

Clerk's Stamp:

COURT FILE NUMBER 2301 - 08305
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANTS IN THE MATTER OF THE COMPANIES'
 CREDITORS ARRANGEMENT ACT, RSC
 1985, c C-36, as amended

 AND IN THE MATTER OF THE COMPROMISE OR
 ARRANGEMENT OF WALLACE & CAREY INC., LOUDON
 BROS LIMITED, and CAREY MANAGEMENT INC.

DOCUMENT **AFFIDAVIT OF IRV TEPER**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF PARTY
FILING THIS DOCUMENT

Marc Koplowitz Associates Professional Corporation
Barristers & Solicitors
2900-390 Bay Street
Toronto, Ontario, Canada M5H 2Y2
Attention: Phone: Email:
Marc Koplowitz 416-368-1100 / marc@koplaw.com

AFFIDAVIT OF IRV TEPER

Sworn on November 15, 2023

I, Irv Teper, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Executive Officer (CEO) of Concord Premium Meats Limited (hereafter "CPM"), and am the authorized representative for the purpose of this affidavit of The Meat Factory Limited (hereafter TMF") and as such have knowledge of the facts deposed to hereafter. This Affidavit opposes the distribution of the entirety of the sale proceeds of the Applicant's, Wallace & Carey Inc. (hereafter "W&C"), assets to the Bank stakeholders including the Canadian Imperial Bank of Commerce (hereafter "CIBC").

2. Both CPM and TMF are product suppliers to W&C. The nature of the products sold by CPM and TMF are generally prepared and frozen meat products that have limited shelf lives and require extreme care during transportation to ensure that the product is and remains frozen until purchased by a consumer at any of W&C's retail customers.

3. On or about June 22, 2023, CPM and TMF received our first indication ever that W&C was experiencing financial difficulties. That information came to us by notification that an interim order, the CCAA INITIAL ORDER, had been made granting the Applicants, including C&W, Court protection.

4. Not knowing whether the Applicants would be successful in continuing to have the Court extend the stay that was initially granted until July 1, 2023 (or such later date as the Court may order), i.e. the "Stay Period", our legal counsel was instructed to prepare and serve Demands for Repossession of Goods for both CPM and TMF under Paragraph 81.1(1)(a) of the Bankruptcy and Insolvency Act ("BIA"), for the repossession of our unpaid for goods that had been shipped in the 30 day period prior to the CCAA INITIAL ORDER and the admitted insolvency of W&C. Attached as Exhibits "A" and "B" respectively, are the cover letters and the subject Demands for both CPM and TMF.

5. It was our view then that if the Court did not further extend the Stay Period, or otherwise terminated the CCAA Application resulting instead in bankruptcy proceedings being initiated by or against the Applicants, and in particular W&C, we would be protected and at least be able to retrieve our product shipped in that 30 day period or the value thereof under our priority rights. The value of our product shipped in that 30 day period was approximately \$159,500.00 for CPM and \$51,525.00 for TMF for a total of \$211,025.00.

6. Over the course of the next four months or so, multiple Monitor's Reports were circulated, the earliest of which advised of the efforts of the Applicants through their professional advisors, to seek some kind of continuation of their business ventures. The latter Reports were less optimistic and seemed to pivot to explain the need for the disposition of the Applicants' assets or the assets of related companies which are utilized in the business of the Applicants.

7. It has become clear to me in reviewing the succeeding Monitor's Reports, and the various supporting Affidavits that have been filed, that my earliest suspicions were correct. I had felt then that there was no reasonable prospect of the Applicants, and in particular W&C, successfully restructuring its operations so as to be able to carry on business and perhaps at some point pay for our goods which we had shipped to them in good faith, given their crushing debt load and other obligations it had such as for Tobacco Taxes. As noted in our counsel's demand letters, even then there was a debt of over \$82 million without the prospect of revenue realization to come close to service that debt.

8. In reviewing the various Monitors Reports and Affidavits filed on behalf of the Applicants, and in particular W&C, and again in hindsight, in my view all assumptions made by the Applicants and their professional financial advisors that there was some prospect of restructuring were faulty as there were no credible sales projections nor was there a credible plan put forward for debt servicing. For instance, the Applicants apparently assumed that their product suppliers, such as CPM and TMF, would continue to supply goods to them on at least a COD basis. That assumption or expectation was simply not realistic as an Ontario-based supplier would not be shipping time and shipment-sensitive product to Alberta on the hope of being paid once the product arrived there days later. The fact that suppliers such as CPM and TMF have required the Applicants to pay for goods upfront before product was shipped out should have been expected and assumed by the Applicants and their financial advisors from the outset. If that change in payment mechanism alone was a major impediment to buying time for a successful restructuring, then the CCAA process should not, in good conscience, have been the process chosen by the Applicants to seek protection from their creditors, including CPM and TMF.

9. It has also become obvious to me, and likely to all other merchandise suppliers to the Applicants, that due to the crushing debt that the Applicant have been operating under over the last several years including whatever negative impacts the Covid pandemic had on their business operations, the Applicants, and in particular, W&C, at no time had any reasonable prospect to come out of CCAA protection as a more competitive restructured business entity. The fact that interim solutions have been requested and approved over the last several months of Court attendances, have themselves added to the Applicants' debt burden and ensured the failure of any chance to come out of the CCAA protection successfully.

10. Fast-forward to the present, it now appears that W&C's operating assets are being sold for a total of \$4.5 million, with other real estate (warehousing) assets owned by related companies where W&C operated its distribution and logistics business, have been sold for just over \$19 million. The totality of those asset sales is approximately \$23.5 million gross as against debt owed to preferred or secured creditors such as CIBC and the Government for tobacco and other taxes that may have since ballooned by a further \$10 million or so.

11. While it is a noble professed intention for a CCAA applicant, such as W&C, to want to try to restructure so that it could save as many of its employees' jobs as possible, the reality is that there will be a new entity stepping in to take over the distribution and logistics business of products to retailers in the Applicants' former business areas. In all likelihood those other companies will hire some of the employees who are losing their jobs with W&C. What is not so noble and may have perhaps escaped the Applicants' deliberations, is that product suppliers such as CPM and TMF, who could have repossessed and recouped hundreds of thousands of dollars of their

merchandise, have instead lost that opportunity simply because the Applicants chose to proceed by way of CCAA protection rather than being realistic and upfront with their merchandise suppliers and advising them early enough of the liquidity problems they were experiencing in the months leading up to June, 2023, and perhaps instead seeking creditor protection under the BIA.

