

**THE KING'S BENCH
WINNIPEG CENTRE**

**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
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.**

APPLICANTS

**SECOND REPORT OF THE MONITOR
DELOITTE RESTRUCTURING INC.**

JULY 20, 2023

MONITOR

DELOITTE RESTRUCTURING INC.
360 Main Street, Suite 2300
Winnipeg, Manitoba R3C 3Z3

Brent Warga
Ph: (204) 942-0051
Fax: (204) 947-2689
Email: bwarga@deloitte.ca

COUNSEL TO THE MONITOR

MCDUGALL GAULEY LLP
Barrister and Solicitors
Ian Sutherland / Craig Frith
500 – 616 Main Street
Saskatoon, SK S7H 0J6
Telephone: (306) 665-5417
Fax: (306) 652-1323

Email: isutherland@mcdougallgauley.com / cfrith@mcdougallgauley.com

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE	2
TERMS OF REFERENCE.....	4
MONITOR’S ACTIVITIES SINCE THE FIRST REPORT.....	5
STAKEHOLDER UPDATE.....	6
DEBTOR IN POSSESSION FINANCING AND ADMINISTRATION CHARGE	9
INCREASE TO THE ADMINISTRATION CHARGE.....	11
SISP.....	11
ASSIGNMENT OF AGREEMENTS.....	16
RELEASE OF GUARANTEES	18
ENHANCED POWERS OF THE MONITOR TO CLOSE THE TRANSACTION.....	19
INTERIM PRIORITY DISTRIBUTIONS	19
CASH FLOW STATEMENT AND LIQUIDITY.....	21
STAY PERIOD.....	25
FEES AND DISBURSEMENTS OF THE MONITOR AND ITS LEGAL COUNSEL.....	26
RECOMMENDATIONS.....	28

APPENDICES

Appendix A – April 5, 2023 Order	
Appendix B – April 12, 2023 MLT Aikins Correspondence	
Appendix C – Second Amendment to the Interim Facility Loan Agreement	
Appendix D – Teaser Letter	
Appendix E – April 11, 2023 Newswire Release	
Appendix F – Insolvency Insider Weekly Addition (April 10, 2023)	
Appendix G – May 9, 2023 Sallyport / FWCU Correspondence	
Appendix H – May 25, 2023 Sallyport / FWCU Correspondence	
Appendix I – Redacted Sale Agreement	
Appendix J – Corporate Registry Searches	
Appendix K – Schedule of Estimated Guarantees	
Appendix L – Forecast to Actual Results for the Period March 20, 2023 to July 7, 2023	
Appendix M – Revised Cash Flow Forecast for the Period Jul 10, 2023 to September 1, 2023	
Appendix N – Fees and Disbursements of the Monitor	
Appendix O – Fees and Disbursements of the Monitor’s Legal Counsel	
Appendix P – Fees and Disbursements of the Applicants’ Legal Counsel	

INTRODUCTION

1. On February 10, 2023, Polar Window of Canada Ltd. (“**Polar Window**”), Accurate Dorwin (2020) Inc. (“**Accurate Dorwin**”), Glass 8 Inc. (“**Glass 8**”), National Interiors (2021) Inc. (“**National Interiors**”), 12986647 Canada Ltd. (o/a Allsco Windows & Doors) (“**Allsco**”), 12986591 Canada Ltd. (o/a Alweather Windows & Doors) (“**Alweather**”) (collectively the “**Opcos**”), Polar Holding Ltd. (“**Polar Holdco**”), 10064720 Manitoba Ltd. (“**1006**”), and 12986914 Canada Ltd. (“**6914**”) (collectively with the Opcos the “**Companies**” or the “**Applicants**”) filed for and obtained protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). Deloitte Restructuring Inc. (“**Deloitte**”) was appointed the monitor of the Applicants (the “**Monitor**”) in the CCAA proceedings and a stay of proceedings was granted in favour of the Applicants to February 20, 2023.
2. At the comeback hearing on February 14, 2023, the Honourable Justice Bock of the Court of King’s Bench in Manitoba (the “**Court**”) granted an amended and restated initial order (the “**ARIO**”), which extended the stay of proceedings to May 5, 2023.
3. On April 5, 2023, the Court granted a further order (the “**April 5, 2023 Order**”), attached hereto as Appendix A, which among other things, approved:
 - (a) the sale and investment solicitation process in respect of the Applicants (the “**SISP**”) and its implementation in accordance with the sale and investment solicitation procedures (the “**SISP Procedures**”);
 - (b) an increase to the DIP Facility up to an aggregate amount of \$2.35 million (the “**Existing DIP Facility**”);
 - (c) a process to determine the priority and entitlement of The Toronto-Dominion Bank (“**TD Bank**” or the “**DIP Lender**”) to certain liens and/or trust funds paid into Court and/or held in trust; and
 - (d) an extension of the stay period to July 28, 2023 (the “**Stay Period**”).
4. The Monitor has provided the Court with the following reports:

- (a) A Pre-Filing Report of the Proposed Monitor dated February 7, 2023 (the “**Pre-Filing Report**”) in connection with the Applicants’ application for protection under the CCAA; and
 - (b) A First Report of the Monitor dated April 3, 2023 (the “**First Report**”) in connection with the Applicants motion to extend the stay of proceedings and approve the SISP and the SISP Procedures.
5. Pursuant to the ARIO, the Monitor has made the Court Orders and other information related to the CCAA proceedings available on its website at www.insolvencies.deloitte.ca/en-ca/AccurateGroup (the “**Monitor’s Website**”).

PURPOSE

6. The purpose of this second report (the “**Second Report**”) is to provide the Court with information with respect to the following:
- (a) A summary of the Monitor’s activities since the First Report;
 - (b) The status of the Companies’ operations and key stakeholder relationships since the First Report;
 - (c) The results of the SISP; and
 - (d) An update on the Companies’ cash flow forecast and comments on variances between actual results compared to forecast for the period ended July 7, 2023.
7. Furthermore, this Second Report, along with the confidential supplement to the Second Report dated July 20, 2023 (the “**Confidential Supplement**”), are being filed in support of the Monitor’s application to this Honourable Court on July 21, 2023, seeking the following:
- (a) Abridgement of the time for service of the Monitor's notice of motion and all other materials filed in support of the same;
 - (b) Approval of the Transaction (as defined below) and the associated asset purchase agreement (the “**Sale Agreement**”), inclusive of the release of the guarantees of

the Principals (as defined below), and directing and authorizing the Monitor to execute the Sale Agreement and take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser (as those terms are defined in the Sale Agreement);

- (c) A declaration that, upon the delivery of the Monitor's Certificate (as defined in the approval and vesting order (the "AVO")) to the Purchaser, all of the Applicants' right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser free and clear of and from any and all Claims and Encumbrances (as those terms are defined in the AVO);
- (d) The sealing of the Confidential Report until the filing of the Monitor's Certificate or further order of the Court;
- (e) Approval of the increase in the Administration Charge to \$1.0 million;
- (f) An extension of the Stay Period from July 28, 2023 to September 1, 2023;
- (g) Approval of the reported activities and actions of the Monitor since the date of the First Report in respect of administering these CCAA proceedings;
- (h) Approval of the Second Report and the Confidential Supplement;
- (i) Approval of the fees and disbursements of the Monitor, the Monitor's legal counsel, and the Applicants' legal counsel;
- (j) Approval of the Second Amended Loan Agreement (as defined below), authorizing and empowering the Applicants to use \$150,000 of the Existing DIP Facility, previously set aside for payment to Canada Revenue Agency ("CRA"), to pay professional fee arrears; and
- (k) Approval of the Interim Priority Distributions (as defined below).

8. Capitalized terms not otherwise defined in this Second Report are as defined in the

affidavits of Stephen Segal sworn on February 6, 2023 and April 3, 2023 (the “**Segal Affidavits**”), the initial Order dated February 10, 2023 (the “**Initial Order**”), the ARIO, the April 5, 2023 Order, the Pre-Filing Report, and the First Report.

TERMS OF REFERENCE

9. In preparing this Second Report, the Monitor has relied upon unaudited interim financial information, the Applicants’ books and records, the Segal Affidavits, and discussions with management (“**Management**”) and TD Bank and their respective legal advisors.
10. The financial information of the Companies has not been audited, reviewed or otherwise verified by the Monitor as to its accuracy or completeness, nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this Second Report may not disclose all significant matters about the Companies. Additionally, none of the Monitor’s procedures were intended to detect defalcations or other irregularities. If the Monitor were to perform additional procedures or to undertake an audit examination of the financial statements in accordance with generally accepted auditing standards, additional matters may have come to the Monitor’s attention. Accordingly, the Monitor does not express an opinion nor does it provide any other form of assurance on the financial or other information presented herein. The Monitor may refine or alter its observations as further information is obtained or brought to its attention after the date of this Second Report.
11. An examination of a financial forecast as outlined in the *Chartered Professional Accountants Canada Handbook* has not been performed. Future oriented financial information referred to or relied upon in this Second Report is based on Management’s assumptions regarding future events and conditions that are not ascertainable. Accordingly, actual results achieved will vary from this information, and the variations may be material. The future orientated financial information has been prepared solely for the purpose of reflecting Management’s best estimate of the cash flow of the Applicants in their CCAA proceedings, and readers are cautioned that such information may not be appropriate for other purposes.
12. The Monitor assumes no responsibility or liability for any loss or damage occasioned by

any party as a result of the circulation, publication, reproduction, or use of this Second Report. Any use that any party makes of this Second Report, or any reliance on or decisions to be made based on it is the responsibility of such party.

13. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

MONITOR'S ACTIVITIES SINCE THE FIRST REPORT

14. Since the filing of the First Report, the Monitor's activities have included the following:
 - (a) Monitoring the business and financial affairs of the Companies, inclusive of the Companies' receipts and disbursements, in accordance with the ARIO;
 - (b) Facilitating numerous calls and meetings with the Companies' Management and providing guidance to them with respect to the administration of the CCAA proceedings;
 - (c) Maintaining the Monitor's Website and making available the Initial Order, the ARIO, the April 5, 2023 Order, and certain application materials and stakeholder notices;
 - (d) Assisting the Companies and their counsel with ongoing complications created by builders' lien issues;
 - (e) Monitoring various prepayment arrangements whereby funds were advanced to the Companies by certain general contractors, and the Companies then flowed the funds directly to a sub-supplier for materials;
 - (f) Receiving Notice of Claim Forms from Interested Parties claiming an interest in the Court Lien Discharge Funds, Trust Lien Discharge Funds, and/or Statutory Trust Funds (all terms as defined in the April 5, 2023 Order), in accordance with the April 5, 2023 Order;
 - (g) Facilitating ongoing discussions with Management, the Companies' legal counsel, and TD Bank regarding the Companies' business and financial affairs,

including the cash flow statement for the period ending July 7, 2023 (attached as Appendix H to the First Report) (the “**Cash Flows**”), restructuring activities, creditor matters, and other matters relating to the CCAA proceedings generally;

- (h) Attending to continued inquiries from creditors, customers, suppliers, and stakeholders of the Companies;
 - (i) Finalizing marketing materials related to the SISP;
 - (j) Assisting the Companies and their counsel with the execution of the SISP, inclusive of hosting the Data Room (as defined below), in accordance with the SISP Procedures;
 - (k) Corresponding with Potential Bidders, negotiating with the Successful Bidder (both terms as defined in the SISP), and assisting with the preparation and finalization of the Sale Agreement;
 - (l) Assisting with the preparation of the Revised Cash Flow Forecast (as defined below);
 - (m) Attending the April 5, 2023 hearing;
 - (n) Reviewing draft motion materials relating to the July 21, 2023 hearing; and
 - (o) Preparing this Second Report and the Confidential Supplement.
15. Since the date of the Initial Order, the Monitor has been monitoring the receipts and disbursements of the Companies on a daily basis with the full co-operation of Management. In accordance with the DIP Facility Term Sheet (as defined in the Pre-Filing Report), bi-weekly variance analysis of the forecast-to-actual cash utilization continues to be provided to TD Bank.

STAKEHOLDER UPDATE

16. As detailed in the First Report, the Companies’ various stakeholders continue to generally support the ongoing operations of the Companies.

(a) Primary Lender

- (i) TD Bank has continued to support the Companies by way advancing \$175,000 under the Court approved Discretionary Facility (as defined in the DIP Facility Amending Agreement), allowing the Companies to complete the SISP, and has provided further temporary bulge(s) to assist the Companies with payroll obligations.

(b) Suppliers

- (i) The Monitor has been advised by Management that the Opcos' suppliers continue to be supportive of the Companies, supplying goods and services on a "cash on delivery" ("COD") or "cash in advance" ("CIA") basis.

(c) General Contractors / Project Owners

- (i) The Monitor has been advised by Management that the general contractors working with the Opcos on various projects (the "Projects") continue to be supportive of the Companies, facilitating early payments to the Companies to assist with pre-paying materials, and working with the Companies to have certain liens vacated by paying funds into trust and/or Court.

(d) Employees

- (i) Management has advised that additional employees have resigned since the filing of the First Report (due to the continued uncertainty regarding longer term job security), but that for the most part, key employees remain committed to the Companies during its restructuring efforts.
- (ii) Management further advised that CRA payroll source deductions are being remitted on a timely basis since the date of the Initial Order. As at the date of this Second Report, the Monitor has been advised by Management that CRA has completed its payroll and goods and service tax ("GST") audits (which results are further summarized below).

Lien Discharge Funds

17. As detailed in the First Report, despite the Companies’ best efforts to manage its various vendor relationships post-filing, certain suppliers have either threatened to file, and/or have already filed, liens (“**Post-Filing Liens**”) against Projects in which the Companies are/were involved (i.e. for Project specific materials supplied pre-filing which the Opcos are precluded from paying), which has been very disruptive to the Companies’ cash flows.
18. The Applicants have also consistently maintained the position that if a Project owner (and/or general contractor) wished to discharge a Post-Filing Lien resulting from the Applicants’ inability to pay a pre-filing obligation, the Companies would not object to having the funds paid into court (or held in trust) (the “**Court Lien Discharge Funds**”). The table below summarizes the various Court Lien Discharge Funds that the Companies have been made aware of:

Applicant	Lien Claimant	Project General Contractor and/or Owner	Jurisdiction	Lien Registration No.	Amount
Accurate Dorwin	Oscar Bidco Inc.	Whiteland Services Inc.	Manitoba	5515757/1	\$ 46,910
Accurate Dorwin	Ambassador Sales (1986) Inc.	Whiteland	Manitoba	5519531/1	20,780
Accurate Dorwin	Kawneer	7196386 Manitoba Ltd.	Manitoba	5523265/1 and 5523270/1	16,295
Glass 8	Kawneer	Penn-Co Construction Ltd.	Manitoba	5522328/1	93,005
Glass 8	Kawneer	M Builds / West Central Women’s Resource Centre Inc.	Manitoba	3160722/1	9,245
Glass 8	Kawneer	6089585 Canada Limited /Concord Projects Ltd.	Manitoba	5518081/1	42,115
Glass 8	Kawneer	Bosk Construction Inc., / 6 Ryan Wirth Way Ltd.	Manitoba	5521524/1	34,842
Glass 8	Oscar Bidco Inc.	Tribuild Systems, Inc. / Telus Communications Inc.	Manitoba	5513975/1	12,563
Glass 8	Oscar Bidco Inc.	10019290 Manitoba Ltd.	Manitoba	5521208/1	90,240
Accurate Dorwin	Oscar Bidco Inc.	Three Way Builders Ltd. / Gateway Christian Community Inc.	Manitoba	5515759/1	9,179
Glass 8	Alumikor Limited	Chandos	Alberta		90,560
Glass 8	Devon Industries Inc.	Synergy Projects Ltd.	Alberta	E001UWG	130,130
Glass 8	Kawneer	Chandos (City of Edmonton)	Alberta	E002PPQ (232156948)	3,004
Glass 8	Kawneer	Chandos (City of Edmonton)	Alberta	E002PPT (232156928)	4,844
Glass 8	Kawneer	Delnor (City of Edmonton)	Alberta	E002CSL	1,780
Glass 8	Kawneer	Aga Khan Foundation Canada	Alberta	232156964	45,498
Glass 8	Oscar Bidco Inc.	Chandos (City of Edmonton)	Alberta	E002EFR (323151831)	20,204
Glass 8	Oscar Bidco Inc.	Chandos (City of Edmonton)	Alberta	E002EFR (323151832)	20,002
Glass 8	Oscar Bidco Inc.	Chandos	Alberta	E001L62 (232138437)	33,223
Glass 8	Oscar Bidco Inc.	Norson Construction / Sobeys West Inc.	Alberta	232123126	30,429
Total					\$ 754,846

19. As further detailed in the First Report, the Applicants remain of the view that Court Lien Discharge Funds have been paid on the following basis:
- (a) that such payment(s) was on a without prejudice basis to the rights of interested parties to later challenge the validity and amount of the lien and the entitlement to the funds (including any statutory holdbacks); and
 - (b) the owner (and/or general contractor) would not seek to obtain an immediate determination of any costs for the application, but rather that such costs would be determined in the CCAA proceedings.

Statutory Trust Funds

20. As detailed in the First Report, the Applicants identified a potential issue under *The Builders' Lien Act* (the “BLA”) in Manitoba, as certain post-filing collections realized by the Applicants may fall within the trust provisions of the BLA. As at the date of this Second Report, this matter has not been brought before the Court for a final determination, however, the Applicants are holding approximately \$77,000 in trust in respect of two (2) completed Projects, pending a final determination of priorities to these funds.

