup> DAY OF JANUARY, 2022



---

A Commissioner for taking Affidavits, etc.

Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.





**ksv advisory inc.**

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

---

## INVOICE

Metro 360 General Partnership et al  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

December 8, 2021

**Attention: Daniel Shapiro**

Invoice No: 2419

HST #: 818808768RT0001

**Re: Rosebud Creek Financial Corp. and 957855 Alberta Ltd. (jointly, the “Partners”) and Metro 360 General Partnership (“Metro”, and together with the Partners, the “CCAA Entities”)**

For professional services rendered during November 2021 pursuant to Metro’s proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”), including:

- Attending conference calls on November 5, 9 and 10, 2021 and corresponding extensively by email during November with Daniel Shapiro, Metro’s President and CEO, Brian Damianidis, Metro’s CFO, Goodmans LLP (“Goodmans”) and Bennett Jones LLP (“Bennett Jones”) regarding the CCAA proceedings, particularly in respect of the claims process and the plan of compromise and arrangement (the “Plan”) filed by the CCAA Entities on or around November 10, 2021;
- Reviewing and commenting on multiple versions of the Plan and related court materials filed in connection with the Company’s meeting order motion returnable November 17, 2021 (the “November 17<sup>th</sup> Motion”), including the:
  - Plan;
  - factum;
  - meeting order;
  - electronic meeting protocol;
  - affidavit of Daniel Shapiro sworn November 10, 2021; and
  - agreements/undertakings provided by certain of Metro’s subsidiaries and Mr. Shapiro in connection with the Plan;

- Preparing multiple iterations of claims and distribution analyses to quantify the Investment Reserve (as defined in the Plan) and the working capital holdback contemplated under the Plan;
- Drafting the Monitor's sixth report to court dated November 10, 2021 (the "Sixth Report") to be filed in connection with the November 17<sup>th</sup> Motion;
- Discussing with Metro, Bennett Jones and Goodmans their respective comments on the draft Sixth Report;
- Assisting Metro to prepare a cash flow projection for the period November 8, 2021 to February 28, 2022 (the "Cash Flow Forecast"), which was appended to the Sixth Report;
- Preparing Metro's and the Monitor's statutory reports on the Cash Flow Forecast which were appended to the Sixth Report;
- Preparing the Monitor's fee affidavit sworn November 10, 2021 and appended to the Sixth Report;
- Reviewing the fee affidavit of Bennett Jones sworn November 10, 2021 and appended to the Sixth Report;
- Corresponding with Goodmans and Bennett Jones on a near daily basis between November 1, 2021 and November 10, 2021 regarding the Plan and the November 17<sup>th</sup> Motion, including a conference call on November 9, 2021 to finalize all court materials prior to service on November 10, 2021;
- Attending at Court, virtually, on November 17, 2021;
- Reviewing the court order granted on November 17, 2021 (the "Meeting Order") and the court's endorsement;
- Reviewing several iterations of Metro's fiscal 2022 financial projections and discussing the underlying assumptions with Messrs. Shapiro and Damianidis;
- Drafting the Monitor's Report on the Plan dated November 22, 2021 (the "Plan Assessment Report");
- Discussing with Metro, Bennett Jones and Goodmans their respective comments on the draft Plan Assessment Report;
- Preparing an "Information Package" for creditors consisting of the following documents, and causing same to be posted on the Monitor's website in accordance with the Meeting Order:
  - the Electronic Meeting Protocol;
  - a Notice of Meeting;
  - a form of proxy;
  - the form of Resolution;
  - a form of Convenience Class Claim Election; and