12. For the record, neither CPM nor TMF oppose the sale of the W&C's assets to 7-Eleven as is currently before the Court as the best deal that is available in the circumstances, as the sale may in fact constitute the highest value attainable for those assets. What CPM and TMF oppose is the distribution to the secured creditors, and in particular CIBC, of the entirety of the \$4.5 million for the sale of the W&C's assets, when in fact had the creditor protection gone via the BIA instead, the 30 day goods suppliers such as CPM and TMF, would have been entitled a priority payment from the asset sale proceeds, which they are currently being deprived of to their detriment and to the unfair benefit of CIBC.

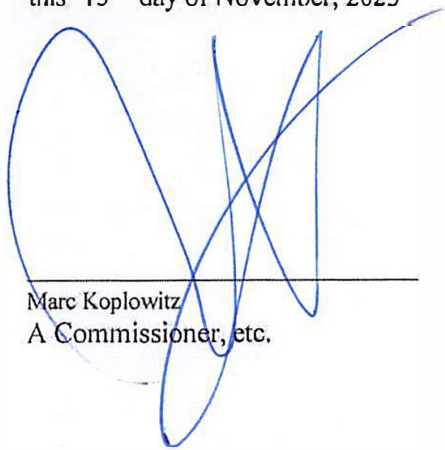
13. The 30 day goods suppliers were deprived from recovering their goods or the value thereof, by the Applicants opting to proceed under CCAA protection rather than under the BIA. They did so with the apparent support of their Bankers including, CIBC, and perhaps the support of other guarantors of the Applicants' debt which have included related corporations and perhaps senior corporate officials and owners of the Applicants' businesses. That decision, when there was no reasonable hope of coming out of Court protection with a restructured viable entity, was irresponsible and unfair to the 30 day goods suppliers and in particular CPM and TMF, and I hope that this Honourable Court can help to redress this wrong.

14. I make this Affidavit in support of the request that the Court continue to hold an appropriate amount equivalent to the value of CPM's and TMF's 30 day goods pending further adjudication as to entitlement, and for no improper purpose.

SWORN REMOTELY

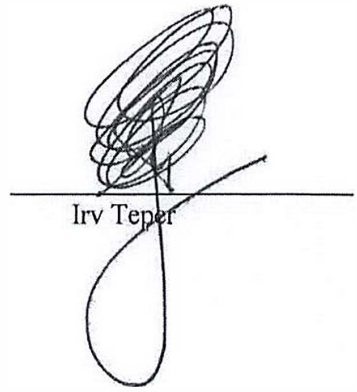
by Irv Teper

BEFORE ME at the City of Toronto
in the Province of Ontario
this 15th day of November, 2023



Marc Koplowitz
A Commissioner, etc.

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Irv Teper

This is Exhibit "A" referred to in the Affidavit of Irv Teper sworn at the City of Toronto, in the Province of Ontario, before me on November 15, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Marc Koplowitz
A COMMISSIONER FOR TAKING AFFIDAVITS

MARC KOPLOWITZ ASSOCIATES

Professional Corporation

Barristers & Solicitors

Uptown

Telephone: (416) 667-8000

Facsimile: (416) 667-8004

Suite 600

1000 Finch Avenue West

Toronto, Ontario

M3J 2V5

Downtown

Telephone: (416) 368-1100

Facsimile: (416) 368-1998

Suite 2900

390 Bay Street

Toronto, Ontario

M5H 2Y2

Email: marc@koplaw.com

Please reply to: Downtown

Sent by Email (unless otherwise noted)

July 4, 2023

To:

KSV Restructuring Inc. (Proposed Monitor)

220 Bay Street, Suite 1300, Box 20

Toronto, Ontario

M5J 2W4

Attention:

Bobby Kofman, bkofman@ksvadvisory.com

David Sieradzki: dsieradzki@ksvadvisory.com

Jason Knight: jknight@ksvadvisory.com

And to:

MILLER THOMSON LLP (Counsel for the Applicant)

Barristers and Solicitors

3000, 700 9th Avenue SW

Calgary, Alberta

T2P 3V4

Attention:

James Reid: jwreid@millერთhompson.com

Larry Ellis: lellis@millერთhompson.com

And to:

Wallace & Carey Inc. (the Applicant)

1500-850 2 St. SW

Calgary, Alberta

T2P 0R8

Email Address: corporate.calgary@dentons.com

And to:

Patrick Donald Carey (by regular mail)

138 Tusslewood Terrace NW

Calgary, Alberta,

T2L 2W4

And to:

Michael Lawrence Carey (by regular mail)
25006 Township Road 264A
Rocky View 44, Alberta,
T3P 1J6

Dear Sirs,

**RE: IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
WALLACE & CAREY INC. (the Applicant)
Court File No. 2301-08305, Court of King's Bench of Alberta at Calgary;
and Unpaid goods delivered to the Applicant, Wallace & Carey Inc. by Concord Premium
Meats Ltd.
Our File No.: 34635**

By way of introduction, this firm, and specifically the undersigned, represents Concord Premium Meats Ltd. ("CPM") as general legal counsel and has been retained in this matter.

My client recently received notice of the CCAA Initial Order granted on June 22, 2023 by the Hon. Justice G.A. Campbell of the Calgary Court Centre. I note that pursuant to paragraph 13 of said Order, the same does not prevent my client from taking any action against the Applicants where such an action must be taken order to comply with statutory time limits in order to preserve their rights at law, etc. Accordingly, and notwithstanding that for now the subject proceedings are governed by CCAA and not the BIA, I hereby serve you with my client's Demand for Repossession under S81.1 (1) of the BIA.

Please be advised that I will be taking instructions from my client as to whether they wish to bring a Motion in the local Calgary court or other place of suitable jurisdiction in order to lift the current or any future stay of proceedings, in order to allow my client to enforce their legal rights. In doing so, I hereby reserve my client's rights, if the facts so warrant, to have the stay lifted vis a vis my client's priority claim. This, based inter alia, on the fact that the subject CCAA proceeding was never intended to accomplish a restructuring where the Applicant would be able to continue to operate a business or some semblance thereof after restructuring, but rather was a mechanism by which the Applicant could defeat the claims of the unsecured trade suppliers with a priority claim, such as my client, for the benefit of the Applicant's secured creditors.