Priority Claim Process

21. In accordance with paragraphs 12 and 13 of the April 5, 2023 Order, in order to ensure that interested parties had sufficient time to review and respond to the April 17, 2023 Claims Notice Date deadline detailed therein, the Applicants served an unsigned draft of the April 5, 2023 Order on the service list on April 8, 2023, and further served the signed April 5, 2023 Order on the service list on April 11, 2023.
22. At the expiration of the Claims Notice Date, the Monitor had received fifty-four (54) Notice of Claim Forms, with aggregate claims totaling approximately \$1.4 million. On April 18, 2023, the Monitor compiled all of the Notice of Claim Forms and provided same to counsel to TD Bank for their review and consideration.
23. Although it was contemplated that an application would be made to determine the priority to the Court Lien Discharge Funds, Trust Lien Discharge Funds, and Statutory Trust Funds (all as defined in the First Report), as at the date of this Second Report, no hearing has been scheduled in respect of same.

DEBTOR IN POSSESSION FINANCING AND ADMINISTRATION CHARGE

24. Paragraph 9(b) of the ARIO states that:

*“the Applicants shall remit, **in accordance with legal requirements**, or pay: All goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicants in connection with the sale of goods and services by the*

Applicants, 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” (emphasis added).

25. On April 12, 2023, counsel for the Applicants, MLT Aikins LLP (“**MLT Aikins**”), wrote to counsel for CRA (the “**April 12, 2023 MLT Aikins Correspondence**”) inquiring as to whether the GST/HST amounts collected by the Applicants prior to February 10, 2023 were subject to the CCAA stay of proceedings, as the Applicants’ online CRA business accounts had been adjusted to create stub periods for pre and post CCAA remittances.
26. On April 24, 2023, counsel for CRA replied confirming that the April 12, 2023 MLT Aikins Correspondence had correctly described CRA’s position regarding the GST/HST collected prior to February 10, 2023, and confirmed that the amounts were subject to the stay of proceedings. The April 12, 2023 MLT Aikins Correspondence and reply from counsel to CRA is attached hereto as Appendix B.
27. Given the correspondence between MLT Aikins and counsel to CRA, the Applicants are of the view that they are not legally required to remit the pre-filing GST/HST arrears as they are caught by the CCAA stay of proceedings. For clarity, the Applicants and the DIP Lender have entered into a second amendment to the interim facility loan agreement dated July 20, 2023 (the “**Second Amended Loan Agreement**”), attached hereto as Appendix C, authorizing the Applicants to redirect \$150,000 of the Existing DIP Facility initially segregated to pay pre-filing GST arrears, to pay professional fee arrears.
28. The terms of the Second Amended Loan Agreement are substantially the same as the terms of the First Amended Loan Agreement, attached as Exhibit 2 to the April 3, 2023 Segal Affidavit, but for amending paragraph 2.1(a)(i) thereof to allow the amounts previously withhold to satisfy the GST arrears to be utilized to pay professional fees.
29. Although the Applicants have been able to manage their liquidity to-date, this has come at the expense of deferring approximately \$0.6 million in professional fee payments and approximately \$0.1 million in payments under the KERP. Based on the Revised Cash Flow Forecast, even with the continued deferral of existing and ongoing professional fee

payments, the Applicants anticipate that the Existing DIP Facility will be insufficient to allow the Applicants to continue with operations until the Transaction closing.

30. Based on the Revised Cash Flows, the Applicants anticipate that an additional \$150,000 may be necessary to facilitate ongoing operations. Subject to Court approval of the Transaction, the Monitor understands that the Purchaser has agreed to assist the Applicants with any short-term cash flow requirements between the date of Court approval and the date of closing the Transaction.

INCREASE TO THE ADMINISTRATION CHARGE

31. As the professional fee arrears continue to accrue, and have exceeded the \$0.5 million Administration Charge, the Monitor, with the support of the Applicants and TD Bank, respectfully requests that the Administration Charge be increased to \$1.0 million. The increase in the Administration Charge is necessary and appropriate given the current professional fee arrears, and to secure the ongoing commitment of the professionals to work to close the Transaction which is in the best interest of all stakeholders.
32. The Applicants' business operations are complex, and the numerous issues detailed in this second Report and the previous Monitor's reports have required extensive involvement of the insolvency professionals. The Monitor is of the view that there has been no unwarranted duplication of roles amongst the professionals and that the increase is fair and reasonable in the circumstances given the amount of the professional fee arrears, work in progress, and estimated fees and disbursements yet to be incurred, as detailed below.

SISP

33. Pursuant to the April 5, 2023 Order (and the attached SISP Procedures), the Applicants and the Monitor implemented the SISP in accordance with the milestones detailed in the SISP Procedures (and summarized below), with the exception of the targeted approval hearing and closing date(s):

Milestone	Deadline
Monitor to create list of Known Potential Bidders and distribute Teaser Letters and Confidentiality Agreements	April 10, 2023

Monitor to consider preparation of a CIM and open data room	April 14, 2023
Phase 1 Bid Deadline	May 5, 2023
Phase 2 Bid Deadline	May 19, 2023
Transaction Approval Hearing	June 2, 2023
Target Closing Date	June 9, 2023

34. In consultation with Tim Morris, the Accurate Director (as defined in the SISP Procedures), the Monitor identified and compiled a list of 143 potential bidders (the “**Known Potential Bidders**”). The Monitor began contacting the Known Potential Bidders by phone on April 10, 2023 (the “**Direct Solicitation Process**”). All Known Potential Bidders expressing an interest in the sale/investment opportunity (the “**Opportunity**”) were provided with a teaser letter (the “**Teaser**”) highlighting and summarizing certain salient information about the Opcos. The Teaser is attached hereto as Appendix D.
35. In addition to the Direct Solicitation Process, the Applicants issued a Newswire release on April 11, 2023 (the “**Newswire Release**”), attached hereto as Appendix E, publicizing the Opportunity, and the Monitor arranged to have the Opportunity advertised in the weekly edition of Insolvency Insider (Assets for Sale), attached hereto as Appendix F.
36. On April 12, 2023, the Monitor shared the listing of the Known Potential Bidders, the Newswire Release, and the Teaser with TD Bank, along with an update on the interest expressed by the Known Potential Bidders which the Monitor had successfully contacted.
37. Subsequent to the issuance of the April 5, 2023 Order, the Applicants began compiling financial and operational data to be posted to a confidential online data room (the “**Data Room**”) for any Qualified Phase 1 Bidder(s) to access. In accordance with section 4.1(a) of the SISP Procedures, in order to be deemed to be a Qualified Phase 1 Bidder, the following needed to be provided to the Monitor:
- (a) An executed confidentiality agreement (the “**Confidentiality Agreement**”);
 - (b) A letter setting forth the identity of the Potential Bidder, the contact information for the Potential Bidder, and full disclosure of the direct and indirect owners of

the Potential Bidder and their principals;

- (c) A written acknowledgment of receipt of a copy of the April 5, 2023 Order (including the SISP Procedures) and the Potential Bidder's agreement to accept and be bound by the provisions contained therein; and
- (d) A form of financial disclosure and credit quality support enabling the Monitor and the Accurate Director to make a reasonable determination of the Potential Bidder's financial and other capabilities to consummate a transaction.

In the aggregate, sixteen (16) Confidentiality Agreements were received by the Monitor, and fourteen (14) interested parties were deemed to be Qualified Phase 1 Bidders and were provided with access to the Data Room. In accordance with the SISP Procedures, the Data Room became accessible on April 14, 2023.

- 38. At the May 5, 2023 Phase 1 Bid Deadline, offers were received from Qualified Phase 1 Bidders. The Monitor discussed the submissions with both the Accurate Director and TD Bank, and it was determined that all of the Qualified Phase 1 Bidders satisfied the criteria to be deemed to be Qualified Phase 2 Bidders in accordance with the SISP. Additionally, in accordance with clause 5.3(a) of the SISP Procedures, on May 9, 2023, the Monitor corresponded with both Sallyport Commercial Finance ULC ("**SallyPort**") and FWCU Capital Corp. ("**FWCU**"), requesting that if either party was interested in receiving the Qualified Phase 1 Bids, a professional undertaking (the "**Undertaking**") would be required, agreeing to keep all of the information regarding the Qualified Phase 1 Bids strictly confidential. Copies of the May 9, 2023 e-mail correspondence to SallyPort and FWCU are attached hereto as Appendix G.
- 39. On May 16, 2023, FWCU provided the necessary Undertaking, and the Monitor shared the Qualified Phase 1 Bids with FWCU. No response to the Monitor's May 9, 2023 correspondence was received from Sallyport.
- 40. At the May 19, 2023 Phase 2 Bid Deadline, offers were received from Qualified Phase 2 Bidders. The Monitor again discussed the submissions with both the Accurate Director and TD Bank, and in accordance with clause 6.5(a) of the SISP Procedures, on May 25,

2023, the Monitor corresponded with both Sallyport and FWCU, requesting that if either party was interested in receiving the Qualified Phase 2 Bids, an Undertaking would be required, agreeing to keep all of the information regarding the Qualified Phase 2 Bids strictly confidential. Copies of the May 25, 2023 e-mail correspondence to SallyPort and FWCU are attached hereto as Appendix H.

41. On May 26, 2023, FWCU provided the necessary Undertaking, and the Monitor shared the Qualified Phase 2 Bids with FWCU. No response to the Monitor's May 25, 2023 correspondence was received from Sallyport.
42. The particulars of the Qualified Phase 1 Bids and Qualified Phase 2 Bids are discussed in further detail in the Confidential Supplement.
43. Subsequent to the Phase 2 Bid Deadline, the Monitor engaged in various correspondence with TD Bank and with certain of the Phase 2 Bidders, clarifying questions in respect of their submissions, and facilitating negotiations as between the Phase 2 Bidder(s) and TD Bank.
44. On June 21, 2023, the Monitor rejected all but one of the Qualified Phase 2 Bids, and advised Stephen Segal (one of the two (2) principals submitting the bid, the other of which is Brandt Enderle) (the "**Segal Group**") that the Segal Group's revised offer (the "**Revised Segal Offer**") had been selected as the Successful Bid (as defined in the SISP), and that the Applicants and the Monitor would move to finalize definitive agreements in respect of the Successful Bid, conditional upon Court approval.
45. During the period June 21, 2023 to July 19, 2023, further negotiations between the Segal Group and TD Bank ensued. As the parties began drafting an asset purchase agreement, it was determined that the Accurate Director, Tim Morris, who was also a guarantor of certain of the Companies' debts, wanted to participate with the Segal Group's submission. As a result of Tim Morris' interest, on July 19, 2023, the Segal Group presented a final offer (the "**Final Segal Offer**") and draft Sale Agreement. Attached hereto as Appendix I is a redacted version of the Sale Agreement.
46. The Monitor is of the view that the Final Segal Offer is reasonable in the circumstances,

and that the Transaction should be approved as the Final Segal Offer is the best offer available after completion of the SISP. The Monitor is recommending the Court approve the Transaction and the Sale Agreement for, among others, the following reasons:

- (a) The aggregate consideration of the Transaction (i.e. the Purchase Price plus the Additional Third Party Consideration as detailed in the Confidential Supplement) is superior to all other offers submitted during the SISP;
- (b) The Transaction is expected to provide greater net realizations for the Companies' assets than would be expected in a receivership and/or bankruptcy scenario;
- (c) The Transaction will result in the assumption of certain deferred revenue liabilities and the associated Project(s), benefiting customers who may otherwise not have had Projects completed;
- (d) The Transaction provides for continued employment of at least 85% of the current active employees (approximately 255 employees), including the assumption of seniority and vacation accruals;
- (e) The Transaction provides for the continued involvement of key personnel who are most familiar with the business, its employees, its suppliers, its customers, and the Projects;
- (f) The Transaction provides for the uninterrupted continuation of major commercial Projects, benefiting all involved stakeholders;
- (g) The Secured Creditors (as defined in the SISP Procedures as Sallyport, FWCU, and TD Bank) have had the opportunity (if they so elected) to review the Phase 1 Bids and the Phase 2 Bids, and have also been apprised of the Final Segal Offer and the Sale Agreement, and the Secured Creditors have not raised any objection(s) to the Transaction;
- (h) Approval of the Final Segal Offer will limit the ongoing costs required to fund the CCAA proceedings currently being borne exclusively by the DIP Lender;
- (i) TD Bank is the primary secured creditor with approximately \$9.7 million of debt

owing as the date of the Initial Order, and is supportive of the Transaction;

- (j) While the Companies' assets could have been exposed to the market for a longer period of time, it is unlikely that this would have resulted in a higher net realization given the various industry and operational challenges facing the Companies, and considering the other offers submitted during the SISP;
- (k) The Final Segal Offer provides certainty in a very uncertain market; and
- (l) The SISP was conducted in a fair and transparent manner, and with integrity, in accordance with the SISP Procedures, and in particular:
 - (i) Stephen Segal did not review any of the competing bids, nor did he participate in the SISP process other than as a bidder;
 - (ii) Tim Morris functioned as the Accurate Director under the SISP, and it was not until after the competing bids had already been rejected, making the Revised Segal Offer the Successful Bid, that Tim Morris ceased to function as the Accurate Director and was asked to participate with the Segal Group; and
 - (iii) The Monitor facilitated the negotiations and finalization of the Sale Agreement thereafter.

ASSIGNMENT OF AGREEMENTS

- 47. In accordance with section 11.3 of the CCAA, on application by the Companies (and on notice to every party to an agreement and the Monitor), the Court may make an order assigning the rights and obligations of the Companies under an agreement to any person who is specified by the Court and agrees to the assignment.
- 48. In deciding whether to make an Order, the Court is to consider, among other things, the following:
 - (a) Whether the Monitor approved the proposed assignment;
 - (b) Whether the person to whom the rights and obligations are to be assigned would

be able to perform the obligations; and

- (c) Whether it would be appropriate to assign the rights and obligation to that person.
49. Further, the Court may not make the Order unless it is satisfied that all monetary defaults in relation to the agreement, other than those arising by reason only of the Companies' insolvency, the commencement of proceedings under the CCA, or the Companies' failure to perform a non-monetary obligation, will be remedied on or before the day fixed by the Court.
50. Schedule C to the Sale Agreement details the various agreements to be assigned to the Segal Group (sometimes referred to as the "**Purchaser**") (collectively the "**Assigned Contracts**", and individually an "**Assigned Contract**"). In accordance with section 4.4 of the Sale Agreement:
- (a) The Purchaser will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contacts;
 - (b) No later than four (4) business days prior to the date of the application for the Assignment Order, the Purchaser shall inform the Applicants of any Assigned Contract which the Purchaser require to be assigned, and on or before closing the Applicants shall obtain an order of the Court assigning such Assigned Contracts;
 - (c) The Purchaser will be responsible for all cure costs in respect of the Assigned Contracts; and
 - (d) No attempt will be made to have an agreement assigned that is not assignable or for which any requisite consent or approval has not been obtained.
51. As at the date of this Second Report, the Monitor has been advised by the Purchaser that any Assigned Contracts do not require an assignment order. Should such an assignment order be required prior to Transaction closing, the matter will be brought back before the Court.

RELEASE OF GUARANTEES

52. Attached hereto as Appendix J are Manitoba Companies Office and Federal Corporations Canada registry searches dated July 17, 2023, evidencing that Stephen Segal, Brant Enderle, and Tim Morris were directors of the Applicants (collectively the “**Principals**”) as at the date of the registry searches.
53. The Sale Agreement is conditional upon, among other things, the Court granting an AVO that provides for the release of the Principals from any liabilities in connection with any of the Principals' guarantees of any of the commitments, loans, or obligations of the Applicants (the “**Release Provision**”). The Release Provision does not extend to any statutory obligations that the Principals may have in their capacity as directors or officers of the Applicants, or claims or entitlements that a Person may have against any directors' or officers' liability insurance or the Directors' Charge. The Release Provision appears in paragraph 9 of the form of AVO attached as Schedule "G" to the Sale Agreement, and Schedule "B" to the Monitor's motion.
54. Attached hereto as Appendix K is a schedule prepared by the Applicants detailing the estimated amounts of each of the Principals' guarantees. As per the terms of Sale Agreement, and as more particularly discussed in the Confidential Supplement, the Principals have reached settlements with TD Bank, Sallyport, and FWCU in respect of their guarantees to those parties. If granted, the AVO's Release Provision would have the effect of releasing and discharging the Principals from the balance of the guarantees to the other parties listed in Appendix K.
55. The Monitor notes as follows with respect to the Release Provision:
- (a) The Court granting a form of AVO providing for the Principals' release from their guarantees is a condition precedent in the Sale Agreement and therefore the closing of the Transaction and the benefits that will flow from the same, as described in paragraph 46 above;
 - (b) The Principals are contributing financially to the Transaction and Stephen Segal, in particular, has been directing the Opcos' day-to-day business operations and restructuring throughout the *CCAA* proceedings, while Tim Morris fulfilled the

responsibilities and duties of the Accurate Director during the SISP;

- (c) The notice of motion and draft AVO have been circulated to the service list and the Monitor has specifically commented on the effect of the Release Provision, such that any interested party ought to be aware of the scope of the release sought; and
- (d) The Release Provision is limited to certain of the Principals' guarantees and do not extend to any statutory obligations or claims against directors' and officers' liability insurance or the Directors' and Officers' Charge.

ENHANCED POWERS OF THE MONITOR TO CLOSE THE TRANSACTION

56. The Monitor understands that the directors of the Companies are likely to resign on July 20, 2023; consequently, the Monitor is seeking the Court's authorization and direction to complete the following on behalf of the Applicants:

- (a) Execute the Sale Agreement that has been agreed upon by the Purchaser, the DIP Lender, and the Applicants;
- (b) Close the Transaction, subsequent to Court approval; and
- (c) Collect the Net Proceeds on closing and complete the proposed Interim Priority Distributions (as defined below).