- a Notice to Affected Creditors;
- Sending the Notice to Affected Creditors (as defined in the Plan) dated November 22, 2021 to approximately 1,100 known creditors of the CCAA Entities by email or mail;
- Arranging for a newspaper notice regarding the Plan and creditors' meeting to be published in *The Globe and Mail* (National Edition) on November 24, 2021 in accordance with the Meeting Order;
- Drafting a document of frequently asked questions ("FAQs") to assist creditors to understand the Plan and sending an email on November 26, 2021 to notify all creditors of the FAQs document being posted on the Monitor's website;
- Responding to a large volume of calls and emails from creditors regarding the Information Package, the Plan Assessment Report and FAQs, particularly from Metro's former employees and independent retail customers with credit balances owing to them;
- Reviewing and logging Convenience Class Claim Election forms and proxy forms submitted by creditors;
- Corresponding with Lumi Canada Inc. ("Lumi") to arrange for a virtual meeting of creditors to be convened on December 16, 2021 (the "Creditors' Meeting") for the purposes of considering and voting on the Plan in accordance with the Meeting Order;
- Attending a call with Lumi's representatives on November 23, 2021;
- Preparing an agenda and a slide presentation for the Creditors' Meeting;
- Responding to inquiries from creditors regarding the procedure for attending the Creditors' Meeting;
- Reviewing and logging three late-filed claims filed by creditors, including a claim filed by Sun Life Assurance Company of Canada (the "Sun Life Claim");
- Corresponding with Mr. Damianidis regarding the Sun Life Claim;
- Corresponding with Metro regarding disputed claims for the purposes of completing the claims process;
- Corresponding with a representative of Metro Richelieu Inc. regarding its proof of claim filed against Metro, including on November 26, 29 and 30, 2021, and resolving the dispute on or around November 30, 2021;
- Preparing and sending six Notices of Revision or Disallowance on or around November 30, 2021 in accordance with the Claims Procedure Order following receipt of Metro's reconciliation of these claims;
- Reviewing Metro's cash flow variance reports;
- Corresponding periodically with Mr. Shapiro regarding the status of Metro's investments, particularly Well Ventures Corp. ("Well") and Handfuel Inc.;
- Reviewing an update to Well's investors; and

- To all other meetings, correspondence, etc. pertaining to this matter.

Fees and disbursements	\$ 93,581.94
HST	<u>12,165.65</u>
Total Due	\$ <u><u>105,747.59</u></u>

KSV Restructuring Inc.  
Metro 360 General Partnership et al

**Time Summary**

For the period November 1, 2021 to November 30, 2021

<b>Personnel</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Bobby Kofman	28.55	750.00	21,412.50
David Sieradzki	41.75	650.00	27,137.50
Murtaza Tallat	88.40	475.00	41,990.00
Lynne Quintos	9.85	150.00	1,477.50
Other staff and administrative			1,507.50
Subtotal			93,525.00
Out of pocket disbursements			56.94
Total Fees and Disbursements			93,581.94



**ksv advisory inc.**

150 King Street West, Suite 2308

Toronto, Ontario, M5H 1J9

T +1 416 932 6262

F +1 416 932 6266

ksvadvisory.com

---

## INVOICE

Metro 360 General Partnership et al  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

January 5, 2022

**Attention: Daniel Shapiro**

Invoice No: 2463  
HST #: 81808768RT0001

**Re: Rosebud Creek Financial Corp. and 957855 Alberta Ltd. (jointly, the “Partners”) and Metro 360 General Partnership (“Metro”, and together with the Partners, the “CCAA Entities”)**

For professional services rendered during December 2021 pursuant to Metro’s proceedings under the *Companies’ Creditors Arrangement Act* (“CCAA”), including:

- Corresponding extensively by email during December with Daniel Shapiro, Metro’s President and CEO, Brian Damianidis, Metro’s CFO, Goodmans LLP (“Goodmans”) and Bennett Jones LLP (“Bennett Jones”) regarding the CCAA proceedings, particularly in respect of the plan of compromise and arrangement (the “Plan”) filed by the CCAA Entities on or around November 10, 2021 and the virtual meeting of creditors convened on December 16, 2021 (the “Creditors’ Meeting”) for the purposes of considering and voting on the Plan;
- Corresponding extensively with Lumi Canada Inc. (“Lumi”), the third-party service provider which hosted the virtual Creditors’ Meeting in accordance with a court order granted on November 17, 2021 (the “Meeting Order”);
- Preparing materials in connection with the Creditors’ Meeting, including a draft agenda and slide presentation for the Creditors’ Meeting (the “Meeting Materials”);
- Corresponding with Goodmans, Bennett Jones and Mr. Shapiro regarding their comments on the Meeting Materials, and editing multiple versions of same;
- Attending a rehearsal of the Creditors’ Meeting arranged by Lumi on December 9, 2021;
- Attending a call with Lumi representatives on December 14, 2021 to finalize all materials and procedures for the Creditors’ Meeting;