As well, and if the facts so warrant, if any of the officers, directors or upper management of the Applicant knew that they were ordering goods from my client at a time when the Applicant was insolvent and that the Applicant had no reasonable prospect of ever paying for those goods, my client will consider bringing legal action against those individuals personally, using such legal remedies as may be available pursuant to both Provincial and Federal legislation for those actions they took to enrich the Applicant's asset base for the benefit of its secured creditors and perhaps to reduce or eliminate their own personal obligations as guarantors of that debt.

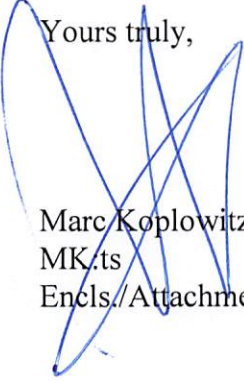
What is clear from the Court material available to date, is that the Applicant bears the lion's share of over \$56 million owed to two banks as secured creditors, and over \$26 million for tobacco and various sales taxes, for a total of over \$82 million that would have priority over unsecured creditors such as my client

who are owed a reported over \$86 million. Pending the delivery of the proposed restructuring plan sometime in the near future as the Court may demand, we will see whether the stay the Applicant secured was legitimate for restructuring purposes or for liquidation of its assets for the benefit of the secured or otherwise preferred creditors and the reduction of personal liabilities for any individual guarantors of that secured debt, to the detriment of a material supplier entitled to repossess its goods such as my client, CPM. My client will take a very dim view if the CCAA proceeding's purpose was to leave no entity as a going concern in the Applicant's place.

I further note that at this early stage, the Court has not yet had an opportunity to examine the viability of any restructuring plan to be put forward by the Applicant. Should such a consideration be made in due but expedited course, and any proposed restructuring plan be found by the Court to be patently deficient, it is hoped that my client will not be prevented from repossessing its goods.

Finally, I would ask that you add me to such distribution list with respect to materials filed and upcoming Court attendances so that I may monitor same on behalf of my client.

Yours truly,



Marc Koplowitz
MK.ts
Encls./Attachments

Demand for Repossession of Goods

(Paragraph 81.1(1)(a) of the BANKRUPTCY AND INSOLVENCY ACT (the "Act"))

To:

KSV Restructuring Inc. (Proposed Monitor)
220 Bay Street, Suite 1300, Box 20
Toronto, Ontario
M5J 2W4
Attention:
Bobby Kofman, bkofman@ksvadvisory.com
David Sieradzki: dsieradzki@ksvadvisory.com
Jason Knight: jknight@ksvadvisory.com

And to:

Wallace & Carey Inc. (the Applicant)
1500-850 2 St. SW
Calgary, Alberta
T2P 0R8
Email Address: corporate.calgary@dentons.com

I, Boneh Roth, as Chief Financial Officer of Concord Premium Meats Ltd., supplier, hereby demand access to and repossession of the goods described in the attached Schedule "A", which were sold and delivered to Wallace & Carey Inc., the purchaser, on the dates and in accordance with the terms set out in the attached documents:

Whereas the purchaser is bankrupt (or there is a receiver within the meaning of subsection 243(2) of the Act, appointed in respect of the purchaser's property) the trustee (or receiver) is required to release the goods described above in accordance with subsection 81.1(1) of the Act.

Dated at Concord, Ontario this 4th day of July, 2023.

Concord Premium Meats Ltd. (Supplier)

125 Edilcan Dr.

Concord, ON L4K 3S6

Per _____

Boneh Roth; CFO

I have authority to bind the corporation.

Tel: 905-738-7979

boneh@concordpremiummeats.com

[NOTICE: Please be advised that the above-noted individual is required to retain the signed original of this document as part of the official records of this proceeding.]

SCHEDULE "A"

(Goods which were sold and delivered to Wallace & Carey Inc., the purchaser, on the dates and in accordance with the terms set out in the attached documents.)



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 375671
DATE 05 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
25 APR 2023	RIV		NET 14 DAYS	315426-01	978834	Date: 09 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
100	7-ELEVEN CHICKEN SKEWERS (10155) 1 x 4000 GRAMS			100.00 CS	62.00	6,200.00
TOTAL BOXES: 100		TOTAL KG: 400.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	6,200.00
HST# 136556438RT	0.00
TOTAL	CDN 6,200.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 376001
DATE 10 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC (7-11) OAKVILLE - (4166)
 2226 SOUTH SERVICE ROAD WEST
 OAKVILLE, ON
 L6L 5N1

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
25 APR 2023	RIV		NET 14 DAYS	315428-01	978847	Date: 09 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
50	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 50.00 CS	62.00	3,100.00
TOTAL BOXES: 50		TOTAL KG: 200.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	3,100.00
HST# 136556438RT	0.00
TOTAL	CDN 3,100.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 376142
DATE 11 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
02 MAY 2023	RIV		NET 14 DAYS	316007-01	979903	Date: 16 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
*** ESSENTIAL ITEMS ***						
40	03175 COOKED SEAS.CHICKEN STRIPS 2x2.5KG 1 x 5000 GRAMS /778071453390			(03175) 40.00 CS	76.60	3,064.00
500	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 500.00 CS	62.00	31,000.00
TOTAL BOXES: 540		TOTAL KG: 2,200.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	34,064.00
GST# 136556438RT	0.00
TOTAL	CDN 34,064.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 376654
DATE 18 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
09 MAY 2023	RIV		NET 14 DAYS	316598-01	980924	Date: 23 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
30	03175 COOKED SEAS.CHICKEN STRIPS 2x2.5KG 1 x 5000 GRAMS /778071453390			(03175) 30.00 CS	76.60	2,298.00
500	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 500.00 CS	62.00	31,000.00
TOTAL BOXES: 530		TOTAL KG: 2,150.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	33,298.00
GST# 136556438RT	0.00
TOTAL	CDN 33,298.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 376885
DATE 20 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
09 MAY 2023	RIV		NET 14 DAYS	316597-01	980922	Date: 23 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
58	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 58.00 CS	62.00	3,596.00
TOTAL BOXES: 58		TOTAL KG: 232.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	3,596.00
HST# 136556438RT	0.00
TOTAL	CDN 3,596.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 377300
DATE 25 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
15 MAY 2023	RIV		NET 14 DAYS	317160-01	981916	Date: 30 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
100	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 100.00 CS	62.00	6,200.00
TOTAL BOXES: 100				TOTAL KG: 400.00		
Thank You For Your Order					SUB-TOTAL 6,200.00	
					HST# 136556438RT 0.00	
					TOTAL CDN 6,200.00	

