

THE KING'S BENCH
Winnipeg Centre

IN THE MATTER OF: THE APPOINTMENT OF A RECEIVER PURSUANT TO
SECTION 243 OF THE BANKRUPTCY AND INSOLVENCY
ACT R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 55
OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

-and-

KROMAR PRINTING LTD.,

Respondent.

ORDER

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OF *THE KING'S BENCH ACT*, C.C.S.M. c. C280

THE HONOURABLE M. Lo) Thu DAY, THE 22
JUSTICE C. M. Martin) DAY OF Dec., 2023

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BUSINESS DEVELOPMENT BANK OF CANADA,

Applicant,

-and-

KROMAR PRINTING LTD.,

Respondent.

ORDER

THIS MOTION made by Deloitte Restructuring Inc. ("**Deloitte**") was heard this day at the Law Courts Building, 408 York Avenue, Winnipeg, Manitoba.

UPON READING the Affidavit of Brent Warga, sworn December ____, 2023, and the consents of BDO Canada Limited ("**BDO**") and the Office of the Superintendent of Bankruptcy:

Service

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

Substitution

2. **THIS COURT ORDERS** that BDO be and hereby is substituted in place of Deloitte, as:
 - a. Receiver (“**Receiver**”) of all matters listed in Schedule “A” attached hereto (the “**Receivership Estates**”); and
 - b. Monitor (“**Monitor**”) of all matters listed in Schedule “B” attached hereto (the “**CCAA Estate**” and together with the Receivership Estates, the “**Estates**”).

Discharge

3. **THIS COURT ORDERS** that Deloitte is hereby discharged as:
 - a. Receiver of the assets, undertakings and properties of the debtors of the Receivership Estates; and
 - b. Monitor of the CCAA Estate.
4. **THIS COURT ORDERS** that upon its discharge Deloitte shall have no further duties, obligations, or responsibilities in respect of the Estates, provided however that notwithstanding its discharges herein Deloitte shall continue to have the benefit of the provisions of the *Bankruptcy and Insolvency Act* (the “**BIA**”), the *Companies’ Creditors Arrangement Act* (the “**CCAA**”), and all orders pronounced in each of the Estates (the “**Orders**”), including all approvals, protections and stays of proceedings and charges in favour of Deloitte in its capacity as Receiver or Monitor of the Estates, as the case may be.

5. **THIS COURT ORDERS** that the discharges set out in paragraph [3] shall be without prejudice to the rights of the Superintendent of Bankruptcy or other professional body, to commence or pursue any professional conduct matters relating to the Estates.
6. **THIS COURT ORDERS AND DECLARES** that Deloitte shall not be required to: (i) undertake to keep all estate books, records and documents as provided by Rule 68 of the BIA; or, (ii) submit a final report and statement of accounts provided by section 246(3) of the BIA.
7. **THIS COURT ORDERS AND DECLARES** that, subject to paragraph [21] below Deloitte is hereby released and discharged from any and all liability that Deloitte now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of Deloitte while acting in its capacity as Receiver and Monitor, as the case may be, of the Estates as described in the Receiver's or Monitor's reports as approved by the Court (the "**Reports**") filed in the respective Estates' proceedings (the "**Proceedings**"), save and except for any gross negligence or wilful misconduct on Deloitte's part. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised in respect of the Reports, or which could have been raised, save and except for any gross negligence or wilful misconduct on Deloitte's part.
8. **THIS COURT ORDERS AND DECLARES** that no action or other proceeding shall be commenced against Deloitte, including its current and former officers, directors, employees, solicitors and agents and assigns in any way arising from or related to its capacity or conduct as the Receiver or Monitor of the Estates, as the case may be, except with prior leave of the Court in respect of such Estates, on notice to Deloitte, and upon such terms as this Court may direct.

Vesting

9. **THIS COURT ORDERS** that BDO is hereby vested with the powers and protections granted to the Receiver and the Monitor under the BIA, the CCAA and the Orders pronounced in the Proceedings.