- Responding to a large volume of calls and emails from creditors regarding the materials posted on the Monitor's website in connection with the Plan and the Creditors' Meeting, particularly from Metro's former employees and independent retail customers with balances owing to them;
- Reviewing and logging Convenience Class Claim Election forms and proxy forms submitted by creditors;
- Responding to inquiries from creditors regarding the procedure for attending the Creditors' Meeting;
- Corresponding with Lenczner Slaght LLP, counsel to Comag Marketing Group Canada Inc., Metro's largest creditor, regarding its vote and participation at the Creditors' Meeting;
- Drafting email updates to Goodmans, Bennett Jones and Messrs. Shapiro and Damianidis regarding the summary of voting, proxies and attendance at the Creditors' Meeting, including updates dated December 1, 3, 6, 10 and 14, 2021;
- Attending and chairing the Creditors' Meeting on December 16, 2021 in accordance with the Meeting Order;
- Drafting minutes of the Creditors' Meeting;
- Drafting the Monitor's eighth report to court to be filed in connection with a sanction hearing scheduled for January 14, 2022;
- Corresponding with Mr. Damianidis and Metro's creditors regarding six Notices of Revision or Disallowance that were sent on or around November 30, 2021 to creditors with disputed claims, and resolving each of the six disputed claims prior to December 31, 2021;
- Corresponding periodically with Mr. Shapiro regarding the status of Metro's investments, particularly Well Ventures Corp. ("Well") and Handfuel Inc.;
- Corresponding with Mr. Damianidis on December 29, 2021 in connection with an extension of the maturity date of a promissory note owing by Well to Metro; and
- To all other meetings, correspondence, etc. pertaining to this matter.

Fees and disbursements	\$ 44,285.00
HST	5,757.05
Total Due	\$ <u>50,042.05</u>

KSV Restructuring Inc.  
Metro 360 General Partnership et al

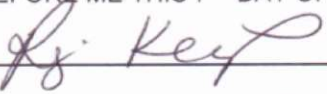
**Time Summary**

For the period December 1, 2021 to December 31, 2021

<b>Personnel</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Bobby Kofman	10.95	750.00	8,212.50
David Sieradzki	26.00	650.00	16,900.00
Murtaza Tallat	39.50	475.00	18,762.50
Lynne Quintos	2.15	150.00	322.50
Other staff and administrative			87.50
Total Fees and Disbursements			<u>44,285.00</u>



THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF DAVID SIERADZKI  
SWORN BEFORE ME THIS 7<sup>TH</sup> DAY OF JANUARY, 2022

  
\_\_\_\_\_

A Commissioner for taking Affidavits, etc.

Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires January 27, 2024.

**METRO 360 GENERAL PARTNERSHIP ET AL  
 TIME ANALYSIS SUMMARY  
 NOVEMBER 1, 2021 TO DECEMBER 31, 2021**

Name	Role	Hours	Amount (\$)	Rate (\$)
Robert Kofman, MBA, LIT	Overall responsibility	39.50	29,625.00	750
David Sieradzki, CPA, CA, LIT	Overseeing all aspects of mandate	67.75	44,037.50	650
Murtaza Tallat, CPA, CA	Creditor issues, claims and voting process	127.90	60,752.50	475
Lynne Quintos	Claims and voting process administration	12.00	1,800.00	150
Other		6.80	1,595.00	235
		<u>253.95</u>	<u>137,810.00</u>	

Average Hourly Rate

\$ 542.67

## **Appendix “G”**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF 957855 ALBERTA LTD. (FORMERLY  
NEWSWEST INC.) AND ROSEBUD CREEK FINANCIAL  
CORP. IN RESPECT OF METRO 360 GENERAL  
PARTNERSHIP**