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 377476
DATE 27 MAY 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
15 MAY 2023	RIV		NET 14 DAYS	317164-01	981919	Date: 30 MAY 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
*** ESSENTIAL ITEMS ***						
60	03175 COOKED SEAS.CHICKEN STRIPS 2x2.5KG 1 x 5000 GRAMS /778071453390			(03175) 60.00 CS	76.60	4,596.00
600	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 600.00 CS	62.00	37,200.00
TOTAL BOXES: 660		TOTAL KG: 2,700.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	41,796.00
GST# 136556438RT	0.00
TOTAL	CDN 41,796.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 377929
DATE 01 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
25 MAY 2023	RIV		NET 14 DAYS	318083-01	982869	Date: 06 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
100	7-ELEVEN CHICKEN SKEWERS (10155) 1 x 4000 GRAMS			100.00 CS	62.00	6,200.00
TOTAL BOXES: 100		TOTAL KG: 400.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	6,200.00
HST# 136556438RT	0.00
TOTAL	CDN 6,200.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 378137
DATE 03 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
25 MAY 2023	RIV		NET 14 DAYS	318084-01	982875	Date: 06 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
*** ESSENTIAL ITEMS ***						
100	03175 COOKED SEAS.CHICKEN STRIPS 2x2.5KG 1 x 5000 GRAMS /778071453390			(03175) 100.00 CS	76.60	7,660.00
500	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 500.00 CS	62.00	31,000.00
TOTAL BOXES: 600		TOTAL KG: 2,500.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	38,660.00
GST# 136556438RT	0.00
TOTAL	CDN 38,660.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 378457
DATE 08 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
01 JUN 2023	RIV		NET 14 DAYS	318671-01	983915	Date: 13 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
100	7-ELEVEN CHICKEN SKEWERS (10155) 1 x 4000 GRAMS			100.00 CS	62.00	6,200.00
TOTAL BOXES: 100		TOTAL KG: 400.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	6,200.00
HST# 136556438RT	0.00
TOTAL	CDN 6,200.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 378458
DATE 08 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
01 JUN 2023	RIV		NET 14 DAYS	318672-01	983923	Date: 13 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
500	7-ELEVEN CHICKEN SKEWERS (10155) 1 x 4000 GRAMS			500.00 CS	62.00	31,000.00
TOTAL BOXES: 500		TOTAL KG: 2,000.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	31,000.00
GST# 136556438RT	0.00
TOTAL	CDN 31,000.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 379074
DATE 15 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) VANCOUVER - (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
06 JUN 2023	RIV		NET 14 DAYS	319243-01	984998	Date: 20 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
100	7-ELEVEN CHICKEN SKEWERS (10155) 1 x 4000 GRAMS			100.00 CS	62.00	6,200.00
TOTAL BOXES: 100		TOTAL KG: 400.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	6,200.00
HST# 136556438RT	0.00
TOTAL	CDN 6,200.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 379202
DATE 16 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB
 T6V 0K8

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
06 JUN 2023	RIV		NET 14 DAYS	319245-01	985011	Date: 20 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
300	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 300.00 CS	62.00	18,600.00
TOTAL BOXES: 300		TOTAL KG: 1,200.00				

Thank You For Your Order

SUB-TOTAL	18,600.00
GST# 136556438RT	0.00
TOTAL	CDN 18,600.00

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.:(905) 738-7979 FAX.:(905) 738-5833
 www.concordpremiummeats.com

INVOICE

INVOICE NO. 379670
DATE 22 JUN 2023

Sold To:
 WALLACE & CAREY INC.(7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

Ship To:
 WALLACE & CAREY INC (7-11) OAKVILLE - (4166)
 2226 SOUTH SERVICE ROAD WEST
 OAKVILLE, ON
 L6L 5N1

ORDER DATE	SALESMAN	DRIVER	TERMS	ORDER NO.	CUSTOMER PO.	DELIVERY
06 JUN 2023	RIV		NET 14 DAYS	319244-01	985016	Date: 20 JUN 2023
QUANTITY	DESCRIPTION			MEASURE	PRICE	AMOUNT
	*** ESSENTIAL ITEMS ***					
75	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155) 75.00 CS	62.00	4,650.00
TOTAL BOXES: 75		TOTAL KG: 300.00				

Thank You For Your Order

2% Monthly charged on overdue accounts.
 24% Annual rate.
 No claims will be allowed unless reported within 24 hours.

SUB-TOTAL	4,650.00
HST# 136556438RT	0.00
TOTAL	CDN 4,650.00

CUSTOMER COPY



CONCORD PREMIUM MEATS LTD.
 125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.: (905) 738-7979 • FAX.: (905) 738-5833
 www.concordpremiummeats.com

PACKING SLIP

SOLD TO:

WALLACE & CAREY INC. (7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

SHIP TO:

WALLACE & CAREY INC (7-11) OAKVILLE - (4
 166)
 2226 SOUTH SERVICE ROAD WEST
 OAKVILLE, ON
 L6L 5N1

DOCUMENT #	319244-01
SHIP DATE	20 JUN 2023
EXPECTED DELIVERY DATE	20 JUN 2023

1 dep

ORDER DATE	DRIVER	APPT. NO.	ORDER #	CUSTOMER PO.	ORDERED BY																
06 JUN 2023	DELIVER		319244	985016																	
QUANTITY	DESCRIPTION			MEASURE																	
75	*** ESSENTIAL ITEMS *** 7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS (10155)			75.00 CS																	
FROZEN 0 °F																					
<table border="1" style="width: 100%;"> <tr> <td colspan="2">Ship To</td> </tr> <tr> <td colspan="2">48HRS SUBJECT TO INSPECTION</td> </tr> <tr> <td>DATE</td> <td><u>July 22/23</u></td> </tr> <tr> <td>NAME</td> <td><u>Bryan Craig</u></td> </tr> <tr> <td>SIGNATURE</td> <td><i>[Signature]</i></td> </tr> <tr> <td>TOTAL PIECES</td> <td><u>75</u></td> </tr> <tr> <td>Reference</td> <td></td> </tr> <tr> <td>WALLACE & CAREY</td> <td>28 of 100</td> </tr> </table>						Ship To		48HRS SUBJECT TO INSPECTION		DATE	<u>July 22/23</u>	NAME	<u>Bryan Craig</u>	SIGNATURE	<i>[Signature]</i>	TOTAL PIECES	<u>75</u>	Reference		WALLACE & CAREY	28 of 100
Ship To																					
48HRS SUBJECT TO INSPECTION																					
DATE	<u>July 22/23</u>																				
NAME	<u>Bryan Craig</u>																				
SIGNATURE	<i>[Signature]</i>																				
TOTAL PIECES	<u>75</u>																				
Reference																					
WALLACE & CAREY	28 of 100																				
			TOTAL BOXES	75	TOTAL KG.																
					300.00																