Estate Administration

10. **THIS COURT ORDERS AND DIRECTS** Deloitte to deliver all property of the Estates, including all books, records and electronic website files, in the possession of control of Deloitte to BDO in its capacity as Receiver or Monitor, as the case may be.
11. **THIS COURT ORDERS AND DIRECTS** Deloitte to hereby transfer to BDO all funds that remain in its consolidated trust bank accounts and all other trust bank accounts that belong to the Estates, and Deloitte and BDO are hereby authorized to take all steps and execute any instrument or documentation required or necessary for such purpose.
12. **THIS COURT ORDERS** that in its capacity as substituted Receiver or Monitor, as the case may be BDO is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Estates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to Deloitte, in relation to the same, and any bank, financial institution or other deposit-taking institution with which BDO may deal and is hereby authorized to rely on this order for all purposes of this paragraph.
13. **THIS COURT ORDERS AND DIRECTS** (i) the Registrar of Land Titles, in any Land Title District; (ii) the Registrar of the Manitoba Personal Property Registry; and, (iii) the Director of the Companies' Office, wherein any registration was previously made by Deloitte in its capacity as Receiver or Monitor of an Estate, as the case may be, to amend any such registration to reflect the substitution of BDO for Deloitte as Receiver or Monitor, upon notice by BDO.

14. **THIS COURT ORDERS** that BDO is authorized and directed to continue and to complete the administration of the Estates and to deal with the Estates' property, in accordance with the duties and functions of a Receiver, as set out in the BIA and the orders pronounced in the Receivership Estates (the "**Receivership Orders**"), and as a Monitor, as set out in the CCAA and the orders pronounced in the CCAA Estate (the "**CCAA Orders**").
15. **THIS COURT ORDERS** that BDO is entitled to any remuneration arising from the services performed in the respective Estates from and after the effective date of this order until its discharge, and BDO, together with its counsel shall have the benefit of all court-ordered charges over the assets, undertakings and properties of the respective debtors or Applicants of the Estates, as the case may be and as provided for in the respective Orders, together *pari passu* with Deloitte and its counsel, for their respective accounts.
16. **THIS COURT ORDERS** that BDO shall be required and responsible to pass the Receiver's and Monitor's accounts with respect to all work performed in respect of the Estates after the effective date of this order, through to the completion of the administration of such Estates and discharge of BDO as the new Receiver or Monitor, as the case may be.
17. **THIS COURT ORDERS** that in respect of Deloitte's unpassed accounts in each of the Proceedings, that the responsibility to pass such accounts is hereby assigned and transferred to BDO, and that BDO shall use best efforts to pass Deloitte's accounts which remain unpassed to date in the course of the Estates' Proceedings and, if such accounts are approved by the this Honourable Court, such amounts shall be held in trust for and distributed to Deloitte by BDO.
18. **THIS COURT ORDERS** that BDO shall not be required to: (i) prepare and send the notice referred to under section 245 of the BIA to the Superintendent of Bankruptcy or to any other person, (ii) prepare and send the statement referred to

under section 246(1) of the BIA to the Superintendent of Bankruptcy or to any other person, or (iii) file the report required under sections 23(1)(b) of the CCAA.

General

19. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the respective Court file of each of the Estates is hereby waived.
20. **THIS COURT ORDERS AND DIRECTS** that BDO shall cause a copy of this order to be filed in the Estate Proceedings.
21. **THIS COURT ORDERS** that BDO shall serve a copy of this order, together with the new website address for the Estate, on every party on the respective service lists (as defined in the respective Orders) of the Proceedings. Any party so served may apply to this Court to vary or amend paragraph [7] within fourteen (14) days of the date of service, on notice to Deloitte and BDO.
22. **THIS COURT ORDERS** that BDO be granted leave to apply to this Court as necessary for further orders or advice and directions with respect to the subject matter of this order.
23. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this order and to assist the BDO and its agents in carrying out the terms of this order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to BDO, as an officer of this Court, as may be necessary or desirable to give effect to this order or to assist BDO and its agents in carrying out the terms of this order.

December 22, 2023

C. MARTIN

, J.

Schedule "A"

Name	Court of King's Bench File No.
BANK OF MONTREAL v. 3816410 MANITOBA LTD.	CI 23-01-41060
BUSINESS DEVELOPMENT BANK OF CANADA v. KROMAR PRINTING LTD.	CI 23-01-43791

Schedule "B"

Name	Court of King's Bench File No.
RE: POLAR WINDOW OF CANADA LTD., ACCURATE DORWIN (2020) INC., GLASS 8 INC., NATIONAL INTERIORS (2021) INC., 12986647 CANADA LTD. o/a ALLSCO WINDOWS & DOORS, 12986591 CANADA LTD. o/a ALWEATHER WINDOWS & DOORS, POLAR HOLDING LTD., 10064720 MANITOBA LTD. AND 12986914 CANADA LTD.	CI 23-01-39360