**AFFIDAVIT OF SEAN ZWEIG  
(sworn January 6, 2022)**

I, **SEAN H. ZWEIG**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND  
SAY AS FOLLOWS:**

1. I am a partner at Bennett Jones LLP ("**Bennett Jones**") who has had primary carriage of this file, and as such have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters discussed in this Affidavit, I have informed myself by review of the relevant background documents and facts.
2. Bennett Jones is counsel to KSV Restructuring Inc., in its capacity as the Court-appointed Monitor (the "**Monitor**") of Rosebud Creek Financial Corp. ("**Rosebud HoldCo**") and 957855 Alberta Ltd. ("**Alberta HoldCo**" and, together with Rosebud HoldCo, the "**Partners**") as the partners of Metro 360 General Partnership ("**Metro 360**" and, together with the Partners, the "**CCAA Entities**").
3. Bennett Jones has prepared the following Statements of Account in connection with its role as counsel to the Monitor:

- (a) Account dated December 7, 2021 in the amount of \$48,083.76 (including harmonized sales tax ("**HST**")) in respect of the period from November 1, 2021 to November 30, 2021 (a copy of which is attached as Exhibit "**A**"); and
  - (b) Account dated December 31, 2021 in the amount of \$6,541.57 (including HST) in respect of the period from December 1, 2021 to December 31, 2021 (a copy of which is attached as Exhibit "**B**").
4. Attached hereto and marked as Exhibit "**C**" is a chart detailing the hourly rates and the time expended by various professionals at Bennett Jones who have worked on this matter.
5. The total legal fees (including HST) billed by Bennett Jones from November 1, 2021 to December 31, 2021 in connection with its role as counsel to the Monitor is \$54,625.33. To the best of my knowledge, the rates charged by Bennett Jones are comparable to the rates charged for the provision of services of a similar nature and complexity by other large legal firms in the Toronto market.
6. This Affidavit is made in support of the approval of the fees of Bennett Jones, and for no other or improper purpose.

**SWORN BEFORE ME** over videoconference on this 6<sup>th</sup> day of January, 2022. The affiant was located in the City of Toronto, in the Province of Ontario and the Commissioner was located in the City of Toronto, in the Province of Ontario. This Affidavit was commissioned remotely as a result of COVID-19 and was commissioned in accordance with *Ontario Regulation 431/20*.



**THOMAS GRAY**

Commissioner for Taking Affidavits, etc.



**SEAN H. ZWEIG**

**THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF SEAN H. ZWEIG  
SWORN  
THE 6<sup>TH</sup> DAY OF JANUARY 2022**

A handwritten signature in black ink, appearing to be 'SE', is written above a horizontal line.

---

**A Commissioner for taking affidavits, etc.**



Bennett Jones

Bennett Jones LLP  
Suite 3400  
1 First Canadian Place  
P.O. Box 130  
Toronto, Ontario M5X 1A4

KSV Restructuring Inc.  
c/o Metro 360  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

**Attention: Brian Damianidis**  
**Vice President, Finance and CFO (Metro 360)**

Re: Metro 360  
Our File Number: 074735.00026

Date: December 7, 2021  
Invoice: 1424983

---

**PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:**

Professional Services	\$	42,552.00
Total Due before GST/HST	\$	42,552.00
GST/HST	\$	5,531.76
<b>Total Due in CAD</b>	<b>\$</b>	<b>48,083.76</b>

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at [www.bennettjones.com](http://www.bennettjones.com). GST/HST number: 119346757