NO CLAIMS WILL BE ALLOWED UNLESS REPORTED WITHIN 24 HOURS

Declared Value: \$ 650.00

PICKED	PACKED
--------	--------

Signature _____

WHITE COPY - CUSTOMER YELLOW - PROOF OF DELIVERY PINK - SHIPPING DEPARTMENT GREEN - QUALITY ASSURANCE



CONCORD PREMIUM MEATS LTD.

Page 1 of 1

125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6

TEL.: (905) 738-7979 • FAX.: (905) 738-5833

www.concordpremiummeats.com

1pm

PACKING SLIP

SOLD TO:

WALLACE & CAREY INC. (7-11) - (4084)
3445, 8TH STREET N.E.
CALGARY, AB
T2K 5K9

SHIP TO:

WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
14434-157 AVENUE NORTHWEST
DIVISION NO. 11
EDMONTON, AB

DOCUMENT # 319245-01
SHIP DATE 17 JUN 2023
EXPECTED DELIVERY DATE 20 JUN 2023

2 SPOTS / 2 White Board / SEA / # 0971CPM

ORDER DATE	DRIVER	APPT. NO.	ORDER #	CUSTOMER P.O.	ORDERED BY
06 JUN 2023	DELIVER		319245	985011	
QUANTITY	DESCRIPTION	MEASURE			
300	*** ESSENTIAL ITEMS *** 7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS	300.00 KG			
		(10155)			

NO CLAIMS WILL BE ALLOWED UNLESS REPORTED WITHIN 24 HOURS

TOTAL BOXES 300

TOTAL KG. 1,200.00

Declared Value: 18,600.00

Signature

Kendra T. Prudat

PICKED

PACKED

WHITE COPY - CUSTOMER YELLOW - PROOF OF DELIVERY PINK - SHIPPING DEPARTMENT GREEN - QUALITY ASSURANCE



CONCORD PREMIUM MEATS LTD.
 125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.: (905) 738-7979 • FAX.: (905) 738-5833
 www.concordpremiummeats.com

PACKING SLIP

DOCUMENT #	317164-01
SHIP DATE	27 MAY 2023
EXPECTED DELIVERY DATE	30 MAY 2023

SOLD TO:

WALLACE & CAREY INC. (7-11) - (4084)
 5445, 6TH STREET N.E.
 CALGARY, AB
 T2K 5R9

SHIP TO:

WALLACE & CAREY INC. (7-11) EDMONTON - (4164)
 14434-157 AVENUE NORTHWEST
 DIVISION NO. 11
 EDMONTON, AB

Seal # 6843

5 shelves white board.

ORDER DATE	DRIVER	APPT. NO.	ORDER #	CUSTOMER P.O.	ORDERED BY
15 MAY 2023	DELIVER		317164	981919	
QUANTITY	DESCRIPTION			MEASURE	
	*** ESSENTIAL ITEMS ***				
60	03175 COOKED SEAS. CHICKEN STRIPS 2x2.5KG 1 x 5000 GRAMS, 1778071453390			(03175)	60.00 CS
600	7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS			(10155)	600.00 CS

NO CLAIMS WILL BE ALLOWED UNLESS REPORTED WITHIN 24 HOURS

TOTAL BOXES 660

TOTAL KG. 2,700.00

Signature *Lenora T / Lenora T*

Declared Value At 724.00

PICKED	PACKED
--------	--------

WHITE COPY - CUSTOMER YELLOW - PROOF OF DELIVERY PINK - SHIPPING DEPARTMENT GREEN - QUALITY ASSURANCE



CONCORD PREMIUM MEATS
 125 EDILCAN DRIVE,
 CONCORD, ONTARIO L4K 3S6
 TEL: (905) 738-7979 • FAX: (905) 738-5853
 www.concordpremiummeats.com

SOLD TO:
 WALLACE & CAREY INC. (17-11) - (4084)
 3445 8TH STREET N.E.
 CALGARY, AB
 T2N 3R7

SHIP TO:
 WALLACE & CAREY INC. (17-11) VANCOUVER -
 (4218)
 7350 WILSON AVENUE
 BELTA, BC
 V4G 1H5

PACKING SLIP

DOCUMENT #	318063-01
SHIP DATE	02 JUN 2023
EXPECTED DELIVERY DATE	06 JUN 2023

ORDER DATE	DRIVER	APPT. NO.	ORDER #	CUSTOMER FO.	ORDERED BY
25 MAY 2023	BELLVER		318063	982869	
QUANTITY	DESCRIPTION				MEASURE
100	*** ESSENTIAL ITEMS *** 7-ELEVEN CHICKEN STEAKERS 1 x 4000 STRAWS <i>100d</i> <i>Rec'd 06 June 2023</i> <i>Seal # 0006670</i> <i>MAJ</i>				100.00 CS

FROZEN 0 °F

TOTAL BOXES 100 TOTAL KG. 400.00

NO CLAIMS WILL BE ALLOWED UNLESS REPORTED WITHIN 24 HOURS

Declared Value: 6,200.00
 PICKED PACKED



CONCORD PREMIUM MEATS LTD.
 125 EDILCAN DRIVE, CONCORD, ONTARIO L4K 3S6
 TEL.: (905) 738-7979 • FAX.: (905) 738-5833
 www.concordpremiummeats.com