INTERIM PRIORITY DISTRIBUTIONS

57. Since the filing of the Pre-Filing Report, CRA has completed its payroll and GST audits in respect of the Applicants, and the table below summarizes the priority claims as at February 10, 2023 (the “**CRA Priority Claims**”):

**Canada Revenue Agency
Outstanding Remittance Obligations as at February 10, 2023**

	Notes (1)/(2)	Payroll Source Deductions	GST/HST
Polar Window		100	106,980
Accurate Dorwin		103	91,496
Glass 8	█ (3)	449,229	93,485
National Interiors		1,597	875
Allsco		-	466,071
Alweather		-	501,566
Total		451,029	1,260,474

Notes:

- █(1) Based on the results of CRA's payroll audit (Notice of Assessments issued in June/July 2023).
- █(2) Based on the results of CRA's GST audit (Notice of Assessments issued in June 2023), inclusive of amounts assessed under Section 296(1) of the Excise Tax Act.
- █(3) \$354,862 (excluding interest and penalties) appears to be a super-priority deemed trust. This amount pre-dates the current owners acquisition of Glass 8.

58. Furthermore, the following priority ranking charges have been granted under the ARIO:

- (a) First – Administration Charge to the maximum of \$0.5 million;
- (b) Second – DIP Lender’s Charge to the maximum of \$2.35 million;
- (c) Third – Director’s Charge to the maximum of \$0.3 million; and
- (d) Fourth – KERP Charge to the maximum of \$0.3 million.

59. Provided this Honourable Court is prepared to grant the requested increase in the Administration Charge to \$1.0 million (being sought at the July 21, 2023 hearing), the Monitor is recommending the following interim priority distributions be made from the Net Proceeds (as defined in the Confidential Supplement) (collectively the “**Interim Priority Distributions**”):

- (a) In accordance with the first ranking Administration Charge (if increased to \$1.0 million):
 - (i) \$247,132 on account of the Monitor’s outstanding fees and disbursements (as further detailed below);
 - (ii) \$185,208 on account of the Monitor’s legal counsel’s outstanding fees and disbursements (as further detailed below); and
 - (iii) \$201,545 on account of the Applicant’s legal counsel’s outstanding fees and disbursements; and

- (b) In accordance with the DIP Lender’s Charge:
- (i) Repayment of the DIP Facility to the maximum amount of \$2,350,000.

60. It is the Monitor’s expectation that a further hearing will be scheduled prior to the expiration of the Extended Stay Period (as defined below) seeking approval of a final distribution which will consider the CRA Priority Claims, any trust claims, along with the discharge of the Monitor.

CASH FLOW STATEMENT AND LIQUIDITY

61. The Companies’ cash receipts and disbursements for the period March 20, 2023 to July 7, 2023 are attached as Appendix L (as compared to the amended cash flow attached as Appendix H to the First Report (the “Amended Cash Flow”)), and are summarized below:

Opcos Consolidated
Actual to Forecast Results
For the 16-Week Period ended July 7, 2023

Consolidated	Weeks 7 to 22 Actual	Weeks 7 to 22 Forecast	Weeks 7 to 22 Variance
Receipts			
Accounts Receivable	12,810,699	14,123,180	(1,312,481)
Debtor in Possession (DIP) Advance / Temporary Bulge	1,132,633	-	1,132,633
Deposits	801,439	718,447	82,992
Transfers from Other Entities	3,886,685	1,314,756	2,571,929
Transfers (to) / from USD	277,282	(33,969)	311,251
Total Receipts	18,908,738	16,122,414	2,786,324
Disbursements			
Accounts Payable (Vendors) and Misc. Payments	7,858,801	6,522,651	1,336,151
Benefits / WCB / DC Pension / Union Dues	335,807	262,341	73,466
GST / HST Remittances	405,954	881,106	(475,151)
Insurance	69,064	79,638	(10,573)
Interest	47,874	60,000	(12,126)
Lease Payments	164,813	172,599	(7,786)
Payroll / Source Deductions / Commissions	4,690,528	5,251,996	(561,468)
Rent / Property Taxes	585,329	623,202	(37,872)
Transfers to Other Entities	3,886,685	1,314,756	2,571,929
Utilities	134,150	137,854	(3,705)
Visa (Credit Card) / Loan	14,927	75,509	(60,582)
Total Disbursements	18,193,932	15,381,651	2,812,281
Net Cash Inflows / (Outflows) from Operations	714,806	740,763	(25,957)
Restructuring Costs			
Accurate Group’s Legal Counsel	(144,745)	(700,000)	555,255
Monitor	(103,583)	(525,000)	421,418
Monitor’s Legal Counsel	(51,673)	(305,000)	253,327
DIP Fees / Interest	(35,000)	(95,000)	60,000
KERP	-	(125,000)	125,000
Contingency	-	(115,000)	115,000
Total Restructuring Costs	(335,000)	(1,865,000)	1,530,000
Net Cash Inflows / (Outflows) after Restructuring Costs	379,806	(1,124,237)	1,504,043

62. The Monitor has conducted daily reviews of the Companies’ actual cash flow compared to the Amended Cash Flow, and has attended daily “cash calls” with Management. In accordance with the DIP Facility Term Sheet, bi-weekly variance analysis has been

provided to TD Bank. The Monitor's comments on the actual cash flow to July 7, 2023 are as follows:

- (a) Compared with the Amended Cash Flow, the Companies experienced an overall favorable variance of approximately \$1.5 million.
- (b) The variance is primarily attributable to the following:
 - (i) \$1.3 million unfavourable accounts receivable variance compared to forecast due to payment delays from general contractors as a result of the general uncertainty involved with the CCAA proceedings, subcontractor liens being filed (and/or threatened) against Projects resulting in funds being paid into Court and/or held back by general contractors, and a reduction in factoring from Sallyport (resulting from dealers exceeding credit limits with Sallyport, and pre-CCCA raw material shortages resulting in reduced sales post-filing). The magnitude of the unfavourable variance has been artificially reduced as a result of certain flow through funding agreements (whereby arrangements have been made with general contracts to pre-pay the Companies for certain materials, on the condition that the funds are immediately flowed through by the Companies to its sub-suppliers) (the "**Flow Through Funding**");
 - (ii) \$1.1 million favourable DIP Facility / Temporary Bulge variance as the DIP Facility / Temporary Bulge was not included in the forecast receipts;
 - (iii) \$0.3 million favourable USD conversion variance as the Accurate Dorwin USD account was not included in the Amended Cash Flow;
 - (iv) \$1.3 million unfavourable accounts payable variance as despite disbursements being controlled to match available cash, the Flow Through Funding has resulted in artificially inflating total disbursements during the period;
 - (v) \$0.5 million favourable GST/HST remittance variance resulting from a determination by the Applicants and CRA that approximately \$150,000

of pre-filing GST included in the forecast was caught by the stay of proceedings, along with the timing of certain post-filing GST remittances;

- (vi) \$0.6 million favourable payroll variance as overhead staffing levels remain low, positions remain open, and some additional attrition has resulted since the filing of the First Report;
- (vii) \$0.1 million net favourable rent, interest, benefit, insurance, utilities, lease, and credit card fee variance, primarily resulting from timing differences;
- (viii) \$1.2 million favourable professional fee variance due to timing of invoicing and payment delays given cash availability;
- (ix) \$0.1 million favourable DIP Fees / Interest variance as interest charges associated with the DIP Facility were included in the operating disbursements; and
- (x) \$0.2 million favourable KERP and contingency variance as KERP payments have not been paid to conserve cash flow, and no amounts have been applied to the contingency reserve.

63. As of the date of this Second Report, all expenses incurred by the Applicants, with the exception of professional fees, the KERP, and certain pre-filing GST arrears (payable in accordance with paragraph 9(b) of the ARIO), have been paid in accordance with the ARIO from ongoing operations and the Court approved Existing DIP Facility.

64. As can be seen from the revised cash flow statement for the period ending September 1, 2023 (the “**Revised Cash Flow Forecast**”), attached hereto as Appendix M and summarized below, the Applicants anticipate exceeding the Existing DIP Facility during the Extended Stay Period (as defined below) by approximately \$0.1 million (excluding restructuring costs).

Opcos Consolidated
Forecast for the 8-Week Period July 10, 2023 to September 1, 2023

Consolidated	Weeks 23 to 30 Forecast
Receipts	
Accounts Receivable	6,379,746
Deposits	405,598
Transfers from Other Entities	458,002
Total Receipts	7,243,345
Disbursements	
Accounts Payable (Vendors) and Misc. Payments	2,962,482
Temporary Bank Bulge Retirement	107,633
Benefits / WCB / DC Pension / Union Dues	201,190
GST / HST Remittances	604,860
Insurance	37,006
Interest	30,000
Lease Payments	129,041
Payroll / Source Deductions / Commissions	2,565,969
Rent / Property Taxes	209,907
Transfers to Other Entities	458,002
Utilities	63,396
Visa (Credit Card) / Loan	105,031
Total Disbursements	7,474,518
Net Cash Inflows / (Outflows) from Operations	(231,173)
Restructuring Costs	
Accurate Group's Legal Counsel	(310,000)
Monitor	(410,000)
Monitor's Legal Counsel	(275,000)
KERP	(125,000)
Contingency	(100,000)
Total Restructuring Costs	(1,220,000)
Net Cash Inflows / (Outflows) after Restructuring Costs	(1,451,173)

65. The Revised Cash Flow Forecast includes the assumptions as set out in the Notes and Assumptions (the “**Notes and Assumptions**”) attached thereto.
66. The Monitor’s comments on the Revised Cash Flow Forecast are as follows:
- (a) For the period July 10, 2023 to September 1, 2023, the Companies are projected to have gross receipts of approximately \$7.2 million and operating disbursements of approximately \$7.4 million (excluding restructuring costs), representing a net operating cash outflow of approximately \$0.2 million. Restructuring costs are forecast to approximate \$1.2 million, resulting in a net cash shortfall of approximately \$1.4 million.
 - (b) As the Existing DIP Facility is projected to be insufficient to allow the Applicants to continue operations until the closing of the Transaction, subject to Court approval of the Transaction, the Monitor understands that the Purchaser has agreed to fund any cash requirements of the Applicants between Court approval of the Transaction and closing.

- (c) The Monitor's review of the Revised Cash Flow Forecast consisted of inquiries, analytical procedures, and discussions related to information supplied to the Monitor by Management of the Companies. Since the Notes and Assumptions need not be supported, the Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Revised Cash Flow Forecast. The Monitor has also reviewed the support provided by Management for the Notes and Assumptions, and the preparation and presentation of the Revised Cash Flow Forecast.
- (d) Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:
 - (i) The Notes and Assumptions are not consistent with the purpose of the Revised Cash Flow Forecast;
 - (ii) As at the date of this Second Report, the Notes and Assumptions developed by Management are not suitably supported and consistent with the plans of the Companies or do not provide a reasonable basis for the Revised Cash Flow Forecast, given the Notes and Assumptions; or
 - (iii) The Revised Cash Flow Forecast does not reflect the Notes and Assumptions.

67. Since the Revised Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented, even if the events described in the Notes and Assumptions occur, and the variations may be material. Accordingly, the Monitor expresses no assurance as to whether the Revised Cash Flow Forecast will be achieved. The Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Second Report, or relied upon by the Monitor in its preparation.

STAY PERIOD

68. Absent an extension of the Stay Period, the stay granted by the April 5, 2023 Order will expire on July 28, 2023. The Monitor is seeking an extension of the Stay Period until

September 1, 2023 (the “**Extended Stay Period**”), to allow sufficient time for the Transaction to close in accordance with the Sale Agreement.

69. The Monitor is aware of its duty under section 23(1)(h) of the CCAA. That section states that, if the Monitor is of the opinion that it would be more beneficial to the company’s creditors if proceedings in respect of the company were taken under the *Bankruptcy and Insolvency Act* (“**BIA**”), it shall so advise the Court without delay after coming to that opinion. As at the date of this Second Report, the Monitor has not formed such an opinion.
70. The Monitor is of the view that continuing the Companies’ restructuring under the CCAA proceedings will preserve the businesses as going concerns while the Transaction is closed, which will maximize and preserve value for stakeholders of the Companies.
71. The Applicants are working diligently to manage their financial and operational restructuring in accordance with the Revised Cash Flow Forecast, and the Monitor understands that the Purchaser is prepared to assist with any short-term cash requirements of the Applicants to facilitate ongoing operations while the Transaction is closed.
72. The Monitor is of the view that the Companies have acted, and are acting, in good faith and with due diligence.
73. Subject to the Applicants confirming the availability of additional funding, if needed, during the Extended Stay Period, the Monitor respectfully recommends that this Honourable Court approve an extension of the stay of proceedings to September 1, 2023.

FEES AND DISBURSEMENTS OF THE MONITOR AND ITS LEGAL COUNSEL

74. Pursuant to paragraph 32 of the ARIO, the Monitor and its legal counsel shall pass their accounts from time to time.
75. Attached as Appendix N is a summary of the invoices of the Monitor for fees and disbursements incurred during the course of the proceedings for the period March 27, 2023 to July 9, 2023. The Monitor’s accounts total \$247,132 in fees and disbursements (including GST), and all amounts remain outstanding and owing by the Applicants.

76. The fees charged by the Monitor are based on the amount of professional time required at hourly billing rates, which vary depending upon the experience level and location of the professionals involved. The average hourly rate charged by the Monitor in these proceedings for invoices issued to date is \$514 per hour. The rates charged by the Monitor are the normal rates and charges for engagements of this nature, and are comparable to the rates charged for the provision of services by other professional firms providing specialized financial advisory and restructuring services.
77. The Monitor is of the view that its fees and disbursements are fair and reasonable in the circumstances and have been duly rendered in response to the required and necessary duties of the Monitor in accordance with the provisions of the Initial Order and the ARIO.
78. Attached as Appendix O is a summary of the invoices of the Monitor's legal counsel for fees and disbursements incurred during the course of the proceedings for the period March 27, 2023 to July 17, 2023. The accounts total \$185,208 in fees and disbursements (including PST and GST), and all amounts remain outstanding and owing by the Applicants.
79. The Monitor has reviewed the invoices rendered by its legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Initial Order, the ARIO, and the April 5, 2023 Order.
80. Attached as Appendix P is a summary of the invoices of the Applicants' legal counsel for fees and disbursements incurred during the course of the proceedings for the period March 1, 2023 to July 15, 2023. The accounts total \$201,545 in fees and disbursements (including PST and GST), and all amounts remain outstanding and owing by the Applicants.
81. The Monitor has reviewed the invoices rendered by the Applicants' legal counsel and finds them reasonable and validly incurred in accordance with the provisions of the Initial Order, the ARIO, and the April 5, 2023 Order.
82. Copies of the invoices of the Monitor's legal counsel and the Applicants' legal counsel can be made available to the Court upon request.

RECOMMENDATIONS

83. For the reasons set out above, the Monitor recommends that the Court, should it see fit to do so, grant the following relief, including:
- (a) The abridgement of the time for service of the Monitor's notice of motion and all other materials filed in support of the same;
 - (b) Approval of the Transaction and the Sale Agreement, inclusive of the release of the guarantees of the Principals, and directing and authorizing the Monitor to execute the Sale Agreement and take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser;
 - (c) A declaration that, upon the delivery of the Monitor's Certificate to the Purchaser, all of the Applicants' right, title, and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser free and clear of and from any and all Claims and Encumbrances;
 - (d) The sealing of the Confidential Report until the filing of the Monitor's Certificate or further order of the Court;
 - (e) Approval of the increase in the Administration charge to \$1.0 million;
 - (f) An extension of the Stay Period from July 28, 2023 to September 1, 2023;
 - (g) Approval of the reported activities and actions of the Monitor since the date of the First Report in respect of administering these CCAA proceedings;
 - (h) Approval of the Second Report and the Confidential Supplement;
 - (i) Approval of the fees and disbursements of the Monitor, the Monitor's legal counsel, and the Applicants' legal counsel for the period March 27, 2023 to July 9, 2023, March 27, 2023 to July 17, 2023, and March 1, 2023 to July 15, 2023, respectively;
 - (j) Approval of the Applicants' execution of the Second Amended Loan Agreement,

authorizing and empowering the Applicants to use \$150,000 of the Existing DIP Facility, previously set aside for payment to CRA, to pay professional fee arrears;

- (k) Approval of the Interim Priority Distributions; and
- (l) Granting such further and other relief that the Court considers just and warranted in the circumstances.

All of which is respectfully submitted at Winnipeg, Manitoba, this 20th day of July, 2023.

DELOITTE RESTRUCTURING INC.

In its capacity as Monitor of
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.
and not in its personal capacity.



Per: Brent Warga, CPA, CA, CIRP, LIT
Senior Vice-President

Appendix A – April 5, 2023 Order

**THE KING'S BENCH
WINNIPEG CENTRE**

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 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.

(the "Applicants")

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

Certified copy of

TRUE COPY

ORDER

MLT AIKINS LLP
Barristers & Solicitors
30th Floor – 360 Main Street
Winnipeg, Manitoba, R3C 4G1

J.J. BURNELL / ANJALI SANDHU
Telephone: (204) 957-4663 / (204) 957-4760
Facsimile: (204) 957-0840

File No. 0037903.00035

Box No. 3

**THE KING'S BENCH
WINNIPEG CENTRE**

THE HONOURABLE)
MR. JUSTICE BOCK) Wednesday, the 5th day of April, 2023
)

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 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 ALL WEATHER WINDOWS & DOORS, POLAR HOLDING LTD., 10064720 MANITOBA LTD. AND 12986914 CANADA LTD.

(the "Applicants")

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

ORDER

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at the Law Courts Building at 408 York Avenue, in the City of Winnipeg, in the Province of Manitoba.