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
01/11/21	Sean Zweig	Emails and call with Monitor regarding creditor meeting; Further discussion regarding same	0.60
03/11/21	Sean Zweig	Reviewing and commenting on draft of Sixth Report	0.70
03/11/21	Danish Afroz	Reviewing and commenting on draft Sixth Report in connection with Meeting Order; Reviewing invoices relating to preparation of Fee Affidavit and to add information into Sixth Report; Reviewing revised Meeting Order and CCAA Plan	3.60
04/11/21	Sean Zweig	Reviewing cumulative mark-up of Sixth Report; Various correspondence in connection with same and related matters	0.40
04/11/21	Danish Afroz	Reviewing comments sent by S. Zweig on Sixth Report; Preparing cumulative blackline and sending to KSV; Reviewing and commenting on Meeting Order; Corresponding with A. Harmes regarding comments and changes to Meeting Order requested by Monitor; Drafting Fee Affidavit and sending to S. Zweig for review; Reviewing blacklines of revised Plan; Reviewing new materials relating to Plan circulated by Goodmans	3.40
05/11/21	Sean Zweig	Reviewing and commenting on Undertaking, Forbearance and revised CCAA Plan; Correspondence with D. Afroz regarding same; Reviewing cumulative mark-ups	1.10
05/11/21	Danish Afroz	Reviewing and commenting on Undertaking by the Intercompany Creditors and the Undertaking by Daniel Shapiro; Reviewing comments from S. Zweig on same; Responding to specific questions relating to Plan; Providing comments on revised CCAA Plan; Sending comments to KSV for review	4.20
06/11/21	Sean Zweig	Reviewing comments from Monitor on Plan, Undertaking and Forbearance; Discussing same and commenting on proposed cumulative mark-ups; Reviewing further drafts	1.20
06/11/21	Danish Afroz	Reviewing KSV's comments on Intercompany Undertaking and CCAA Plan; Responding to specific questions in comments; Following up with KSV regarding Intercompany Creditor Claims; Sending blacklines showing cumulative comments to Goodmans	1.80
07/11/21	Sean Zweig	Reviewing and commenting on revised Report	0.20



Date	Name	Description	Hours
07/11/21	Danish Afroz	Reviewing comments from KSV and S. Zweig on Sixth Report	0.60
08/11/21	Sean Zweig	Reviewing multiple sets of comments and drafts of Plan and related documents throughout day; Correspondence in connection with same	1.80
08/11/21	Danish Afroz	Reviewing comments by KSV on Sixth Report and providing further comments; Preparing Fee Affidavit; Reviewing and commenting on Affidavit prepared in connection with approval for Meeting Order; Call with KSV regarding Undertaking by Intercompany Creditors; Reviewing and commenting on draft Meeting Order, Ancillary Order and other motion materials; Corresponding with Goodmans regarding motion materials	4.50
09/11/21	Sean Zweig	All-hands call with Company, Goodmans and Monitor; Follow-up call with B. Kofman; Reviewing and commenting on various versions of documents throughout day, and considering same	2.60
09/11/21	Danish Afroz	Reviewing comments from B. Kofman on Affidavit in connection with Meeting Order; Preparing cumulative blackline for comments on Affidavit; Reviewing other materials circulated by Goodmans relating to motion for Meeting Order; Reviewing revisions made to Sixth Report; Reviewing correspondence regarding Sixth Report; Reviewing and commenting on Meeting Order and CCAA Plan; Coordinating filing of confidential materials with Goodmans	3.10
10/11/21	Sean Zweig	Working to finalize Plan, Report and related documents, and many emails in connection with same throughout day	2.00
10/11/21	Danish Afroz	Reviewing comments by KSV on motion materials and reviewing revised motion materials circulated by Goodmans; Reviewing and commenting on Sixth Report; Call with Goodmans regarding change to Meeting Order; Serving Sixth Report	4.20
12/11/21	Danish Afroz	Reviewing and commenting on factum in support of Meeting Order; Corresponding with KSV and Goodmans regarding same	3.10
12/11/21	Sean Zweig	Reviewing factum and comments on same; Reviewing final version	0.50