SOLD TO:
 WALLACE & CAREY INC. (7-11) - (4084)
 5445, 8TH STREET N.E.
 CALGARY, AB
 T2K 5R9

SHIP TO:
 WALLACE & CAREY INC. (7-11) VANCOUVER -
 (4218)
 7350 WILSON AVENUE
 DELTA, BC
 V4G 1H3

298

PACKING SLIP

DOCUMENT # 317243-01
SHIP DATE 15 JUN 2023
EXPECTED DELIVERY DATE 29 JUN 2023

1 Chops

ORDER DATE 08 JUN 2023	DRIVER DELIVER	APPT. NO.	ORDER # 319243	CUSTOMER NO. 984778	ORDERED BY
---------------------------	-------------------	-----------	-------------------	------------------------	------------

QUANTITY	DESCRIPTION	MEASURE
100	*** ESSENTIAL ITEMS *** 7-ELEVEN CHICKEN SKEWERS 1 x 4000 GRAMS Seal #0000932 1000 1000 2173 1000 62129	(10133) 100.00 KG
TOTAL BOXES 100		TOTAL KG. 400.00

NO CLAIMS WILL BE ALLOWED UNLESS REPORTED WITHIN 24 HOURS

Declared Value: \$,200.00

PICKED PACKED

Signature _____

To re-order, please call - Print & Tama Inc. (905) 860-8888

Marc Koplowitz

From: Tetiana Sydorenko
Sent: July 4, 2023 12:16 PM
To: bkofman@ksvadvisory.com; dsieradzki@ksvadvisory.com; jknight@ksvadvisory.com; jwreid@millerthomson.com; lellis@millerthomson.com; corporate.calgary@dentons.com
Cc: Marc Koplowitz
Subject: COMPROMISE OR ARRANGEMENT OF WALLACE & CAREY INC.; Court File No. 2301-08305, Court of King's Bench of Alberta at Calgary and Unpaid goods delivered by Concord Premium Meats Ltd.; Our File No.: 34635
Attachments: Letter.MK to KSV and others.July 4, 2023.pdf; Demand for Repossession.CPM.July4,2023 S.81.1 BIA.pdf

Dear Sirs,

Please see the attached correspondence from Mr. Koplowitz along with the attached Demand for Repossession of Goods.

Regards,



Tetiana Sydorenko
Law Clerk
tetiana@koplaw.com
Tel: 416-867-8055
Fax: 416-368-1998

Marc Koplowitz Associates Professional Corporation
Barristers & Solicitors
2900-390 Bay Street
Toronto, Ontario, Canada M5H 2Y2
Visit our website at www.koplaw.com

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Use of email: Our communications to you may contain confidential information or information protected under solicitor-client privilege. Please advise if you wish us to use a method of communication other than regular, unsecured email in our communication with you.

This is Exhibit "B" referred to in the Affidavit of Irv Teper sworn at the City of Toronto, in the Province of Ontario, before me on November 15, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Marc Koplowitz
A COMMISSIONER FOR TAKING AFFIDAVITS

MARC KOPLOWITZ ASSOCIATES
Professional Corporation
Barristers & Solicitors

Uptown

Telephone: (416) 667-8000
Facsimile: (416) 667-8004
Suite 600
1000 Finch Avenue West
Toronto, Ontario
M3J 2V5

Downtown

Telephone: (416) 368-1100
Facsimile: (416) 368-1998
Suite 2900
390 Bay Street
Toronto, Ontario
M5H 2Y2

Email: marc@koplaw.com

Please reply to: Downtown

Sent by Email (unless otherwise noted)

July 4, 2023

To:

KSV Restructuring Inc. (Proposed Monitor)
220 Bay Street, Suite 1300, Box 20
Toronto, Ontario
M5J 2W4

Attention:

Bobby Kofman, bkofman@ksvadvisory.com
David Sieradzki: dsieradzki@ksvadvisory.com
Jason Knight: jknight@ksvadvisory.com

And to:

MILLER THOMSON LLP (Counsel for the Applicant)
Barristers and Solicitors
3000, 700 9th Avenue SW
Calgary, Alberta
T2P 3V4

Attention:

James Reid: jwreid@millერთhompson.com
Larry Ellis: lellis@millერთhompson.com

And to:

Wallace & Carey Inc. (the Applicant)
1500-850 2 St. SW
Calgary, Alberta
T2P 0R8
Email Address: corporate.calgary@dentons.com

And to:

Patrick Donald Carey (by regular mail)
138 Tusslewood Terrace NW
Calgary, Alberta,
T2L 2W4

And to:

Michael Lawrence Carey (by regular mail)
25006 Township Road 264A
Rocky View 44, Alberta,
T3P 1J6

Dear Sirs,

**RE: IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF
WALLACE & CAREY INC. (the Applicant)
Court File No. 2301-08305, Court of King's Bench of Alberta at Calgary;
and Unpaid goods delivered to the Applicant, Wallace & Carey Inc. by The Meat Factory
Limited operating as Lou's Kitchen
Our File No.: 34832**

By way of introduction, this firm, and specifically the undersigned, represents The Meat Factory Limited operating as Lou's Kitchen ("TMF") as general legal counsel and has been retained in this matter.

My client recently received notice of the CCAA Initial Order granted on June 22, 2023 by the Hon. Justice G.A. Campbell of the Calgary Court Centre. I note that pursuant to paragraph 13 of said Order, the same does not prevent my client from taking any action against the Applicants where such an action must be taken order to comply with statutory time limits in order to preserve their rights at law, etc. Accordingly, and notwithstanding that for now the subject proceedings are governed by CCAA and not the BIA, I hereby serve you with my client's Demand for Repossession under S81.1 (1) of the BIA.

Please be advised that I will be taking instructions from my client as to whether they wish to bring a Motion in the local Calgary court or other place of suitable jurisdiction in order to lift the current or any future stay of proceedings, in order to allow my client to enforce their legal rights. In doing so, I hereby reserve my client's rights, if the facts so warrant, to have the stay lifted vis a vis my client's priority claim. This, based inter alia, on the fact that the subject CCAA proceeding was never intended to accomplish a restructuring where the Applicant would be able to continue to operate a business or some semblance thereof after restructuring, but rather was a mechanism by which the Applicant could defeat the claims of the unsecured trade suppliers with a priority claim, such as my client, for the benefit of the Applicant's secured creditors.