ON READING the Affidavit of Stephen Segal sworn February 6, 2023, the Affidavit of Stephen Segal sworn April 3, 2023, the First Report of the Monitor dated April 3, 2023 (the "First Report"), and on hearing the submissions of counsel for the Applicants, counsel for Deloitte Restructuring Inc. (the "Monitor"), counsel for The

Toronto-Dominion Bank (“TD”), counsel for Oscar Bidco, Inc., counsel for Chandos Construction and counsel for Kawneer Company Canada Ltd., no one else appearing although duly served as appears from the Affidavit of Service of Lila Alnadi sworn April 4, 2023,

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

2. THIS COURT ORDERS that all capitalized terms not otherwise defined herein have the definitions ascribed to them in the Amended and Restated Initial Order (the “**Amended and Restated Initial Order**”) pronounced in this proceeding on February 14, 2023.

SISP and SISP Procedures

3. THIS COURT ORDERS that the sale and investment solicitation process in respect of the Applicants (the “**SISP**”) and its implementation in accordance with the Sale and Investment Solicitation Procedures (the “**SISP Procedures**”), as attached hereto as **Schedule “1”**, is hereby approved.

4. THIS COURT ORDERS that each of the Applicants and the Monitor are hereby authorized and empowered to implement the SISP and perform each of their respective obligations under the SISP in accordance with the SISP Procedures.

DIP Loan and DIP Charge Amendment

5. THIS COURT ORDERS that the execution of the Amended Interim Facility Loan Agreement dated April 5, 2023 (the "**Amended Loan Agreement**") by the Applicants attached as **Exhibit "2"** to the Affidavit of Stephen Segal sworn April 3, 2023 is hereby authorized and approved and the Applicants are hereby authorized and empowered to borrow up to an additional \$1,150,000.00 (\$2,350,000.00 in aggregate) pursuant to the Amended Loan Agreement, and paragraph 34 of the Amended and Restated Initial Order is amended accordingly.

6. THIS COURT ORDERS that the Amended and Restated Initial Order is amended such that all references to the "Commitment Letter" shall refer to the Commitment Letter, as amended by the Amended Loan Agreement.

7. THIS COURT ORDERS that the DIP Lender's Charge shall secure all indebtedness, interest, fees, costs, liabilities and/or obligations owing to TD under and pursuant to the Commitment Letter, as amended by the Amended Loan Agreement.

Stay Period

8. THIS COURT ORDERS that the Stay Period is hereby extended until and including July 28, 2023.

Monitor's Activities

9. THIS COURT ORDERS that the First Report and the activities and actions of the Monitor as described therein are hereby approved.

Fee Approval

10. THIS COURT ORDERS that the fees and disbursements of counsel for the Applicants for the period of January 4, 2023 to March 15, 2023, the fees and disbursements of the Monitor for the period of January 18, 2023 to March 26, 2023 and the fees and disbursements of counsel for the Monitor for the period of January 26, 2023 to March 26, 2023 are hereby approved.

Funds Entitlement

11. THIS COURT ORDERS that a hearing date (the "**Hearing**") may be set in the CCAA proceedings to determine the priority and entitlement of TD:

- a. over liens registered or liens that have been submitted to a land titles office for registration, or solely served, or to funds or other security which may, at a later date, be paid into court or into trust to vacate or discharge a lien ("**Liens**"), in respect of any government lands or projects in Manitoba and Alberta ("**Projects**") for work, services and/or supplies provided ("**Work**") in respect of any project to which any of the Applicants are a contracting party, including, but not limited to, all contracts with general contractors and sub/sub-contractors and suppliers ("**Applicant Project**");
- b. to security given or funds deposited with a court for the purposes of vacating or discharging a lien or a claim for a lien ("**Court Lien Discharge Funds**") in respect of Projects for Work in respect of any Applicant Project;

- c. to funds held in trust for the purposes of vacating or discharging a lien or a claim for a lien ("**Trust Lien Discharge Funds**") in respect of Projects for Work in respect of an Applicant Project; or
- d. to statutory trust funds ("**Statutory Trust Funds**", along with Liens, Court Lien Discharge Funds and Trust Lien Discharge Funds, "**Funds**") in accordance with the provincial lien legislation in respect of Projects for Work in respect of an Applicant Project.

12. THIS COURT ORDERS that the Applicants shall as soon as possible serve this Order, which shall include the notice of claim form attached as **Schedule "2"** ("**Notice of Claim Form**"), on the Service List, and any owners, general contractors and lien claimants and statutory trust fund claimants not on the Service List in respect of which liens have either been filed to the Applicants' knowledge or the Applicants have been advised that liens will be filed with respect to projects to which any of the Applicants are a contracting party.

13. THIS COURT ORDERS that any person (other than TD) who:

- a. Claims an interest in, or entitlement to, Liens, in respect of Projects for Work in respect of an Applicant Project;
- b. Claims an interest in, or entitlement to, Court Lien Discharge Funds in respect of Projects for Work in respect of an Applicant Project;
- c. Claims an interest in, or entitlement to, Trust Lien Discharge Funds in respect of Projects for Work in respect of an Applicant Project; or

- d. Claims an interest in, or entitlement to, Statutory Trust Funds in accordance with the provincial lien legislation in respect of Projects for Work in respect of an Applicant Project,

(together the "Interested Parties")

shall provide to the Monitor one or more completed Notice of Claim Forms by no later than April 17, 2023 ("Claims Notice Date").

14. THIS COURT ORDERS that TD may, but is not required to, file a notice of motion regarding the determination of the priority and entitlement of TD to some or all of the Funds ("TD Priority Motion"). Any such notice of motion filed by TD must be served by TD on the Applicants, the Monitor and Interested Parties having submitted a Notice of Claim Form by the Claims Notice Date ("Lien Notice Parties").

15. THIS COURT ORDERS that TD shall have leave to file and serve an amended notice of motion to the TD Priority Motion by the date TD would be required to file materials under paragraph 16(d) herein, without further order of the Court.

16. THIS COURT ORDERS that in the event TD files and serves the TD Priority Motion, the following shall apply:


- a) The Lien Notice Parties shall within fourteen (14) days of TD filing and serving the TD Priority Motion thereon, file with this Court and serve on the Applicants, the Monitor and TD the affidavit materials they intend to rely upon to establish entitlement to some or all of the Funds, and those who fail to do so shall forever be barred from thereafter claiming any entitlement to the Funds (the "Lien Claims

Bar Date"). For certainty, nothing in this Order shall bar any party from claiming entitlement to liens where liens have not been submitted for registration or served in respect of government lands as of the Lien Claims Bar Date;

- b) The Applicants shall within thirty (30) days of the Lien Claims Bar Date, file with this Court and serve on the Monitor, TD and the Lien Notice Parties an affidavit setting out all evidence in their possession or knowledge with respect to the Funds and including any reply evidence to any evidence submitted by the Lien Notice Parties;
- c) any cross-examinations on affidavits filed by the Lien Notice Parties and by the Applicants shall occur within fourteen (14) days following the Applicants filing and serving their affidavit material;
- d) TD shall file with this Court and serve on the Applicants, the Monitor and the Lien Notice Parties the materials, including a motion brief, that it intends to rely upon to establish its priority over and entitlement to some or all of the Funds within fourteen (14) days of the completion of cross-examinations;
- e) any responding motion briefs in response to the motion brief of TD shall be filed and served by the Lien Notice Parties on the Applicants, Monitor and TD within one (1) week of TD filing and serving its motion brief.

17. THIS COURT ORDERS that the Applicants or TD may apply to this Court to have the schedule herein varied on four (4) days' notice to the Monitor and Lien Notice Parties.

April 11, 2023


BOCK, J.

I, J.J. BURNELL, OF THE FIRM OF MLT AIKINS LLP HEREBY CERTIFY THAT I HAVE RECEIVED THE CONSENTS AS TO FORM OF THE FOLLOWING PARTIES:

Ian Sutherland K.C., McDougall Gauley LLP, counsel for Deloitte Restructuring Inc.


Sam Gabor, Gowling WLG, counsel for The Toronto-Dominion Bank

Jon Hillson, Dentons, counsel for Chandos Construction

Jared Wheeler, Holloway Thliveris LLP, counsel for Oscar Bidco, Inc.

Kelsey Meyer, Bennett Jones LLP, counsel for Kawneer Company Canada Ltd.

AS DIRECTED BY THE HONOURABLE MR. JUSTICE BOCK.

I hereby certify that the within instrument is a true and correct copy of the instrument of which it purports to be a copy.
Given under my hand and seal of office this 11th day of April 20 23

DEPUTY REGISTRAR
COURT OF KING'S BENCH, WINNIPEG CENTRE

Schedule "1"

SALE AND INVESTMENT SOLICITATION PROCEDURES

POLAR WINDOW OF CANADA LTD., ACCURATE DORWIN (2020) INC., GLASS 8 INC., NATIONAL INTERIORS (2021) INC., 12986647 CANADA LTD. (O/A ALLSCO WINDOWS & DOORS), AND 12986591 CANADA LTD. (O/A ALWEATHER WINDOWS & DOORS), POLAR HOLDING LTD., 10064720 MANITOBA LTD. AND 12986914 CANADA LTD.

RECITALS

- A. Pursuant to an order granted by the Court of King's Bench in Manitoba (the "**Court**") on February 10, 2023 (the "**Initial Order**"), which Initial Order was amended and restated on February 14, 2023 (the "**ARIO**"), Deloitte Restructuring Inc. was appointed as monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act* proceedings (the "**CCAA Proceedings**") of Polar Window of Canada Ltd. ("**Polar Window**"), Accurate Dorwin (2020) Inc. ("**Accurate Dorwin**"), Glass 8 Inc. ("**Glass 8**"), National Interiors (2021) Inc. ("**National Interiors**"), 12986647 Canada Ltd. (o/a Allsco Windows & Doors) ("**Allsco**"), and 12986591 Canada Ltd. (o/a Alweather Windows & Doors) ("**Alweather**") (collectively the "**Accurate Group**"), in addition to three (3) holding corporations, Polar Holding Ltd. ("**Polar Holdco**"), 10064720 Manitoba Ltd. ("**1006**"), and 12986914 Canada Ltd. ("**6914**") (collectively the "**Holdcos**"), which hold shares in the Accurate Group.
- B. On April 5, 2023, the Court granted an order (the "**SISP Approval Order**"), among other things, approving and ratifying the sale and investment solicitation procedures (the "**SISP**") and the SISP procedures set forth herein (these "**SISP Procedures**").
- C. The SISP Approval Order, the SISP, and these SISP Procedures shall govern the process for soliciting and selecting bids for:
- (a) the sale (a "**Sale**") of some, all or substantially all of the property, assets and undertakings of the Accurate Group (the "**Property**"), including without limitation:
 - (i) Polar Window;
 - (ii) Accurate Dorwin;
 - (iii) Glass 8;
 - (iv) National Interiors;
 - (v) Allsco; and
 - (vi) Alweather; and
 - (b) for the restructuring, recapitalization, or refinancing of the Accurate Group (an "**Investment**", and together with a Sale, a "**Transaction**").
- D. All dollar amounts expressed herein, unless otherwise noted, are in Canadian currency. Unless otherwise indicated herein, any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In these SISP Procedures, the following terms have the definitions given to them below:

- (a) “**Business Day**” means a day (other than Saturday or Sunday) on which banks are generally open for business in Winnipeg, Manitoba.
- (b) “**Draft Approval Order**” means the form of sale approval and vesting order to be developed by the Monitor, in consultation with the DIP Lender and the Accurate Director, and provided to Qualified Phase 2 Bidders making a Sale Proposal (in each case as defined below).
- (c) “**Draft Purchase Agreement**” means the form of purchase and sale agreement to be developed by the Monitor, in consultation with the DIP Lender and the Accurate Director, and provided to Qualified Phase 2 Bidders making a Sale Proposal (in each case as defined below).
- (d) “**DIP Lender**” means The Toronto-Dominion Bank.
- (e) “**Secured Creditors**” means, as applicable, The Toronto-Dominion Bank, FWCU Capital Corp. and Sallyport Commercial Finance ULC, as parties with first ranking security interests in respect of certain property and assets of the Accurate Group (subject to the priority charges granted in the ARIO).

ARTICLE 2 OPPORTUNITY

2.1 Solicitation Process

- (a) These SISP Procedures describe, among other things, the Property available for sale, the opportunity for an investment in the Accurate Group, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Accurate Group, the Property, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (in each case as defined below), respectively, the receipt and negotiation of bids received, the ultimate selection of one or more Successful Bids and a Backup Bid (in each case as defined below), if in the discretion of the Monitor in consultation with the DIP Lender, a Backup Bid is identified in accordance with these SISP Procedures, and the approval thereof by the Court (collectively, the “**Solicitation Process**”).
- (b) The Monitor shall conduct the Solicitation Process as outlined herein. In the event that there is a disagreement or clarification required as to the interpretation or application of these SISP Procedures, the Monitor shall, within ten (10) Business Days, file a motion with the Court seeking directions.

2.2 Sale and Investment Opportunity

These SISP Procedures are intended to solicit interest in, and opportunities for: (a) a sale of all or part of the Property, and/or (b) an Investment, in each case to be structured in a manner acceptable

to the Monitor in consultation with the DIP Lender and Tim Morris acting on behalf of the Accurate Group, and not in his personal capacity (the "Accurate Director"). Such offers may include one or more of a restructuring, recapitalization or other form or reorganization of the business and affairs of the Accurate Group as a going concern, or a sale of all, substantially all, of the Property as a going concern or otherwise.

2.3 "As Is, Where Is"

Any Sale or Investment will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Monitor or the Accurate Group or any of their agents, estates, advisors, professionals or otherwise, except to the extent set forth in the relevant agreement with the Successful Bidder.

2.4 Timeline

The following table sets out the key milestones under these SISP Procedures:

Milestone	Deadline
Monitor to create list of Known Potential Bidders and distribute Teaser Letters and Confidentiality Agreements	April 10, 2023
Monitor to consider preparation of a CIM and open data room	April 14, 2023
Phase 1 Bid Deadline	May 5, 2023
Phase 2 Bid Deadline	May 19, 2023
Transaction Approval Hearing	June 2, 2023
Target Closing Date	June 9, 2023

The dates set out in the SISP Procedures may be extended by the Monitor in accordance with the terms hereof.

**ARTICLE 3
SOLICITATION OF INTEREST**

3.1 Solicitation of Interest

- (a) As soon as reasonably practicable, but in any event by no later than April 10, 2023, the Monitor, in consultation with the Accurate Director, shall prepare a list of: (i) potential bidders capable of submitting a Sale Proposal or Investment Proposal and (ii) local or international strategic and financial parties who may be interested in participating in the SISP (the "Known Potential Bidders").
- (b) The Accurate Director and the applicable Secured Creditors may, on a timely basis, identify any parties to the Monitor which shall be included in the list of Known Potential Bidders. Concurrently, the Monitor, in consultation with the DIP Lender will prepare (i) an initial offering summary (the "Teaser Letter") to notify Known Potential Bidders of the existence and terms of the Solicitation Process and invite the Known Potential Bidders to express their interest in participating in a Sale or Investment, and (ii) a form of confidentiality agreement satisfactory to the Monitor (a "Confidentiality Agreement").

- (c) The Monitor may also issue a press release with Canada Newswire setting out the information contained in the Teaser Letter and such other relevant information which the Monitor, in consultation with the Accurate Director, considers appropriate for dissemination in Canada.
- (d) The Monitor shall send the Teaser Letter and Confidentiality Agreement to each Known Potential Bidder by no later than April 12, 2023 and to any other party who requests a copy of the Teaser Letter and Confidentiality Agreement or who is identified as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

ARTICLE 4 PRE-QUALIFICATION

4.1 Participation Requirements

- (a) Unless otherwise provided for herein, ordered by the Court, or agreed by the Monitor, in order to participate in the Solicitation Process and be considered for qualification as a Qualified Phase 1 Bidder in accordance with this Article 4, an interested party, including a Known Potential Bidder (a "**Potential Bidder**"), must deliver the following to the Monitor prior to the Phase 1 Bid Deadline (as defined below):
 - (i) an executed Confidentiality Agreement, which shall inure to the benefit of any Successful Bidder in the event that a Transaction is completed;
 - (ii) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder, full disclosure of the direct and indirect owners of the Potential Bidder and their principals;
 - (iii) a written acknowledgment of receipt of a copy of the SISP Approval Order (including these SISP Procedures) agreeing to accept and be bound by the provisions contained therein; and
 - (iv) a form of financial disclosure and credit quality support or enhancement that allows the Monitor and the Accurate Director to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate a Sale or Investment, as applicable.
- (b) If the Monitor, in consultation with the Accurate Director, determines that a Potential Bidder:
 - (i) has satisfied all of the requirements described in Section 4.1(a) above; and
 - (ii) demonstrated to the satisfaction of the Monitor, in its reasonable business judgement, the financial capability of such Potential Bidder to consummate a Transaction and that such Potential Bidder is likely (based on availability of financing, experience and other considerations) to consummate either a Sale or an Investment,

then such Potential Bidder will be deemed to be a "**Qualified Phase 1 Bidder**". For greater certainty, no Potential Bidder shall be deemed to be a Qualified Phase 1 Bidder without the approval of the Monitor. Notwithstanding the foregoing, the Monitor may waive one or

more of the requirements set out in Section 4.1(a)(i) to (iv) and designate a Potential Bidder as a Qualified Phase 1 Bidder.