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
15/11/21	Sean Zweig	Various correspondence	0.10
15/11/21	Danish Afroz	Attending to matters relating to service and filing of Monitor's Report and Confidential Appendix with Court and creditors; Drafting email to Justice Cavanagh regarding confidential materials and sealing order	1.00
16/11/21	Sean Zweig	Preliminary review of draft Seventh Report	0.50
16/11/21	Danish Afroz	Reviewing and commenting on the Plan Assessment Report	2.30
17/11/21	Sean Zweig	Reviewing and commenting on draft Plan Assessment Report; Preparing for and attending at hearing; Reviewing Endorsement; Reviewing revised draft and comments from Company and Goodmans on same; Reviewing draft Globe notice, and correspondence regarding same	2.00
17/11/21	Danish Afroz	Reviewing comments sent by S. Zweig on Plan Assessment Report and sending consolidated mark-up to KSV; Reviewing correspondence relating to motion for Meeting Order and Ancillary Order; Diarizing key dates relating to Meeting and sanction of Plan; Reviewing form of Newspaper notice; Reviewing comments from Goodmans on Plan Assessment Report	1.80
18/11/21	Sean Zweig	Discussion with B. Kofman; Reviewing and commenting on revised Report; Correspondence regarding same; Reviewing further revised Report	1.50
19/11/21	Sean Zweig	Reviewing D. Shapiro's comments on Report; Various correspondence	0.20
19/11/21	Danish Afroz	Reviewing changes made to draft Plan Assessment Report and correspondence relating to same	0.50
21/11/21	Sean Zweig	Various correspondence with Monitor regarding intercompany transaction, and considering same	0.30
22/11/21	Sean Zweig	Correspondence with Monitor and D. Afroz	0.20
22/11/21	Danish Afroz	Reviewing correspondence on file and materials uploaded to KSV's website; Note to KSV regarding addition of Meeting Order to Creditor's Materials; Preparing Affidavit of Service; Drafting service email; Serving and filing Seventh Report (Plan Assessment Report)	1.00

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
23/11/21	Danish Afroz	Reviewing correspondence and other materials on file relating to Plan Assessment Report and Creditor Meeting	0.50
24/11/21	Sean Zweig	Reviewing and commenting on Plan FAQ; Reviewing revised draft of same	0.40
24/11/21	Danish Afroz	Reviewing and commenting on Plan FAQs prepared by KSV; Reviewing further comments provided by S. Zweig and sending mark-up to KSV	2.30
25/11/21	Sean Zweig	Reviewing correspondence regarding outstanding claims; Reviewing comments on FAQ	0.30
25/11/21	Danish Afroz	Reviewing revised Metro 360 FAQs and correspondence relating to NORs	0.20
30/11/21	Danish Afroz	Reviewing correspondence from KSV regarding Plan voting	0.10

Total Hours	54.80
Total Professional Services	\$ 42,552.00

<b>Name</b>	<b>Hours</b>	<b>Rate</b>
Sean Zweig	16.60	\$ 895.00
Danish Afroz	38.20	\$ 725.00
	GST/HST	\$ 5,531.76
	<b>TOTAL DUE</b>	<b>\$ 48,083.76</b>



# Bennett Jones

KSV Restructuring Inc.  
c/o Metro 360  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

**Attention: Brian Damianidis**  
**Vice President, Finance and CFO (Metro 360)**

Re: Metro 360  
Our File Number: 074735.00026

Date: December 7, 2021  
Invoice: 1424983

## Remittance Statement

Professional Services	\$	42,552.00
Total Due before GST/HST	\$	42,552.00
GST/HST	\$	5,531.76
<b>Total Due in CAD</b>	<b>\$</b>	<b>48,083.76</b>

### Remit by Wire Transfer

**Beneficiary Name:** Bennett Jones LLP  
**Beneficiary Address:** 4500, 855 - 2nd Street SW Calgary, AB T2P 4K7 Canada  
**Beneficiary Bank:** Royal Bank of Canada  
**Bank Address:** 339 - 8th Avenue SW Calgary, AB T2P 1C4 Canada  
**Account Details:** Bank Code: 003, Branch/Transit 00009,  
CAD Acct 000091725811 [5 digit transit no + 7 digit account no]  
USD Acct 000094005534 [5 digit transit no + 7 digit account no]  
SWIFT Code: ROYCCAT2

**When wiring funds from the USA**  
**Intermediary Bank** JP Morgan Chase Bank New York  
**Intermediary Swift Code** CHASUS33  
**Intermediary ABA Routing Code** 021000021

Wire notifications can be emailed to: [bennettjoneseft@bennettjones.com](mailto:bennettjoneseft@bennettjones.com)  
\*For ease of processing, please include the invoice(s) number in the Details section\*