As well, and if the facts so warrant, if any of the officers, directors or upper management of the Applicant knew that they were ordering goods from my client at a time when the Applicant was insolvent and that the Applicant had no reasonable prospect of ever paying for those goods, my client will consider bringing legal action against those individuals personally, using such legal remedies as may be available pursuant to both Provincial and Federal legislation for those actions they took to enrich the Applicant's asset base for the benefit of its secured creditors and perhaps to reduce or eliminate their own personal obligations as guarantors of that debt.

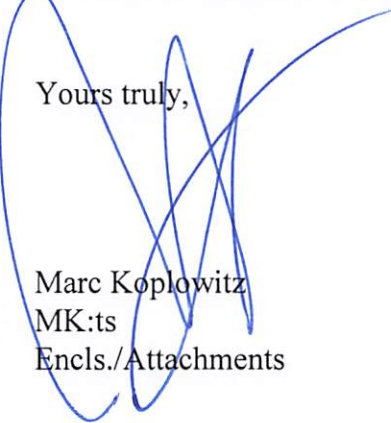
What is clear from the Court material available to date, is that the Applicant bears the lion's share of over \$56 million owed to two banks as secured creditors, and over \$26 million for tobacco and various sales taxes, for a total of over \$82 million that would have priority over unsecured creditors such as my client

who are owed a reported over \$86 million. Pending the delivery of the proposed restructuring plan sometime in the near future as the Court may demand, we will see whether the stay the Applicant secured was legitimate for restructuring purposes or for liquidation of its assets for the benefit of the secured or otherwise preferred creditors and the reduction of personal liabilities for any individual guarantors of that secured debt, to the detriment of a material supplier entitled to repossess its goods such as my client, TMF. My client will take a very dim view if the CCAA proceeding's purpose was to leave no entity as a going concern in the Applicant's place.

I further note that at this early stage, the Court has not yet had an opportunity to examine the viability of any restructuring plan to be put forward by the Applicant. Should such a consideration be made in due but expedited course, and any proposed restructuring plan be found by the Court to be patently deficient, it is hoped that my client will not be prevented from repossessing its goods.

Finally, I would ask that you add me to such distribution list with respect to materials filed and upcoming Court attendances so that I may monitor same on behalf of my client.

Yours truly,



Marc Koplowitz
MK:ts
Encls./Attachments

Demand for Repossession of Goods

(Paragraph 81.1(1)(a) of the BANKRUPTCY AND INSOLVENCY ACT (the "Act"))

To:

KSV Restructuring Inc. (Proposed Monitor)
220 Bay Street, Suite 1300, Box 20
Toronto, Ontario
M5J 2W4
Attention:
Bobby Kofman, bkofman@ksvadvisory.com
David Sieradzki: dsieradzki@ksvadvisory.com
Jason Knight: jknight@ksvadvisory.com

And to:

Wallace & Carey Inc. (the Applicant)
1500-850 2 St. SW
Calgary, Alberta
T2P 0R8
Email Address: corporate.calgary@dentons.com

I, Alan Dekker, as Director of Finance for The Meat Factory Limited operating as Lou's Kitchen, supplier, hereby demand access to and repossession of the goods described in the attached Schedule "A", which were sold and delivered to Wallace & Carey Inc., the purchaser, on the dates and in accordance with the terms set out in the attached documents:

Whereas the purchaser is bankrupt (or there is a receiver within the meaning of subsection 243(2) of the Act, appointed in respect of the purchaser's property) the trustee (or receiver) is required to release the goods described above in accordance with subsection 81.1(1) of the Act.

Dated at Stoney Creek, Ontario this 4th day of July, 2023.

The Meat Factory Limited (operating as "Lou's
Kitchen (Supplier)

46 Community Avenue
Stoney Creek, ON L8E 2Y3

Per



Alan Dekker; Director of Finance

I have authority to bind the corporation.

Tel: 905-664-2126

aland@louskitchen.ca

[NOTICE: Please be advised that the above-noted individual is required to retain the signed original of this document as part of the official records of this proceeding.]

SCHEDULE "A"

(Goods which were sold and delivered to Wallace & Carey Inc., the purchaser, on the dates and in accordance with the terms set out in the attached documents.)

Wallace & Carey Inc.

1. Overview	Pg2
2. SI101596	Pg3
3. SI101755	Pg4
4. SI101756	Pg5
5. SI101757	Pg6
6. SI101758	Pg7
7. SI101759	Pg8
8. SI102013	Pg9
9. SI102014	Pg10
10. SI102085	Pg11
11. SI102104	Pg12
12. SI102176	Pg13
13. SI102177	Pg14
14. SI102304	Pg15
15. SI102305	Pg16
16. SI102476	Pg17
17. SI102477	Pg18
18. SI102482	Pg19
19. Remittance	Pg20-21

Posting Date	Invoice No.	Description	Amount	Delivery Date
2023-04-05	SI101596	Order SO101490	5,724.99	04/12/2023
2023-04-19	SI101755	Order SO101667	5,724.99	04/26/2023
2023-04-19	SI101756	Order SO101668	5,724.99	04/26/2023
2023-04-19	SI101757	Order SO101669	5,724.99	04/26/2023
2023-04-19	SI101758	Order SO101672	5,724.99	05/02/2023
2023-04-19	SI101759	Order SO101694	5,724.99	04/26/2023
2023-05-08	SI102013	Order SO101799	5,724.99	05/09/2023
2023-05-10	SI102014	Order SO101958	5,724.99	05/17/2023
2023-05-16	SI102085	Order SO101995	11,449.98	05/17/2023
2023-05-17	SI102104	Order SO101994	5,724.99	05/26/2023
2023-05-24	SI102176	Order SO102123	5,724.99	05/31/2023
2023-05-25	SI102177	Order SO102092	11,449.98	05/26/2023
2023-06-07	SI102304	Order SO102243	5,724.99	06/14/2023
2023-06-07	SI102305	Order SO102244	5,724.99	06/14/2023
2023-06-22	SI102476	Order SO102387	5,724.99	06/29/2023
2023-06-22	SI102477	Order SO102388	5,724.99	06/28/2023
2023-06-22	SI102482	Order SO102350	5,724.99	06/26/2023
			<u>108,774.81</u>	



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101596

Date: April 5, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 14434-157 Avenue Northwest Edmonton, AB T6V 0K8 Canada

P.O. NO. COMMANDE CLIENT
974071

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101490	April 5, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101755

Date: April 19, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, AB T2K 5R9 Canada