- (c) The determination as to whether a Potential Bidder is a Qualified Phase 1 Bidder pursuant to Section 4.1(a) will be made as promptly as practicable after a Potential Bidder delivers all of the materials required above. If it is determined that a Potential Bidder is a Qualified Phase 1 Bidder, the Monitor will promptly notify the Potential Bidder that it is a Qualified Phase 1 Bidder.
- (d) At any time during Phase 1 of the SISP, the Monitor may eliminate a Qualified Phase 1 Bidder, in which case such bidder will be eliminated from the SISP and will no longer be a Qualified Phase 1 Bidder for the purposes of the SISP.
- (e) If it is determined in accordance with Section 4.1(b) above, that there are no Qualified Phase 1 Bidders and that, as a consequence, proceeding with these SISP Procedures is not in the best interests of the Accurate Group or its stakeholders, the Monitor shall notify the applicable Secured Creditors and the Accurate Director forthwith, and within ten (10) Business Days of such determination, and either file a motion with the Court seeking directions with respect to the conduct of the SISP or terminate the SISP.

4.2 Due Diligence

- (a) As soon as reasonably practicable after the determination that a party is a Qualified Phase 1 Bidder, the Monitor, with the assistance of the Accurate Director, shall prepare and make available to each Qualified Phase 1 Bidder, in a secure online electronic data room:
 - (i) confidential due diligence information that is in the possession and control of the Monitor, including regarding:
 - (A) the Property available for sale; and
 - (B) the debt of the Accurate Group.

The Monitor may also prepare a confidential information memorandum (the "CIM") providing additional information considered relevant to the Accurate Group if determined to be appropriate.

- (b) At the request of a Qualified Phase 1 Bidder, such confidential due diligence information shall also be provided on a confidential basis satisfactory to the Monitor to a proposed lender of such Qualified Phase 1 Bidder that is reasonably acceptable to the Monitor.
- (c) Each Qualified Phase 1 Bidder shall also have such access to due diligence materials, on-site inspections and information relating to the Property, and other information as the Monitor deems appropriate in its discretion.
- (d) The Monitor shall not be obligated to furnish any due diligence materials or information after the Phase 2 Bid Deadline.
- (e) Without limiting the generality of any term or condition of any Confidentiality Agreement between the Monitor and any Potential Bidder or bidder, unless otherwise agreed by the Monitor or ordered by the Court, no bidder shall be permitted to have any discussions with

any counterparty to any contract with the Accurate Group, any current or former director, officer or employee of the Accurate Group, or any of their businesses or any other Potential Bidder or bidder in connection with a Non-Binding Indication of Interest (as defined below) or any other bid submitted in accordance with the terms hereof or in contemplation thereof.

- (f) The Monitor, the Accurate Director, and the Accurate Group are not responsible for, and will have no liability with respect to, any information obtained by any Known Potential Bidder, Potential Bidder, or Qualified Bidder in connection with the Property, a Sale or Investment. The Monitor, the Accurate Director, and the Accurate Group do not make any representations or warranties whatsoever as to the information or the materials provided, except, to the extent the representations or warranties are contained in any Definitive Purchase Agreement or Definitive Investment Agreement (in each case as defined below) between a Successful Bidder or Backup Bidder and the Monitor. Each Qualified Phase 1 Bidder must rely solely on their own independent review, investigation and/or inspection of all information and of the Property and business in connection with their participation in the SISP and any Transaction arising out of the SISP.

ARTICLE 5 PHASE 1

5.1 Seeking Non-Binding Indications of Interest by Qualified Phase 1 Bidders

In order to continue to participate in the Solicitation Process, a Qualified Phase 1 Bidder must deliver a non-binding indication of interest to acquire all, or substantially all, of the Property or make an Investment (each a “**Non-Binding Indication of Interest**”) to the Monitor so as to be received by the Monitor not later than 5:00 p.m. (Winnipeg time) on May 5, 2023, or such later date or time as the Monitor may determine appropriate with the prior written consent of the DIP Lender, acting reasonably (the “**Phase 1 Bid Deadline**” and until such time, “**Phase 1**”).

5.2 Non-Binding Indications of Interest by Qualified Phase 1 Bidders

- (a) Unless otherwise ordered by the Court or agreed by the Monitor, in order to be considered a “**Qualified Phase 1 Bid**” a Non-Binding Indication of Interest submitted by a Qualified Phase 1 Bidder must be received by the Monitor on or before the Phase 1 Bid Deadline, and contain the following information:
 - (i) An indication of whether the Qualified Phase 1 Bidder is offering to:
 - (A) acquire all or part of the Property (a “**Sale Proposal**”); or
 - (B) make an Investment (an “**Investment Proposal**”);
 - (ii) In the case of a Sale Proposal, the Non-Binding Indication of Interest shall identify:
 - (A) the purchase price in Canadian dollars (including the cash component thereof and/or the liabilities to be assumed by the Qualified Phase 1 Bidder);
 - (B) the assets included, any of the assets expected to be excluded, and/or any additional assets desired to be included in the Transaction;

- (C) the structure and financing of the Transaction (including, but not limited to, the sources of financing for the purchase price, preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the proposed Transaction and any related contingencies, as applicable);
 - (D) an acknowledgement that the contemplated sale will be made on an “*as is, where is*” basis;
 - (E) the key material contracts and leases, if any, the Qualified Phase 1 Bidder wishes to acquire and the Qualified Phase 1 Bidder’s proposed treatment of related cure costs, if any;
 - (F) any anticipated corporate, shareholder, internal or regulatory approvals, including without limitation any approvals with respect to the transfer of any permits or licenses or other approvals with respect to environmental matters, required to close the Transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - (G) a timeline to closing with critical milestones and a statement with respect to the Qualified Phase 1 Bidder’s ability to consummate the contemplated Transaction by June 9, 2023 (the “**Target Closing Date**”);
 - (H) a detailed description of any additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline, if any;
 - (I) contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated Transaction;
 - (J) a specific indication of sources of capital for the Qualified Phase 1 Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement, including contact information for capital/financing sources, that will allow the Monitor to make a reasonable business judgement as to the Qualified Phase 1 Bidder’s financial or other capabilities to consummate the contemplated Transaction;
 - (K) any conditions to closing that the Qualified Phase 1 Bidder may wish to impose; and
 - (L) any other terms or conditions of the Sale Proposal which the Qualified Phase 1 Bidder believes are material to the Transaction;
- (iii) In the case of an Investment Proposal, it shall identify:
- (A) the aggregate amount of the equity and debt investment (including, the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed Transaction and any related contingencies, as applicable) to be made in the Accurate Group;

- (B) the underlying assumptions regarding the *pro forma* capital structure (including, the anticipated debt levels, debt service fees, interest and amortization);
 - (C) the consideration to be allocated to the stakeholders including claims of any secured or unsecured creditors of the Accurate Group and the proposed treatment of employees;
 - (D) the structure and financing of the Transaction including all requisite financial assurance including a specific indication of sources of capital for the Qualified Phase 1 Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit-quality support or enhancement, including contact information for capital/financing sources, that will allow the Monitor to make a reasonable business judgement as to the Qualified Phase 1 Bidder's financial or other capabilities to consummate the contemplated Transaction;
 - (E) any anticipated corporate, shareholder, internal or regulatory approvals, including without limitation any approvals with respect to the transfer of any permits or licenses, required to close the Transaction, the anticipated time frame and any anticipated impediments for obtaining such approvals;
 - (F) the proposed corporate governance structure of the entity or entities owning/operating the business, following implementation of the Investment;
 - (G) contact information for any business, financial or legal advisors retained or to be retained in connection with the contemplated Transaction;
 - (H) additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline, if any;
 - (I) a timeline to closing with critical milestones and a statement with respect to the Qualified Phase 1 Bidder's ability to consummate the contemplated Transaction by the Target Closing Date;
 - (J) the proposed treatment of stakeholders, including lenders, trade creditors, shareholders and employees;
 - (K) any conditions to closing that the Qualified Phase 1 Bidder may wish to impose;
 - (L) any other terms or conditions of the Investment Proposal which the Qualified Phase 1 Bidder believes are material to the Transaction; and
- (iv) Such other information reasonably requested by the Monitor.
- (b) The Monitor may, in consultation with the Accurate Director and with the consent of the DIP Lender, acting reasonably, waive compliance with any one or more of the requirements specified herein and deem any non-compliant Non-Binding Indication of Interest to be a Qualified Phase 1 Bid. Notwithstanding the foregoing, prior written consent shall not be

required for amendments or modifications to the SISP that are administrative or minor in nature such that they are unlikely (in the Monitor's reasonable discretion) to have a material effect on the results of the SISP or the DIP Lender, provided further that the Monitor shall consult with the DIP Lender in advance of any such matters.

5.3 Assessment of Qualified Phase 1 Bids and Determination of Qualified Phase 2 Bidders

- (a) Within three (3) Business Days of the expiry of the Phase 1 Bid Deadline, the Monitor will provide copies or a summary of any Qualified Phase 1 Bids received to the applicable Secured Creditors and the Accurate Director and set up a meeting by teleconference or other electronic medium to consult with such parties in respect of such bids.
- (b) Following the meeting in (a), the Monitor will, as promptly as practicable after the Phase 1 Bid Deadline but no later than May 12, 2023, assess any Qualified Phase 1 Bids received based on such factors and circumstances as they consider appropriate in the circumstances including, but not limited to:
 - (i) the number of Qualified Phase 1 Bids received;
 - (ii) the extent to which the Qualified Phase 1 Bids relate to the same Property or business or involve Investment Proposals predicated on certain Property or business;
 - (iii) the scope of the Property or business to which any Qualified Phase 1 Bids may relate; and
 - (iv) whether to proceed by way of sealed bid or auction with respect to some or all of the Property.
- (c) If the Monitor is not satisfied with the number or terms of the Qualified Phase 1 Bids (including if none are received), the Monitor, in consultation with the DIP Lender and the Accurate Director, may: (i) extend the Phase 1 Bid Deadline for no more than an aggregate period of two (2) weeks without further Court approval and, unless otherwise agreed by the Monitor, the Phase 2 Bid Deadline, and any other deadlines or timeframes hereunder, shall be extended by the same time period, as necessary; or (ii) within ten (10) Business Days of such determination, file a motion with the Court seeking directions.
- (d) If the Monitor, in accordance with Section 5.3(b), determines that:
 - (i) one or more Qualified Phase 1 Bids were received, and
 - (ii) proceeding with Phase 2 (as defined below) of these SISP Procedures is in the best interest of the Accurate Group and its stakeholders,

these SISP Procedures will continue and each Qualified Phase 1 Bidder who has submitted a Qualified Phase 1 Bid that is approved by the Monitor shall be a "Qualified Phase 2 Bidder". The Monitor shall provide advance written notice of the commencement of Phase 2 and the names of the Qualified Phase 2 Bidders to the applicable Secured Creditors and the Accurate Director.

- (e) Notwithstanding Section 5.3(d), if the Monitor, in accordance with Section 5.3(b), determines that:
 - (i) one or more Qualified Phase 1 Bids were received, and
 - (ii) proceeding with Phase 2 of these SISP Procedures is not in the best interest of the Accurate Group and its stakeholders,

the Monitor may, in consultation with the Accurate Director and with the consent of the DIP Lender and the applicable Secured Creditors, deem one or more of the Qualified Phase 1 Bids received to be a Qualified Bid, Successful Bid and/or Backup Bid, as applicable, and bypass Phase 2. If the Monitor elects to bypass Phase 2, the timelines set out in these SISP Procedures shall be proportionally accelerated.

ARTICLE 6 PHASE 2

6.1 Seeking Qualified Bids by Qualified Phase 2 Bidders

In order to continue to participate in the Solicitation Process, a Qualified Phase 2 Bidder must deliver a Qualified Purchase Bid or Qualified Investment Bid (as applicable, a "**Phase 2 Bid**") to the Monitor so as to be received by the Monitor by no later than 5:00 p.m. (Winnipeg time) on May 19, 2023, or such later date or time as the Monitor may determine appropriate (the "**Phase 2 Bid Deadline**") and the period between the foregoing and the Phase 1 Bid Deadline being "**Phase 2**").

6.2 Qualified Purchase Bids

A Sale Proposal submitted by a Qualified Phase 2 Bidder will be considered a "**Qualified Purchase Bid**" only if the Sale Proposal complies with all of the following:

- (a) it includes a letter stating that the Sale Proposal is irrevocable until the earlier of:
 - (i) approval by the Court of a Successful Bid; and
 - (ii) forty-five (45) Business Days following the Phase 2 Bid Deadline;

provided, however, that if such Sale Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the earlier of: (i) the closing of the Successful Bid or the Backup Bid, as the case may be; and (ii) the outside date stipulated in the Successful Bid or the Backup Bid, as applicable;

- (b) it includes a duly authorized and executed purchase and sale agreement substantially in the form of Draft Purchase Agreement specifying the purchase price, including the cash component thereof and/or the liabilities to be assumed by the Qualified Phase 2 Bidder, expressed in Canadian dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto (the "**Definitive Purchase Agreement**"), and such ancillary agreements as may be required by the Qualified Phase 2 Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such ancillary agreements) and the proposed orders to approve the sale by the Court, as well as copies of

such materials marked to show the amendments and modifications to the Draft Purchase Agreement and Draft Approval Order;

- (c) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting a Sale Proposal, a Qualified Phase 2 Bidder shall be deemed to waive its right to pursue a claim for any costs or expenses in any way related to the submissions of its Sale Proposal or these SISP Procedures;
- (d) it includes evidence sufficient to allow the Monitor to make a reasonable determination as to the Qualified Phase 2 Bidder's (and its direct and indirect owners and their principals') financial and other capabilities to consummate the transaction contemplated by the Sale Proposal, which evidence could include but is not limited to evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution;
- (e) it is not conditioned on:
 - (i) the outcome of unperformed due diligence by the bidder; and/or
 - (ii) obtaining any financing capital; andit includes an acknowledgement and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Sale Proposal;
- (f) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Sale Proposal, including the identification of the Qualified Phase 2 Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (g) it includes an acknowledgement and representation that the Qualified Phase 2 Bidder:
 - (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its Sale Proposal;
 - (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the Monitor, or any of its advisors, except as expressly stated in the Definitive Purchase Agreement submitted by it;
 - (iii) is a sophisticated party capable of making its own assessments in respect of making its Sale Proposal; and
 - (iv) has had the benefit of independent legal advice in connection with its Sale Proposal;
- (h) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of authorization and approval from the Qualified Phase 2 Bidder's board of directors (or

comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Sale Proposal;

- (i) it is accompanied by a refundable cash deposit (the “**Deposit**”) in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of Deloitte Restructuring Inc., in trust, in an amount equal to 10% of the proposed gross Purchase Price, to be held and dealt with in accordance with these SISP Procedures. For certainty, a Deposit will be required for all Sales Proposals, regardless of whether the consideration offered in the Sale Proposal is cash, credit or otherwise, or a combination of any of the foregoing;
- (j) it includes an acknowledgement and representation that the Qualified Phase 2 Bidder will assume the obligations of the Accurate Group under executory contracts, unexpired leases, and licences proposed to be assigned (or identifies with particularity which of such contracts, leases, and licenses of the Accurate Group, as applicable, that the Qualified Phase 2 Bidder wishes not to assume, or alternatively wishes to assume), contains full details of the Qualified Phase 2 Bidder’s proposal for the treatment of related cure costs, and which of these assumptions is a condition of closing;
- (k) it provides for closing of the Qualified Purchase Bid by no later than the Target Closing Date;
- (l) if the Qualified Phase 2 Bidder is an entity newly formed for the purpose of the Transaction, the bid shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to the Monitor, that names the Monitor as a third party beneficiary of any such commitment letter with recourse against such parent entity or sponsor;
- (m) it includes evidence, in form and substance satisfactory to the Monitor, of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval and any approvals with respect to the transfer of any permits or licenses), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;
- (n) it contains other information reasonably requested by the Monitor; and
- (o) it is received by no later than the Phase 2 Bid Deadline.

6.3 Qualified Investment Bids

An Investment Proposal submitted by a Qualified Phase 2 Bidder will be considered a “**Qualified Investment Bid**” only if the Investment Proposal complies with all of the following:

- (a) it includes duly authorized and executed binding definitive documentation setting out the terms and conditions of the proposed Transaction, including the aggregate amount of the proposed equity and/or debt investment (the “**Investment Amount**”) and details regarding the proposed equity and/or debt structure of the Accurate Group, if applicable, following completion of the proposed Transaction (a “**Definitive Investment Agreement**”);
- (b) it includes a letter stating that the Investment Proposal is irrevocable until the earlier of:
 - (i) approval by the Court of a Successful Bid; and

- (ii) forty-five (45) Business Days following the Phase 2 Bid Deadline;
provided, however, that if such Investment Proposal is selected as the Successful Bid or Backup Bid, it shall remain irrevocable until the earlier of:
 - (iii) the closing of the Successful Bid or the Backup Bid, as the case may be; and
 - (iv) the outside date stipulated in the Successful Bid or the Backup Bid, as applicable;
- (c) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting an Investment Proposal, the Qualified Phase 2 Bidder shall be deemed to waive its right to pursue a claim for any costs or expenses in any way related to the submission of its Investment Proposal or these SISP Procedures;
- (d) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed Transaction, or other evidence satisfactory to the Monitor, to allow the Monitor to make a reasonable determination as to the Qualified Phase 2 Bidder's financial and other capabilities to consummate the transaction contemplated by the Investment Proposal;
- (e) it is not conditioned on:
 - (i) the outcome of unperformed due diligence by the Qualified Phase 2 Bidder; and/or
 - (ii) obtaining any financing capital; and
 includes an acknowledgement and representation that the Qualified Phase 2 Bidder has had an opportunity to conduct any and all required due diligence prior to making its bid;
- (f) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Investment Proposal, including the identification of the Qualified Phase 2 Bidder's direct and indirect owners and their principals, and the complete terms of any such participation;
- (g) it includes an acknowledgement and representation that the Qualified Phase 2 Bidder:
 - (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its Investment Proposal;
 - (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the Accurate Group or the completeness of any information provided in connection therewith, including by the Monitor or any of its advisors, except as expressly stated in the Definitive Investment Agreement;
 - (iii) is a sophisticated party capable of making its own assessments in respect of making its Investment Proposal; and

- (iv) has had the benefit of independent legal advice in connection with its Investment Proposal;
- (h) it includes evidence, in form and substance satisfactory to the Monitor, of authorization and approval from the Qualified Phase 2 Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Investment Proposal;
- (i) it is accompanied by a Deposit in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of Deloitte Restructuring Inc., in trust, in an amount equal to 10% of the Investment Amount, to be held and dealt with in accordance with these SISP Procedures. For certainty, a Deposit will be required for all Investment Proposals, regardless of whether the consideration offered in the Investment Proposal is cash, credit or otherwise, or a combination of any of the foregoing;
- (j) it provides for closing of the Qualified Investment Bid by no later than the Target Closing Date;
- (k) if the Qualified Phase 2 Bidder is an entity newly formed for the purpose of the Transaction, the Investment Proposal shall contain an equity or debt commitment letter from the parent entity or sponsor, and satisfactory to the Monitor, that names the Accurate Group as a third party beneficiary of any such commitment letter with recourse against such parent entity or sponsor;
- (l) it includes evidence, in form and substance reasonably satisfactory to the Monitor, of compliance or anticipated compliance with any and all applicable regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;
- (m) it contains other information reasonably requested by the Monitor; and
- (n) it is received by no later than the Phase 2 Bid Deadline.