### Remit By Interac e-Transfer

Email: [bennettjoneseft@bennettjones.com](mailto:bennettjoneseft@bennettjones.com)  
\*For ease of processing, please include the invoice(s) number in the Message Field\*  
Note: e-transfers are CAD only and are subject to daily limits set by the sender's bank

### Remit By Visa/Mastercard

To make a payment through our secured credit card payment portal go to: <https://www.bennettjones.com/Payments>

### Remit by Cheque

Bennett Jones LLP  
4500, 855 2 Street SW  
Calgary, AB T2P 4K7

For AR inquires please email [AR@bennettjones.com](mailto:AR@bennettjones.com)

**THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF SEAN H. ZWEIG  
SWORN  
THE 6<sup>TH</sup> DAY OF JANUARY 2022**

A handwritten signature in black ink, appearing to be the initials 'JE' with a long horizontal stroke extending to the right.

---

**A Commissioner for taking affidavits, etc.**



Bennett Jones

Bennett Jones LLP  
Suite 3400  
1 First Canadian Place  
P.O. Box 130  
Toronto, Ontario M5X 1A4

KSV Restructuring Inc.  
c/o Metro 360  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

**Attention: Brian Damianidis**  
**Vice President, Finance and CFO (Metro 360)**

Re: Metro 360  
Our File Number: 074735.00026

Date: December 31, 2021  
Invoice: 1431236

---

**PROFESSIONAL SERVICES RENDERED in conjunction with the above noted matter:**

Professional Services	\$	5,789.00
Total Due before GST/HST	\$	5,789.00
GST/HST	\$	752.57
<b>Total Due in CAD</b>	<b>\$</b>	<b>6,541.57</b>

Due upon receipt. Bennett Jones reserves the right to charge interest at a rate not greater than 12% per annum on outstanding invoices over 30 days. We collect, use and disclose information pursuant to our Privacy Policies. For further information visit our website at [www.bennettjones.com](http://www.bennettjones.com). GST/HST number: 119346757

<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Hours</b>
01/12/21	Danish Afroz	Reviewing update on Plan voting and other matters	0.20
03/12/21	Sean Zweig	Reviewing update from Monitor	0.10
06/12/21	Sean Zweig	Reviewing update email from Monitor and related correspondence	0.10
06/12/21	Danish Afroz	Reviewing update on Plan voting and other correspondence relating to meeting	0.20
09/12/21	Sean Zweig	Reviewing draft presentation for Meeting, and comments on same; Attending rehearsal for Creditors' Meeting; Reviewing and commenting on revised presentation and script for Meeting	1.90
09/12/21	Danish Afroz	Reviewing slide deck for Creditors' Meeting and other correspondence relating to Creditors' Meeting; Attending rehearsal for Creditors' Meeting	0.70
10/12/21	Sean Zweig	Reviewing revised script and presentation for Meeting; Reviewing update on Plan voting and related matters	0.30
10/12/21	Danish Afroz	Reviewing revised Creditor Meeting Powerpoint and other correspondence relating to Meeting	0.20
14/12/21	Sean Zweig	Reviewing emails regarding upcoming Creditors' Meeting	0.10
14/12/21	Danish Afroz	Reviewing update to Plan voting and other matters relating to Creditors' Meeting	0.10
15/12/21	Sean Zweig	Reviewing correspondence regarding outstanding disputed claims	0.10
16/12/21	Sean Zweig	Preparing for and attending at Creditors' Meeting	1.30
16/12/21	Danish Afroz	Reviewing presentation to creditors and attending Creditors' Meeting	1.40
18/12/21	Sean Zweig	Reviewing Term Sheet and correspondence regarding same	0.20
24/12/21	Sean Zweig	Reviewing update regarding outstanding claims	0.10
Total Hours			7.00
Total Professional Services			\$ 5,789.00

<b>Name</b>	<b>Hours</b>	<b>Rate</b>
-------------	--------------	-------------



<b>Name</b>	<b>Hours</b>	<b>Rate</b>
Sean Zweig	4.20 \$	895.00
Danish Afroz	2.80 \$	725.00
	GST/HST \$	752.57
	<b>TOTAL DUE \$</b>	<b>6,541.57</b>