P.O. NO. COMMANDE CLIENT
976437

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SUM VENDEUR	TERMS TERMES
SO101667	April 19, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101756

Date: April 19, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 7350 Wilson Avenue Delta, BC V4G 1H3 Canada

P.O. NO. COMMANDE CLIENT
976514

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101668	April 19, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101757

Date: April 19, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 14434-157 Avenue Northwest Edmonton, AB T6V 0K8 Canada

P.O. NO. COMMANDE CLIENT
976563

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101669	April 19, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCPETEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101758

Date: April 19, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, AB T2K 5R9 Canada

P.O. NO. COMMANDE CLIENT
976761

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101672	April 19, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI101759

Date: April 19, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 7350 Wilson Avenue Delta, BC V4G 1H3 Canada

P.O. NO. COMMANDE CLIENT
976851

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101694	April 19, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102013

Date: May 8, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 2226 South Service Road West Oakville, ON L6L 5N1 Canada

P.O. NO. COMMANDE CLIENT
977697

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101799	May 8, 2023		Invoice	C00640	MEAFRO02	CONFED		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102014

Date: May 10, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 7350 Wilson Avenue Delta, BC V4G 1H3 Canada

P.O. NO. COMMANDE CLIENT
979991

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101958	May 10, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: S1102085

Date: May 16, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 2226 South Service Road West Oakville, ON L6L 5N1 Canada

P.O. NO. COMMANDE CLIENT
980528

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101995	May 16, 2023		Invoice	C00640	MEAFRO02	CONFED		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	200	200		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	200	CASE	67.25	10.0001	57.2499	11,449.98
	<u>200</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 11,449.98



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: S1102104

Date: May 17, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, AB T2K 5R9 Canada

P.O. NO. COMMANDE CLIENT
980512

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO101994	May 17, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102176

Date: May 24, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 7350 Wilson Avenue Delta, BC V4G 1H3 Canada

P.O. NO. COMMANDE CLIENT
982457

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO102123	May 24, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102177

Date: May 25, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 2226 South Service Road West Oakville, ON L6L 5N1 Canada

P.O. NO. COMMANDE CLIENT
981385

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SUM VENDEUR	TERMS TERMES
SO102092	May 25, 2023		Invoice	C00640	MEAFRO02	CONFED		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	200	200		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	200	CASE	67.25	10.0001	57.2499	11,449.98
	<u>200</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 11,449.98



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102304

Date: June 7, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 14434-157 Avenue Northwest Edmonton, AB T6V 0K8 Canada

P.O. NO. COMMANDE CLIENT
983872

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO102243	June 7, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTÉE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102305

Date: June 7, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 7350 Wilson Avenue Delta, BC V4G 1H3 Canada

P.O. NO. COMMANDE CLIENT
983981

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO102244	June 7, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lous Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102476

Date: June 22, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, AB T2K 5R9 Canada

P.O. NO. COMMANDE CLIENT
986016

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	S/LM VENDEUR	TERMS TERMES
SO102387	June 21, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY – NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102477

Date: June 22, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 14434-157 Avenue Northwest Edmonton, AB T6V 0K8 Canada

P.O. NO. COMMANDE CLIENT
986064

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO102388	June 21, 2023		Invoice	C00640	MEAFRO02	PREPAID		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

Transport No.: Release No./No. de Degagement:	
NO CLAIM ALLOWED AFTER 5 DAYS FROM DATE OF DELIVERY - NO RETURNS WILL BE ACCEPTED WITHOUT OUR PERMISSION AUCUNE RECLAMATION NE SERA ACCEPTEE 5 JOURS APRES LA RECEPTION DE LA MARCHANDISE ET SANS AUTORISATION	TOTAL DUE 5,724.99



Lou's Kitchen
 46 Community Ave
 Stoney Creek, Ontario L8E 2Y3
 Canada

INVOICE NO.: SI102482

Date: June 22, 2023

Page 1 of 1

BILL TO:
Wallace & Carey Inc 5445 - 8th St. NE Calgary, L4K 0E2 Canada

SHIP TO:
Wallace & Carey Inc 2226 South Service Road West Oakville, ON L6L 5N1 Canada

P.O. NO. COMMANDE CLIENT
985453

ORDER NO. NO COMMANDE	DATE SHIPPED DATE EXPEDITION	SHIP VIA ACHEMINER PAR	F.O.B. F.A.B.	CUSTOMER NO. NUMERO DE CLIENT	FROM ORIGINE	FREIGHT TRANSPORT	SLM VENDEUR	TERMS TERMES
SO102350	June 22, 2023		Invoice	C00640	MEAFRO02	CONFED		NET 14

PRODUCT NO. NUMERO DE L'ITEM	ORDERED COM	SHIPPED EXP.	PACKAGING FORMAT	DESCRIPTION	UNITS UNITES	PER PAR	PRICE PRIX	DISC. ESC.	NET PRICE PRIX NET	AMOUNT MONTANT
10453	100	100		BBQ Smoked Shredded Pulled Pork (4x1.25kg)	100	CASE	67.25	10.0001	57.2499	5,724.99
	<u>100</u>		Total Cases							

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Marc Koplowitz

From: Tetiana Sydorenko
Sent: July 4, 2023 1:58 PM
To: bkofman@ksvadvisory.com; dsieradzki@ksvadvisory.com; jknight@ksvadvisory.com; jwreid@millerthomson.com; lellis@millerthomson.com; corporate.calgary@dentons.com
Cc: Marc Koplowitz
Subject: FW: COMPROMISE OR ARRANGEMENT OF WALLACE & CAREY INC.; Court File No. 2301-08305, Court of King's Bench of Alberta at Calgary and Unpaid goods delivered by The Meat Factory Limited operating as Lou's Kitchen.; Our File No.: 34832
Attachments: Demand for Repossession;TMF.July 4, 2023 S.81.1 BIA.pdf; Letter.MK to KSV and others.July 4, 2023.pdf

Dear Sirs,

Please see the attached correspondence from Mr. Koplowitz along with the attached Demand for Repossession of Goods.

Regards,



Tetiana Sydorenko
Law Clerk
tetiana@koplaw.com
Tel: 416-867-8055
Fax: 416-368-1998

Marc Koplowitz Associates Professional Corporation
Barristers & Solicitors
2900-390 Bay Street
Toronto, Ontario, Canada M5H 2Y2
Visit our website at www.koplaw.com

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