6.4 Qualified Bids

- (a) Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as "Qualified Bids" and each a "Qualified Bid" and each bidder who has submitted a Qualified Bid shall hereinafter be referred to as a "Qualified Bidder". The Monitor may, in consultation with the DIP Lender and the Accurate Director, aggregate separate Phase 2 Bids from unaffiliated Qualified Phase 2 Bidders to create one Qualified Bid.
- (b) Notwithstanding Section 6.2 and Section 6.3 hereof, the Monitor, in consultation with Accurate Director and with the consent of the DIP Lender, may waive compliance with any one or more of the Qualified Bid requirements specified herein, and deem such non-compliant bids to be Qualified Purchase Bids or Qualified Investment Bids, as the case may be.

6.5 Qualified Bids

- (a) Within three (3) Business Days of the expiry of the Phase 2 Bid Deadline, the Monitor will provide copies or a summary of any Qualified Bids received to the applicable Secured Creditors and the Accurate Director and set up a meeting by teleconference or other electronic medium to consult with such parties in respect of such bids.
- (b) Following the meeting in (a), the Monitor will assess the Qualified Bids received, if any, and will determine whether the Transaction(s) contemplated by such Qualified Bids are likely to be consummated and whether proceeding with these SISP Procedures is in the best interests of the Accurate Group and its stakeholders. Such determination will be made, in consultation with the Accurate Director and is subject to the prior written consent of the DIP Lender, acting reasonably, as promptly as practicable after the Phase 2 Bid Deadline but no later than ten (10) Business Days following its expiry.
- (c) The Monitor shall notify each Qualified Phase 2 Bidder in writing as to whether its Phase 2 Bid constitutes a Qualified Bid within ten (10) Business Days of the Phase 2 Bid Deadline, or at such later time as the Monitor deems appropriate.
- (d) If the Monitor, in accordance with Section 6.5(b) above, determines, in consultation with the DIP Lender and the Accurate Director, that (i) no Qualified Bid was received, or (ii) at least one Qualified Bid was received but it is not likely that the Transaction(s) contemplated in any such Qualified Bids will be consummated, the Monitor may, with the approval of the DIP Lender either: (iii) terminate the SISP; (iv) extend the Phase 2 Bid Deadline for no more than an aggregate period of two (2) weeks, or (v) within ten (10) Business Days of such determination, file a motion with the Court seeking directions.

6.6 Selection Criteria

- (a) In selecting the Successful Bid, the Monitor, in consultation with the DIP Lender and the Accurate Director, will review each Qualified Bid. Evaluation criteria with respect to a Sale Proposal may include, but are not limited to, items such as:
 - (i) the Purchase Price and the net value (including assumed liabilities and other obligations to be performed or assumed by the bidder) provided by such bid;
 - (ii) the claims likely to be created by such bid in relation to other bids;
 - (iii) the counterparties to the Transaction;
 - (iv) the proposed revisions to the Draft Purchase Agreement and the Draft Approval Order and the terms of the Transaction documents;
 - (v) other factors affecting the speed, certainty and value of the Transaction (including any regulatory approvals required to close the Transaction);
 - (vi) the assets included or excluded from the bid and the Transaction costs and risks associated with closing multiple Transactions versus a single Transaction for all or substantially all of the Property;

- (vii) the transition services required from the Accurate Group post-closing and any related restructuring costs; and
 - (viii) the likelihood and timing of consummating the Transaction by the Target Closing Date.
- (b) Evaluation criteria with respect to an Investment Proposal may include, but are not limited to items such as:
- (i) the Investment Amount and the proposed sources and uses of such capital;
 - (ii) the debt-to-equity structure post-closing;
 - (iii) the counterparties to the Transaction;
 - (iv) the terms of the Transaction documents;
 - (v) other factors affecting the speed, certainty and value of the Transaction;
 - (vi) planned treatment of and recovery to stakeholders; and
 - (vii) the likelihood and timing of consummating the Transaction by the Target Closing Date.
- (c) The Monitor may select Qualified Bids for further negotiation and/or clarification of any terms or conditions of such Qualified Bids, including the Investment Amount or Purchase Price offered, before identifying the highest or otherwise best Qualified Bid(s) received (the “**Successful Bid**”).
- (d) Upon completion of any further negotiations or clarifications that may be conducted pursuant to Section 6.6(b) above, the Monitor will identify the Successful Bid and may identify a next highest or otherwise best Qualified Bid received (such offer, the “**Backup Bid**”). The Qualified Bidder(s) who made the Successful Bid is/are the “**Successful Bidder**” and the Qualified Bidder(s) who made the Backup Bid (if a Backup Bid is identified in accordance with these SISP Procedures) shall be the “**Backup Bidder**”. The Monitor will notify the Successful Bidder and any Backup Bidder that they are, respectively, the Successful Bidder and the Backup Bidder within five (5) Business Days of such determination.
- (e) The Monitor will finalize definitive agreements in respect of the Successful Bid and the Backup Bid, if any, conditional upon approval by the Court (the “**Definitive Agreements**”).
- (f) If a Backup Bid is identified in accordance with these SISP Procedures, then such Backup Bid shall remain open until the consummation of the Transaction contemplated by the Successful Bid (the “**Backup Bid Expiration Date**”).
- (g) All Qualified Bids (other than the Successful Bid and any Backup Bid) shall be deemed rejected by the Monitor on and as of the date of approval of the Successful Bid or any Backup Bid by the Court.

6.7 Approval Hearing

- (a) After Definitive Agreements in respect of a Successful Bid and Backup Bid, if any, have been finalized, in the case of the Successful Bid, signed (conditional on Court approval) and, in the case of the Backup Bid signed (conditional on non-completion of the Successful Bid and on Court approval), the Monitor shall seek a hearing as soon as practicable on a date to be scheduled by the Court that will permit not less than five (5) Business Days' notice to the service list (the "**Approval Hearing**") to approve the Successful Bid and the Backup Bid, if any, should the Successful Bid not close for any reason. The Approval Hearing may be adjourned or rescheduled by the Monitor, without further notice, by an announcement of the adjourned date at the Approval Hearing.
- (b) If, following approval of the Successful Bid by the Court, the Successful Bidder fails to consummate the Transaction for any reason, then the Backup Bid, if any, will be deemed to be the Successful Bid and the Monitor shall effectuate the Transaction with the Backup Bidder subject to the terms of the Backup Bid, without further order of the Court.

6.8 Deposits

- (a) All Deposits shall be retained by the Monitor and invested in an interest-bearing trust account in a Schedule I bank in Canada. If there is a Successful Bid, the Deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved pursuant to the Approval Hearing shall be applied to the Purchase Price to be paid or Investment Amount to be made by the Successful Bidder upon closing of the Successful Bid. The Deposit (plus accrued interest) paid by the Backup Bidder, if there is one, shall be retained by the Monitor until the Backup Bid Expiration Date or, if the Backup Bid becomes the Successful Bid, shall be applied to the Purchase Price to be paid or Investment Amount to be made by the Backup Bidder upon closing of the Backup Bid. The Deposits (plus applicable interest) of all Qualified Phase 2 Bidders not selected as the Successful Bidder or Backup Bidder shall be returned to such bidders without interest within five (5) Business Days of the date upon which the Successful Bid and Backup Bid, if any, are approved by the Court. If these SISP Procedures are terminated in accordance with the provisions hereof, all Deposits shall be returned to the bidders without interest within five (5) Business Days of the date upon which these SISP Procedures are terminated.
- (b) If an entity selected as the Successful Bidder or Backup Bidder breaches its obligations to close the applicable Transaction, it shall forfeit its Deposit to the Monitor; provided, however, that the forfeiture of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Monitor has or may have against such breaching entity.

6.9 Approvals

For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by any Canadian or other foreign statute or are otherwise required at law in order to implement the Successful Bid or Backup Bid, as the case may be.

6.10 Confidentiality

- (a) All discussions regarding a Sale Proposal, Investment Proposal, Non-Binding Indication of Interest, Qualified Phase 1 Bid or Qualified Bid should be directed through the Monitor.

Under no circumstances should the employees, management, customers or suppliers of the Accurate Group be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from these SISP Procedures.

- (b) Participants and prospective participants in these SISP Procedures shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of any bidder, the details of any bids submitted or the details of any confidential discussions or correspondence between the Accurate Group, Accurate Director, the Monitor and/or such other bidders in connection with the SISP, except to the extent the Monitor is seeking to combine separate bids from Qualified Phase 1 Bidders or Qualified Phase 2 Bidders.
- (c) In addition to the consultation rights granted to the DIP Lender, the Monitor may consult with any other parties with a material interest in the CCAA Proceedings regarding the status of and material information and developments relating to the SISP to the extent considered appropriate by the Monitor, provided that such parties shall have entered into confidentiality arrangements satisfactory to the Monitor. For certainty: (i) where this SISP contemplates the Monitor being required to consult with any parties, the nature, extent and frequency of such consultation shall be at the Monitor's sole discretion unless otherwise stated; and (ii) the Monitor may consult with any, some or all such parties, either together, separately or any group thereof, in the manner and frequency as it deems appropriate in the circumstances.
- (d) The Accurate Director shall be the sole employee and/or director from the Accurate Group entitled to: (i) consultation with the Monitor on matters involving the Solicitation Process and these SISP Procedures; and (ii) receive copies of the Non-Binding Indications of Interest, bids and all other confidential information and documents contemplated hereunder. The Accurate Director shall not share or otherwise disclose any such information to any other past or present member of the Accurate Group unless approved by the Monitor or necessary to close a Transaction contemplated in a Successful Bid. Prior to the commencement of the SISP, the Accurate Director shall provide an undertaking in writing to the Monitor that the Accurate Director shall not submit, directly or indirectly, any bid in the SISP, and will not provide financing, directly or indirectly, to any Potential Bidder, Qualified Phase 1 Bidder, Qualified Phase 2 Bidder, Successful Bidder, Backup Bidder or otherwise.
- (e) If the Monitor determines that the participation or information from a director, officer, employee or other member of senior management who is participating as a bidder in this SISP is required, such bidder shall participate and provide all information honestly and in good faith as requested by the Monitor, including adhering to any timelines and terms as to confidentiality as set by the Monitor.

6.11 Supervision of the SISP

- (a) The Monitor shall oversee the conduct of the SISP in all respects and the Monitor will participate in the SISP in the manner set out in these SISP Procedures, the SISP Approval Order, and any other orders of the Court. For the avoidance of doubt, the completion of any Sale Proposal or Investment Proposal shall be subject to the approval of the Court and the requirement of approval of the Court may not be waived.

- (b) This SISP does not, and will not be interpreted to create any contractual or other legal relationship between the Accurate Group, the Accurate Director, the Monitor and any bidder or any other party, other than as specifically set forth in the Definitive Agreements that may be entered into in respect of a Transaction.
- (c) The Monitor shall not have any liability whatsoever to any person or party, including without limitation any bidder or any other creditor or other stakeholder of the Accurate Group, for any act or omission related to the process contemplated by this SISP Procedure, except to the extent such act or omission is the result from gross negligence or wilful misconduct of the Monitor. By submitting a bid, each bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever, except to the extent that such claim is the result of gross negligence or wilful misconduct of the Monitor.
- (d) Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Non-Binding Indication of Interest, Qualified Phase 1 Bid, Qualified Bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a Transaction.
- (e) Subject to the terms of the SISP Approval Order, the Monitor shall have the right to modify these SISP Procedures with the prior written approval of the DIP Lender if, in its reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in the CCAA Proceedings shall be advised of any substantive modification to the procedures set forth herein.
- (f) In order to discharge its duties in connection with the SISP, the Monitor may engage professional or business advisors or agents as the Monitor deems fit in its sole discretion.

6.12 Notice to the Monitor

Any notice or other communication to be given to the Monitor in connection with this SISP shall be given in writing and shall be given by personal delivery (in which case it shall be left with a responsible officer of the recipient) or by electronic communication addressed to the Monitor as follows:

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: Brent Warga and John Fritz
Telephone: (204) 944-3611 and (204) 944-3586
Email: bwarga@deloitte.ca and jofritz@deloitte.ca

6.13 Reservation of Rights

- (a) The Monitor may:
 - (i) reject at any time any bid that is:
 - (A) inadequate or insufficient;
 - (B) not in conformity with the requirements of these SISP Procedures or any orders of the Court applicable to the Accurate Group; or

- (C) contrary to the best interests of the Accurate Group, its estate, and stakeholders as determined by the Monitor;
 - (ii) in accordance with the terms hereof, accept bids not in conformity with these SISP Procedures to the extent that the Monitor determines, in its reasonable business judgement, that doing so would benefit the Accurate Group, its estate, and stakeholders;
 - (iii) in accordance with the terms hereof extend the Phase 1 Bid Deadline or Phase 2 Bid Deadline; and
 - (iv) reject all bids.
- (b) The Monitor shall not be required to accept the highest bid and shall be entitled to recommend to the Court a Transaction that in its view maximizes value for all of the Accurate Group's stakeholders.
 - (c) These SISP Procedures do not, and shall not be interpreted to, create any contractual or other legal relationship between the Monitor on the one hand and any Known Potential Bidder, Potential Bidder, Qualified Phase 1 Bidder, Qualified Phase 2 Bidder, Qualified Bidder, Successful Bidder or Backup Bidder, on the other hand, except as specifically set forth in Definitive Agreements that may be executed by the Monitor.

6.14 Disclosure to the Secured Creditors

Subject to the terms hereof, the Secured Creditors shall have access to all Non-Binding Indications of Interest, Qualified Phase 1 Bids, Qualified Bids relevant to their security in which they have a first charge and the Monitor, in consultation with the Accurate Director, shall periodically update the applicable Secured Creditors on the Solicitation Process and the prospect of a Successful Bid being completed thereunder as may be required herein. The Monitor may, in its sole discretion, require that any or all of the Secured Creditors execute a Confidentiality Agreement, in a form acceptable to the Monitor, as a condition of receiving any information in respect of the SISP. In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances.

6.15 Further Orders

At any time during the SISP, the Monitor may apply to the Court for directions with respect to the discharge of its powers and duties hereunder.

Schedule "2"

NOTICE OF CLAIM

A Notice of Claim to the Funds, as defined in a Court Order dated April 5, 2023 under Manitoba Court of King's Bench File No. CI 23-01-39360, shall be provided to Deloitte Restructuring Inc. c/o John Fritz on or before April 17, 2023 by email to jofritz@deloitte.ca

Claimant Information

Name of claimant to the Funds: _____

Name of representative for service: _____

Email address for service: _____

Address: _____

Phone number: _____

Are you an: Owner [] General Contractor [] Sub-Contractor [] Materials Supplier []
Rental Equipment Provider []

Lien and Statutory Trust Information

Name of person claiming a lien or statutory trust: _____

Address of person: _____

Email address for service for person: _____

Name of party to whom person claiming a lien or statutory trust supplied services, materials or rental equipment to ("Payer"):

Address of Payer: _____

Time within which services, materials or rental equipment were supplied to:

_____ to _____
(date supply commenced) (date of most recent supply)

Description of services, materials or rental equipment that have been supplied:

Schedule "2"

Amount of lien or statutory trust amount as owing in respect of services, materials or rental equipment that have been supplied: \$ _____ Claiming interest Y/N, if yes \$ _____
Claiming costs Y/N, if yes \$ _____

Date of lien filing:

Jurisdiction of lien filing: _____

Title number of property: _____

Lien registration number: _____

Legal description of lands: _____

Municipal description of lands: _____

Project Details

Who is the counter-party to your agreement with respect to your claim to the Funds ("**Agreement**")?