# Bennett Jones

KSV Restructuring Inc.  
c/o Metro 360  
120 Sinnott Road, 2nd Floor  
Toronto, ON M1L 4N1

**Attention: Brian Damianidis**  
**Vice President, Finance and CFO (Metro 360)**

Re: Metro 360  
Our File Number: 074735.00026

Date: December 31, 2021  
Invoice: 1431236

## Remittance Statement

Professional Services	\$	5,789.00
Total Due before GST/HST	\$	5,789.00
GST/HST	\$	752.57
<b>Total Due in CAD</b>	<b>\$</b>	<b>6,541.57</b>

### Remit by Wire Transfer

**Beneficiary Name:** Bennett Jones LLP  
**Beneficiary Address:** 4500, 855 - 2nd Street SW Calgary, AB T2P 4K7 Canada  
**Beneficiary Bank:** Royal Bank of Canada  
**Bank Address:** 339 - 8th Avenue SW Calgary, AB T2P 1C4 Canada  
**Account Details:** Bank Code: 003, Branch/Transit 00009,  
CAD Acct 000091725811 [5 digit transit no + 7 digit account no]  
USD Acct 000094005534 [5 digit transit no + 7 digit account no]  
SWIFT Code: ROYCCAT2

**When wiring funds from the USA**  
**Intermediary Bank** JP Morgan Chase Bank New York  
**Intermediary Swift Code** CHASUS33  
**Intermediary ABA Routing Code** 021000021

Wire notifications can be emailed to: [bennettjoneseft@bennettjones.com](mailto:bennettjoneseft@bennettjones.com)  
\*For ease of processing, please include the invoice(s) number in the Details section\*

### Remit By Interac e-Transfer

Email: [bennettjoneseft@bennettjones.com](mailto:bennettjoneseft@bennettjones.com)  
\*For ease of processing, please include the invoice(s) number in the Message Field\*  
Note: e-transfers are CAD only and are subject to daily limits set by the sender's bank

### Remit By Visa/Mastercard/American Express

To make a payment through our secured credit card payment portal go to: <https://www.bennettjones.com/Payments>

### Remit by Cheque

Bennett Jones LLP  
4500, 855 2 Street SW  
Calgary, AB T2P 4K7

For AR inquires please email [AR@bennettjones.com](mailto:AR@bennettjones.com)

**THIS IS EXHIBIT "C" REFERRED TO IN THE  
AFFIDAVIT OF SEAN H. ZWEIG  
SWORN  
THE 6<sup>TH</sup> DAY OF JANUARY 2022**



---

**A Commissioner for taking affidavits, etc.**

**EXHIBIT "C"**

**List of Timekeepers**

<b>Timekeeper</b>	<b>Year of Call</b>	<b>Hourly Rate</b>	<b>Total Hours</b>	<b>Fees (\$)</b>
S. Zweig	2009	895.00	20.80	18,616.00
D. Afroz	2014	725.00	41.00	29,725.00
TOTAL FEES				48,341.00
HST ON FEES				6,284.33
<b>TOTAL</b>			<b>61.80</b>	<b>\$54,625.33</b>

**Blended Rate (Excluding HST)**

48,341.00 ÷ 61.80 (hours) = \$782.22

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 957855 ALBERTA LTD. (FORMERLY NEWSWEST INC.) AND  
ROSEBUD CREEK FINANCIAL CORP. IN RESPECT OF METRO 360 GENERAL PARTNERSHIP**

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

Proceeding commenced at Toronto

**FEE AFFIDAVIT**

**BENNETT JONES LLP**  
3400 One First Canadian Place  
Toronto, ON M5X 1A4

**SEAN H. ZWEIG (LSO#573071)**  
Tel: (416) 777-6254  
Email: [zweigs@bennettjones.com](mailto:zweigs@bennettjones.com)

**DANISH AFROZ (LSO#65786B)**  
Tel: (416) 777-6124  
Email: [afroz@bennettjones.com](mailto:afroz@bennettjones.com)

Fax: (416) 863-1716

Counsel to the Monitor,  
KSV Restructuring Inc.