Date of Agreement: _____

Nature of Agreement (including particulars of written contract if one):

- a) If claimant is an owner:

- b) If claimant is a general contractor:

- c) If claimant is a sub-contractor: _____
- d) If claimant is a supplier of materials:

- e) If claimant is a provider of rental equipment:

Contract price: \$ _____

Was a certificate of substantial performance issued: Y/N

Schedule "2"

Does the Claimant or the counter-party to the Agreement with the Claimant have a claim of set off, if yes
\$ _____

Reasons and particulars as to set off:

Court Proceedings

Amount of funds paid into Court: \$ _____

If bond - amount: \$ _____

Name of Surety: _____ Principal: _____ Oblige: _____

Person who paid funds/gave security into court:

Date of payment of funds into court or security into court:

Reasons and particulars as to why funds were paid into court or security given into court:

Are the funds paid into court otherwise payable to the CCAA Applicants in Manitoba Court of King's Bench File No. CI 23-01-39360 (the "CCAA Applicants") pursuant to the Agreement or another agreement: Y/N, include particulars:

Are the funds paid into court a set-off to amounts owing to the CCAA Applicants pursuant to the Agreement or another agreement, and have been paid into court to vacate the lien(s) particularized above: Y/N, include particulars:

Is the bond submitted into court acting as security for a lien(s) filed by the CCAA Applicants: Y/N, include particulars:

Certificate of Lis Pendens filed: Y/N

Has a lien action been commenced: Y/N

If yes, particulars (action no., defendants, relief sought):

Schedule "2"

FULL PARTICULARS AND REASONS AS TO YOUR CLAIM TO THE FUNDS PAID INTO COURT OR SECURITY GIVEN INTO COURT:

Funds Held in Trust

Amount(s) held in trust or will be paid into trust: _____

Person holding funds in trust or will hold funds in trust: _____

Email address of person holding funds in trust or will hold funds in trust: _____

Phone number of person holding funds in trust or will hold funds in trust: _____

Address of person holding funds in trust or will hold funds in trust: _____

Date of payment into trust or expected date of payment into trust: _____

Reasons and particulars as to why funds are being held in trust or will be paid into trust: _____

Are the funds held in trust or will be paid into trust otherwise payable to the CCAA Applicants pursuant to the Agreement or another agreement: Y/N, include particulars: _____

Are the funds held in trust or will be paid into trust a set-off to amounts owing to the CCAA Applicants pursuant to the Agreement or another agreement, and were paid into trust or will be paid into trust to vacate the lien(s) particularized above: Y/N, include particulars: _____

FULL PARTICULARS AND REASONS AS TO YOUR CLAIM TO THE FUNDS HELD IN TRUST:

Schedule "2"

Date: _____

(signature of person claiming the Funds)

Appendix B – April 12, 2023 MLT Aikins Correspondence

From: [JJ Burnell](#)
To: [Warga, Brent](#); [Stephen Segal](#)
Subject: [EXT] FW: Accurate Group
Date: Monday, April 24, 2023 10:18:54 AM

Brent/Stephen,

Please see below. Feel free to forward this email to the Bank. JJ

JJ Burnell*
Partner

P: (204) 957-4663 | **E:** JBurnell@mltaikins.com

**Law Corporation*

From: Piper, Penny <penny.piper@justice.gc.ca>
Sent: Monday, April 24, 2023 8:10 AM
To: JJ Burnell <JBurnell@mltaikins.com>
Cc: Brent Warga (bwarga@deloitte.ca) <bwarga@deloitte.ca>; Stephen Segal <ssegal@g8group.ca>; De Sousa, Cynthia <Cynthia.DeSousa@justice.gc.ca>
Subject: RE: Accurate Group

[EXTERNAL MESSAGE]

Good morning JJ,

My apologies for the late reply. Based on a discussion with my CRA contact, I can advise that you have correctly described CRA's position regarding GST/HST collected up to February 10, 2023 (below), and those periods are subject to the stay.

Penny L. Piper

Counsel (she/her)
Department of Justice Canada | Government of Canada
Prairie Regional Office (Winnipeg)
National Litigation Sector
601 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
penny.piper@justice.gc.ca | Tel: 431-489-8686 | Fax: 204-983-3636

Avocate (la/elle)
Ministère de la Justice Canada | Gouvernement du Canada
Bureau régional des Prairies (Winnipeg)
Secteur national du contentieux
400, avenue St. Mary, pièce 601
Winnipeg (Manitoba) R3C 4K5
penny.piper@justice.gc.ca | Tel: 431-489-8686 | Fax: 204-983-3636

From: JJ Burnell <JBurnell@mltaikins.com>
Sent: Sunday, April 23, 2023 2:00 PM
To: Piper, Penny <penny.piper@justice.gc.ca>
Cc: Brent Warga (bwarga@deloitte.ca) <bwarga@deloitte.ca>; Stephen Segal <ssegal@g8group.ca>
Subject: RE: Accurate Group

Hi Penny,
Just following up on this. Cash flow is always an issue in CCAA proceedings so the sooner we know CRA's position the better. Thanks JJ

JJ Burnell*
Partner
P: (204) 957-4663 | **E:** JBurnell@mltaikins.com

**Law Corporation*

From: JJ Burnell <JBurnell@mltaikins.com>
Sent: Wednesday, April 12, 2023 3:59 PM
To: Piper, Penny (penny.piper@justice.gc.ca) <penny.piper@justice.gc.ca>
Cc: Brent Warga (bwarga@deloitte.ca) <bwarga@deloitte.ca>; Stephen Segal <ssegal@g8group.ca>
Subject: Accurate Group

Hi Penny,

The Accurate Group was granted protection under the CCAA on February 10, 2023 (Initial Order attached). Set out below are the net GST / HST amounts collected by the respective entities for the month of January 2023, where payment, but for the CCAA proceedings, was due February 28, 2023:

- Alweather - \$84,949.01
 - Allsco - \$38,116.60
 - Accurate Dorwin - \$8,167.81
 - Glass 8 - \$10,424.05
 - National Interiors - \$3,481.68
 - Polar Window – Nil
- Total - \$145,139.15**

I understand that sometime prior to March 30, 2023 the Accurate Group's CRA MyBusiness Account(s) were adjusted by CRA to create stub periods for pre and CCAA post filing remittances. In discussions with CRA today, specifically Carla Navarro (GST/HST Audit Division, Albert Tax Services Office, 587-338-8789) Stephen Segal of the Accurate Group and Brent Warga of Deloitte were advised as follows:

- **Jan 1 - Jan 31/2023** GST/HST collections are caught in the *stay* and the Directors may be liable for it

- **Feb 1 – Feb10/2023** GST/HST collections are caught in the *stay* and the Directors may be liable for it
- **Feb 1 – Feb10/2023** GST/HST amounts reassessed under 296(1)(b) of the Act are caught in the *stay* and the Directors are not liable for it
- **Feb 11 - Feb 28/2023** GST/HST collections are to be filed and paid in the normal course. (*Based on the advice of CRA this stub period has been filed and paid.*)

Could you please confirm that it is in fact your client's position that the GST/HST amounts collected up to February 10, 2023 are in fact subject to the stay. I am hoping to avoid having to go to TD to discuss the priority of the DIP Charge over the amounts collected prior to February 10, 2023. Thanks.

JJ Burnell*
Partner

P: (204) 957-4663 | **E:** JBurnell@mltaikins.com

MLT Aikins LLP

30th Floor - 360 Main Street

Winnipeg, MB R3C 4G1

**Law Corporation*

[BIO](#) | [VCARD](#)

Our offices are located on the territories of Indigenous peoples, including the First Nations of Treaties 1, 4, 6 and 7, the Coast Salish peoples, as well as other non-Treaty First Nations and Métis. We are committed to reconciliation.

NOTICE: This email including attachments is confidential and legally privileged. If you are not the intended recipient, any redistribution or copying of this message is prohibited. If you have received this email in error, please notify us immediately by return email and delete this email. If you no longer wish to receive commercial electronic messages from MLT Aikins LLP, email casl@mltaikins.com. We may still send messages for which we do not require consent.

Appendix C – Second Amendment to the Interim Facility Loan Agreement

SECOND AMENDMENT TO INTERIM FACILITY LOAN AGREEMENT

THIS AGREEMENT made as of July 20, 2023.

BETWEEN:

ACCURATE DORWIN (2020) INC. (“Accurate”), **NATIONAL INTERIORS (2021) INC.** (“National”), **12986647 CANADA LTD.** (“Allsco”), **GLASS 8 INC.** (“Glass 8”), **POLAR WINDOW OF CANADA LTD.** (“PWC”), **12986591 CANADA LTD.** (“All Weather”), **10064720 MANITOBA LTD.** (“1006”), **12986914 CANADA LTD.** (“6914”), **POLAR HOLDING LTD.** (“PHL”, and collectively with Accurate, National, 1006, Allsco, the “Borrowers”, and individually, a “Borrower”)

OF THE FIRST PART

- and -

THE TORONTO-DOMINION BANK (the “Lender”)

OF THE SECOND PART

RECITALS:

- A. Pursuant to an interim facility loan agreement dated February 6, 2023, as amended by a first amendment dated April 5, 2023 (the “**Loan Agreement**”), the Lender made available to the Borrowers a revolving secured super-priority interim credit facility (the “**Interim Facility**”) in the maximum principal amount of up to \$2,350,000.
- B. The Borrowers have are seeking the consent of the Lender to a sale of certain of their assets and certain amendments to the Loan Agreement in order to permit such transaction to proceed and the Lender is agreeable to making such changes on the terms and subject to the provisions of this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the Parties, the Parties covenant and agree as follows:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined herein, capitalized terms have the meanings given to them in the Loan Agreement, and the following capitalized terms have the following meanings:

- (a) “**Amending Agreement**” means this second amendment to the Loan Agreement, as it may be confirmed, amended, extended, supplemented or restated by written agreement between the Parties.
- (b) “**Loan Agreement**” is defined in the recitals.

- (c) **“Interim Facility”** is defined in the recitals.

1.2 **Certain Rules of Interpretation**

- (a) In this Amending Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Amending Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.
- (b) The division of this Amending Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Amending Agreement.
- (c) References in this Amending Agreement to an Article or Section are to be construed as references to an Article or Section of or to this Amending Agreement unless otherwise specified.
- (d) The terms “this Amending Agreement”, “hereof”, “hereunder” and similar expressions refer to this Amending Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

1.3 **Governing Law**

This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and federal laws of Canada applicable therein.

1.4 **Entire Agreement**

This Amending Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Amending Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties, express or implied, in connection with the subject matter of this Amending Agreement except as specifically set out in this Amending Agreement. No Party has been induced to enter into this Amending Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Amending Agreement.

2. **AMENDMENTS TO LOAN AGREEMENT**

2.1 **Amendment to Article 2**

Upon the satisfaction of the conditions precedent in Section 3.1, the following amendments shall be made to the Loan Agreement:

- (a) Section 1.1 is amended to add the following subsection:

“(d.1) “APA” is defined in the Consent and Release Agreement.”

“(000.1) “July 20 Administration Amount” is defined in the Consent and Release Agreement.”

“(ooo.2) “KERP” is defined in the Initial Order.”

“(dd.1) “Consent and Release Agreement” means a consent and release agreement between the Lender, the Monitor for and on behalf of the Original Obligors, Segal on behalf of a corporation to be incorporated or such corporation, and Stephen Segal, Brant Enderle and Tim Morris.”

“(ffff.1) “Purchaser” is defined in the Consent and Release Agreement.”

(b) Section 2.1(a)(i) of the Loan Agreement is hereby amended to read as follows:

“(i) the Lender shall make two Advances, which the Original Obligors hereby direct be made to the Monitor, as follows (1) the first Advance shall be in an amount not to exceed \$150,000 and shall be applied by the Monitor in partial payment of the July 20 Administration Amount, rather than for its original designated purpose, and shall be utilized for no other purpose, and (2) the second Advance shall be in an amount not to exceed [REDACTED], shall be in full discharge of any obligations of the Original Applicants under the KERP, and upon the Lender receiving a direction in writing by Stephen Segal to the Lender to make such Advance to the Monitor, shall be made to the Monitor and held by the Monitor on account of [REDACTED].”

3. CONDITIONS PRECEDENT

3.1 Conditions Precedent

This Amending Agreement shall only become effective upon the satisfaction or waiver of the following conditions precedent:

- (a) the Borrowers shall have executed and delivered to the Lender this Amending Agreement;
- (b) the Consent and Release Agreement shall have been fully executed and delivered by the parties thereto and all conditions precedent therein shall have been satisfied or shall have been waived in writing by the Lender in part or in whole on such terms as the Lender agrees to; and
- (c) the CCAA Court shall have pronounced an Order approving this Amending Agreement, which Order shall be in form and substance satisfactory to the Lender (the “**Interim Financing Amendment Approval Order**”).

3.2 **Waiver of Conditions**

The conditions precedent set out in Section 3.1 are for the sole benefit of the Lender and may be waived by the Lender, in whole or in part and with or without terms or conditions.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 **Representations and Warranties**

The Borrowers represent and warrant to and in favour of the Lender that as of the date of this Amending Agreement:

- (a) the representations and warranties in Article 6 of the Loan Agreement are true and correct in all material respects as of the date hereof except those that are stated to be as of a certain date, in which case they were true and correct in all material respects on such date;
- (b) subject to the Interim Financing Amendment Approval Order:
 - (i) each Borrower has the necessary power, authority and legal right to make, execute, deliver and perform its obligations under the Loan Agreement, as amended by this Amending Agreement;
 - (ii) the execution, delivery and performance by each Borrower of this Agreement has been duly authorized by all necessary corporate action, and the Loan Agreement, as amended by this Amending Agreement, has been duly executed and unconditionally delivered by it;
 - (iii) the Loan Agreement, as amended by this Amending Agreement, constitutes a legal, valid and binding obligation of each Borrower, enforceable against it by the Lender in accordance with its terms, except as may be limited by general principles of equity or by Insolvency Law; and
 - (iv) the execution and delivery of this Amending Agreement, and the performance of the Loan Agreement, as amended by this Amending Agreement, by each Borrower does not and will not violate any Applicable Law or any of its Constatting Documents; and
- (c) no Authorization by, and no registration, filing or recording with, any Governmental Authority is or will be required in connection with the execution and delivery of this Amending Agreement, or performance of the Loan Agreement, as amended by this Amending Agreement, except for the approval of the Monitor and the Interim Financing Amendment Approval Order; and
- (d) no Default or Event of Default has occurred and is continuing.

4.2 **Effect of the Representations and Warranties**

The representations and warranties made in this Amending Agreement shall have the same force and effect as if made under the Loan Agreement.

5. GENERAL

5.1 Confirmation of Loan Agreement and Security

The Loan Agreement, as amended by this Amending Agreement, and the Security are and shall continue to be in full force and effect. Each Borrower acknowledges and agrees that it has no valid right of set-off or claim of any nature against the Lender and if any such right of set-off or claim arises in the future, such right or claim is hereby waived.

5.2 No Waiver, Etc.

Except as expressly stated herein, the execution and delivery of this Amending Agreement shall not operate as a waiver of any right, power or remedy of the Lender under the Loan Agreement or of any provision of the Loan Agreement, and is without prejudice to the rights or remedies of the Lender under the Loan Agreement and Interim Financing Charge. The Lender has not waived, and is not by this Amending Agreement waiving any Defaults or Events of Default.

5.3 Further Assurances

The Borrowers shall from time to time at the request of the Lender do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Amending Agreement.

5.4 Electronic Document

This Agreement and any counterpart of it may be created, provided, received, retained and otherwise used, and will be accepted, in any digital, electronic or other intangible form. This Agreement and any counterpart of it may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the Parties.

5.4 Counterparts

This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Amending Agreement to produce or account for more than one such counterpart.

[signature pages follow]

IN WITNESS WHEREOF the Parties hereto have executed this Amending Agreement.

THE TORONTO-DOMINION BANK

By:

Name:

Title:

ACCURATE DORWIN (2020) INC.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

10064720 MANITOBA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

12986591 CANADA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

GLASS 8 INC.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

POLAR HOLDING CANADA, LLC

By:

Name:
Title:

I have authority to bind the corporation.

NATIONAL INTERIORS (2021) INC.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

12986647 CANADA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

POLAR HOLDING LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

12986914 CANADA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

POLAR WINDOW OF CANADA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

7440783 MANITOBA LTD.

By:

Name: Stephen Segal
Title: Chief Executive Officer

I have authority to bind the corporation.

Appendix D – Teaser Letter

Summary

- An opportunity exists to acquire the assets (the "**Assets**") or shares of one or more of the Accurate Group of Companies, which include:
 - Polar Window of Canada Ltd. ("**Polar Window**");
 - Accurate Dorwin (2020) Inc. ("**Accurate Dorwin**");
 - Glass 8 Inc. ("**Glass 8**");
 - National Interiors (2021) Inc. ("**National Interiors**");
 - 12986647 Canada Ltd. (O/A Allsco Windows & Doors) ("**Allsco**"); and
 - 12986591 Canada Ltd. (O/A Alweather Windows & Doors) ("**Alweather**").
- On February 10, 2023, the Accurate Group filed for an obtained protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Deloitte Restructuring Inc. ("**Deloitte**") consented to act as the Court appointed monitor in the CCAA proceedings (the "**Monitor**").
- Pursuant to a Court order issued on April 5, 2023, the Accurate Group, with the assistance of the Monitor, has been authorized to carry out a sales and investment solicitation process (the "**SISP**") for the sale (a "**Sale**") of all or substantially all of the property, Assets, and undertakings of the Accurate Group, or for the restructuring, recapitalization, or refinancing of the Accurate Group (an "**Investment**", and together with a Sale, a "**Transaction**").
- This document (the "**Teaser**") has been distributed to parties identified as having a potential interest in a Transaction. Any parties interested in obtaining further information on this opportunity are invited to execute and return the accompanying Confidentiality Agreement to the Monitor at the contact information listed below.

Business Overviews

- Polar Window
 - Fabricating, supplying and installing windows and doors for residential and commercial projects since 1976, Polar Window is now focused on direct-to-market sales of energy efficient PVC windows and composite doors.
- Accurate Dorwin
 - Supplier of a variety of products including fiberglass windows and doors, commercial aluminum windows, storefront doors, curtainwalls, and mirrors and glass, to general contractors, homebuilders, and homeowners.
- Glass 8
 - Glass and glazing contractor in Western Canada, delivering clients a new, reliable, and progressive glass and glazing contracting solution.
- National Interiors
 - Installer, retailer, and distributor, of flooring, tile, window coverings, wall finishings, awnings, and pergolas for commercial and residential properties.
- Allsco
 - Manufacturer of windows and doors servicing the residential and commercial markets in Nova Scotia, Prince Edward Island, and New Brunswick.
- Alweather
 - Retailer of doors, windows, garage doors, and customized exterior siding to the residential and commercial renovation market in Atlantic Canada.

Selected Acquisition Highlights



- FY22 sales \$7.4M (FY21 \$12.3M)
- 9 staff
- Leased locations:
 - 971 Wall Street, Wpg, MB
 - 75-77 Bannister Rd., Wpg, MB
 - 6636 50 St. NW, Edm, AB
- Asset and order summary:

	\$	Est. GM %
A/R	292,904	
Inventory	164,789	
Capital Assets	100,303	
Orders in Process	2,815,615	25%
Deposits	(975,515)	
Order Backlog	61,252	25%



- FY22 sales \$12.3M (FY21 \$14.0M)
- 54 staff
- Leased location:
 - 1535 Seel Ave. Wpg, MB
- Asset and order summary:

	\$	Est. GM %
A/R	1,908,102	
Inventory	1,784,231	
Capital Assets	810,789	
Orders in Process	7,719,146	26%
Progress Invoices	(3,618,347)	
Order Backlog	2,162,265	24%



- FY22 sales \$12.1M (FY21 \$11.1M)
- 74 staff
- Leased location:
 - 1535 Seel Ave. Wpg, MB
- Asset and order summary:

	\$	Est. GM %
A/R	2,165,234	
Inventory	1,316,387	
Capital Assets	352,373	
Orders in Process	11,882,405	23%
Progress Invoices	(7,532,336)	
Order Backlog	6,877,703	23%



NATIONAL INTERIORS

- FY22 sales \$7.5M (FY21 \$7.4M)
- 17 staff
- Leased location:
 - 971 Wall Street, Wpg, MB
- Asset and order summary:

	\$	Est. GM %
A/R	1,139,380	
Inventory	106,106	
Capital Assets	307,239	
Orders in Process	1,842,917	14%
Progress Invoices	(1,462,837)	
Order Backlog	466,764	21%



- FY22 sales \$15.3M (FY21 \$11.1M)
- 135 staff
- Leased locations:
 - 70 Rideout St. Moncton, NB
 - 615 St. George Blvd. Moncton, NB
 - 222 Edinburgh Dr. Moncton, NB
- Asset and order summary:

	\$	Est. GM %
A/R	589,436	
Inventory	3,617,813	
Capital Assets ¹	-	
Orders in Process	744,817	25%
Deposits	-	
Order Backlog	1,512,267	25%



- FY22 sales \$6.7M (FY21 \$4.6M)
- 46 staff
- Leased locations:
 - 27 Troop Ave. Dartmouth, NS
 - 95 Young St. Truro, NS
 - Trunk 10 Cookville, NS
 - 153 Commercial St. Berwick, NS
 - 20 Maple Ave. Amherst, NS
 - 271 Sherwood Rd. Charlottetown, PEI
- Asset and order summary:

	\$	Est. GM %
A/R	329,915	
Inventory	1,107,635	
Capital Assets ¹	410,697	
Orders in Process	3,497,792	34%
Deposits	(1,828,618)	
Order Backlog	N/A	

(1) Capital Assets for Allsco and Alweather are reported on a consolidated basis in Alweather.

Bid Process

A summary of the SISP timelines are below:

Milestone	Deadline
Monitor to create list of Known Potential Bidders and distribute Teaser Letters and Confidentiality Agreements	April 10, 2023
Monitor to open data room	April 14, 2023
Phase 1 Bid Deadline (5:00PM Winnipeg time)	May 5, 2023
Phase 2 Bid Deadline (5:00PM Winnipeg time)	May 19, 2023
Transaction Approval Hearing	June 2, 2023
Target Closing Date	June 9, 2023

The dates set out in the SISP may be extended by the Monitor with the consent of the DIP Lender and the Accurate Director.

Prospective purchasers should review the terms of the Court approved SISP to determine whether they are prepared to submit an offer. If you are interested in pursuing this opportunity, please execute the attached confidentiality agreement ("**CA**") and return it to Deloitte Restructuring Inc., attention John Fritz.

Bidders are encouraged to submit their offers in accordance with the terms of the SISP.

The Monitor reserves the right to cease or amend this offering at any time, reserve the right to reject any offer, and is not required to accept any offer even if it is a superior offer, and reserves the right to deal with individual prospective bidders as they may see fit in their discretion.

All communications relating to this opportunity should be directed to:

John Fritz

Deloitte Restructuring Inc.

Direct: +1 204 944 3586

Email: jofritz@deloitte.ca

Brent Warga

Deloitte Restructuring Inc.

Direct: +1 204 944 3611

Email: bwarga@deloitte.ca

DISCLAIMER

The preparation of this Teaser is based on information provided by the management of the Accurate Group and is furnished to potential acquirers on the basis that none of Deloitte Restructuring Inc. (the "Monitor"), Accurate Group or their respective officers, partners, employees, agents, representatives or advisers, make any representation or warranty as to the accuracy or completeness of the material contained herein.

By receiving this Teaser, the recipient (the "Recipient") acknowledges and agrees that no representation or warranty is made (or will necessarily be made in any sale agreement) as to the accuracy, reliability or completeness of any information contained or referred to in this Teaser or provided either orally or in writing to the Recipient in the course of its evaluation, by the Monitor or any person who may be involved in the preparation of this Teaser or the Sales and Investment Solicitation Procedures generally.

To the extent permitted by law, no responsibility for any statement, opinion, information or matter (whether express or implied) arising out of or contained in, or derived from, or for errors in, or omissions from (arising out of negligence or otherwise) this Teaser or any written or oral communications transmitted to the Recipient in the course of its evaluation of the Assets, is accepted by the Monitor.

The Recipient acknowledges that nothing in this Teaser (or elsewhere) creates any personal liability on the part of the Monitor or its employees or agents. While all reasonable efforts have been made to ensure the information contained in this Teaser is accurate and correct at the effective date, no responsibility for any errors in, or omissions from, this Teaser, whether arising out of negligence or otherwise, is accepted by the Monitor.

Any person contemplating a purchase of the Assets should make their own decision as to the sufficiency and relevance for their purposes of the information contained in this Teaser and their own independent investigation of the Assets, after taking all appropriate advice from qualified professional persons. By receiving this Teaser, the Recipient acknowledges and agrees that it will rely entirely upon its own due diligence and professional advice in considering a purchase of the Assets.

Appendix E – April 11, 2023 Newswire Release

Accurate Group of Companies

NEWS PROVIDED BY

Accurate Dorwin (2020) Inc. (a member of the Accurate Group) →

Apr 11, 2023, 09:00 ET

WINNIPEG, MB, April 11, 2023 /CNW/ - 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) (collectively the "**Opcos**"), Polar Holding Ltd., 10064720 Manitoba Ltd., and 12986914 Canada Ltd. (collectively the "**Holdcos**", and together with the Opcos the "**Accurate Group**") would like to announce the commencement of a sale and investment solicitation process (the "**SISP**") to be facilitated within the Accurate Group's restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"). The SISP is seeking bids for (a) the sale (a "**Sale**") of some, all, or substantially all of the property, assets and undertakings of the Opcos, or (b) for the restructuring, recapitalization, or refinancing of the Accurate Group (an "**Investment**").

Continue Reading



Accurate Group of Companies (CNW Group/Accurate Dorwin (2020) Inc. (a member of the Accurate Group))



Deloitte Restructuring Inc., in its capacity as the court-appointed monitor (the "**Monitor**") in the CCAA Proceedings, will be assisting the Accurate Group with the facilitation of the SISP. Non-binding letters of intent must be submitted no later than **5:00pm (Winnipeg time) on May 5, 2023 in accordance with the SISP procedures**. Further information can be found on the Monitor's website at www.insolvencies.deloitte.ca/en-ca/accurategroup.

Should you have an interest in participating in the SISP, please contact **John R. Fritz** at **(204) 944-3586** or by e-mail at jofritz@deloitte.ca.

About the Accurate Group

The Accurate Group, and more specifically the Opcos, are a Canadian based group of Companies involved in manufacturing and installing windows and doors, installing flooring, tile, and window coverings, and retailing windows, doors and exterior siding for both residential and commercial markets primarily in Manitoba, Alberta, and Atlantic Canada.

Polar Window of Canada Ltd.

Polar Window has been in the business of fabricating, supplying and installing windows and doors for residential and commercial projects since 1976, and is now focused on direct-to-market sales of energy efficient PVC windows and composite doors. For more information, please visit <https://polarwindows.com>.

Accurate Dorwin (2020) Inc.

Accurate Dorwin has been manufacturing the finest quality and highest energy rated windows and doors since 1952. In 1983, Accurate Dorwin was a pioneer in introducing fiberglass windows to the world. The Company provides customers with a variety of products including fiberglass windows and doors as well as commercial aluminum windows, storefront doors, curtainwalls, mirrors and glass. For more information, please visit www accuratedorwin.com.

Glass 8 Inc.

Glass 8 Inc. operates as a glass and glazing contractor in Western Canada. By leveraging the nearly 50 years of combined industry experience, Glass 8 is able to deliver clients a new, reliable, and progressive glass and glazing contracting solution. For more information, please visit <https://glass8.ca>.

National Interiors (2021) Inc.

National Interiors is in the business of selling and installing flooring, window coverings, wall finishings, awnings, pergolas and furniture since 2021 with a history dating back to 2015. For more information, please visit www.nationalinteriors.ca.

Allsco Windows & Doors

Allsco Windows and Doors have been in the homes of Atlantic Canadians for over 40 years. Having started as a family business in 1976, one of Allsco's fundamental values is to produce quality products that ensure your comfort and reflect your personal style. With almost half a century of experience under our belts, we know what it takes to manufacture windows and doors that look great and stand up to the harshest of climates. For more information, please visit www.allsco.com.

Alweather Windows & Doors

Alweather Windows & Doors has positioned itself favorably in the Maritimes with its comprehensive product line of doors, windows, garage doors and customized exterior siding. In business since 1973, Alweather has been recognized throughout the years for the quality of its products, exceptional people and for its personalized solutions. Alweather has become an essential figure in the residential and commercial renovation market of the Maritime provinces. For more information, please visit www.awwd.ca.

SOURCE Accurate Dorwin (2020) Inc. (a member of the Accurate Group)

For further information: John R. Fritz, (204) 944-3586, jofritz@deloitte.ca

Appendix F – Insolvency Insider Weekly Addition (April 10, 2023)

Fritz, John

From: Insolvency Insider <editor@insolvencyinsider.ca>
Sent: Monday, April 10, 2023 06:01
To: Fritz, John
Subject: [EXT] CannTrust enters CCAA again; McKinsey denies shutting down restructuring business



Not getting these emails regularly? [Subscribe!](#)

RECENT FILING

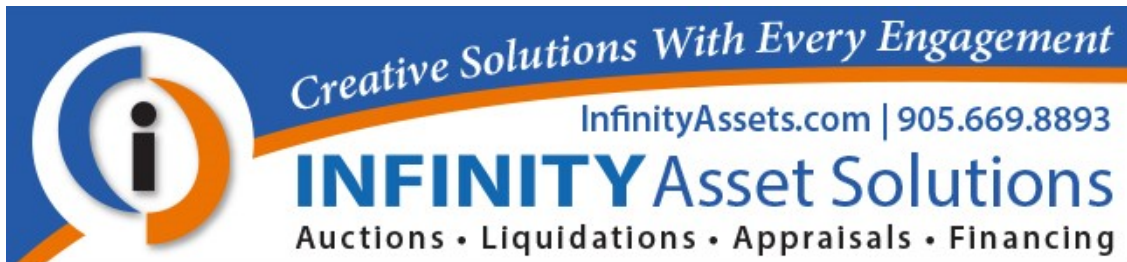
- **Phoena Holdings Inc. et al.**, a group of Ontario-based cannabis companies, obtained CCAA protection on April 4. The applicants, with the exception of **Phoena Holdings Inc.** (“**Phoena Holdings**”) and **Elmcliffe Investments [No. 2] Inc.** were applicants in previous CCAA proceedings. **Phoena Holdings** was previously known as **CannTrust Equity Inc.**, and was previously a wholly-owned subsidiary of **CannTrust Holdings Inc.** On January 5, 2022, the **CannTrust** group implemented their CCAA plan, and emerged from CCAA protection on March 15, 2022. Despite the efforts to regain market share since the reinstatement of their cannabis licenses and various cost-cutting initiatives, the applicants have struggled to increase revenue to a sufficient level to cover their significant operating costs. They have sustained significant losses as a result of unfavourable systemic factors, including a general over-supply of cannabis in the market and continued price compression pressures. The companies intend to wind-down their operations, seek a potential sale of their business and select a liquidator to assist in the sale of inventory, equipment and fixtures. **EY** was appointed Monitor, represented by **TGF. Miller Thomson** is counsel to the companies. **Cortland Lending Corporation** is the primary secured

creditor, represented by **Cassels** and assisted by financial advisor **KSV**. **Fogler Rubinoff** is counsel to secured creditor **Balfour Energy Corp.**



- **GreenSpace Brands Inc.**, a publicly-listed Canadian company, and certain of its subsidiaries, which together develop, market and sell plant-based natural foods in Canada and the US, obtained CCAA protection on April 6. Over the past several years, the companies have struggled to generate sufficient cash flow to achieve profitability. Their performance has also been impacted by supply chain issues during the COVID-19 pandemic, an inability to meet customer demand and legacy capital structure burden, including the public listing and associated expenses. As part of the CCAA proceedings, **Pivot Financial I Limited Partnership**, the senior secured creditor, has agreed to provide a DIP loan and act as stalking horse bidder. **PwC** was appointed Monitor. **Goodmans** is counsel for the companies.

Magna Gold Corp., a reporting issuer headquartered in Toronto, Ontario which operates a Mexico-focused mineral resource company, had its NOI proceedings continued under the CCAA on March 27, primarily to coordinate protection between Canada and Mexico. The company's indirect subsidiary - **Molimentales del Noroeste S.A. de C.V.** - previously filed an application for restructuring and provisional creditor protection before the Second District Court for Insolvency Matters located in Mexico City, Mexico. **Bennett Jones** is counsel for the company. **KSV** is the Monitor, represented by **Cassels**. **McCarthy's** is counsel for **Delbrook Capital**.



- **FlexiTy Solutions Inc. and FlexiTy Holdings Inc.**, Ontario-based technology companies, each filed an NOI on March 27, owing more than \$37 million in secured debt to **BHG-BC Holdings Ltd.** ("BHG"). The primary purpose of the NOI proceedings is to create a stabilized environment to allow the companies to: (a) close a transaction with **Supra Canada Technologies Limited**

("Supra"), which was approved by the Court on April 4; (b) run a stalking horse sales process, with **BHG** acting as the stalking horse bidder; and (c) depending on the outcome of the stalking horse sales process, make a proposal to their creditors. **B. Riley Farber** is the Proposal Trustee, represented by **Miller Thomson**. **Jaffe & Peritz** is counsel for the companies, **Dentons** is counsel for **BHG** and **Thompson, MacColl & Stacy** is counsel for **Supra**.

5684961 Manitoba Ltd., the owner of an apartment complex located in Winnipeg, Manitoba, was placed in receivership on March 17, on application by **First National Financial GP Corporation**, owed approximately \$2.5 million. **MNP** was appointed Receiver, represented by **Pitblado**. **Thompson Dorfman Sweatman** is counsel for **First National**.



The advertisement features a dark background with a close-up of a hand holding a yellow and black butterfly. On the left, the text reads: "AccordExpress Factoring", "\$500,000 - \$2 MILLION FACILITIES", "OFFER LETTER WITHIN 48 HOURS", "FUNDING WITHIN 10 DAYS", and "NO FINANCIAL COVENANTS & NO TERM COMMITMENT". On the right, the Accord Financial logo is displayed, consisting of a stylized 'A' in blue and yellow, followed by the text "ACCORD FINANCIAL". Below the logo is a light blue button with the text "LEARN MORE".

DOCUMENT LIBRARY UPDATES

- **Have you subscribed to our new [Document Library service](#) yet?** If not, you've missed out on last Thursday's subscribers-only email where we discussed:

- the treatment of future, as yet unknown creditors in the CCAA proceedings of each of **Rothmans, Benson & Hedges**, **JTI-Macdonald Corp.** and **Imperial Tobacco**; and

an order tolling claims against professional advisors sought in the receivership proceedings of **Bridging Finance Inc.**

-
- Make sure your group is subscribed so you're aware of all the important case updates and legal issues developing. [Check out our website](#) for further details on the **Document Library**, including pricing. When you're ready, [send us an email](#) to get your group subscribed!

ASSETS FOR SALE

- **BDO Canada Limited**, in its capacity as receiver (the “**Receiver**”) of **Le Foyer St-Bernard Inc.** (“**Foyer St. Bernard**”), is seeking written offers for the purchase of Foyer St. Bernard’s assets, including a former special care home facility in a great location in Neguac, New Brunswick. Detailed asset descriptions are provided in the Invitation for Offers available on the Receiver’s website: <https://www.bdo.ca/en-ca/extranets/lefoyer/>. The Invitation for Offers also provides details of the tender sale process and a template form of offer. Interested parties will also be provided with an opportunity to inspect the real property, furniture and equipment. The deadline for the submission of binding offers is 4:00 p.m. (AST) on May 19, 2023. Further information can also be found in the teaser [HERE](#).
 - **Deloitte Restructuring Inc.**, in its capacity as the court-appointed monitor (the “**Monitor**”) in the *Companies’ Creditors Arrangement Act* proceedings (the “**CCAA Proceedings**”) of 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) (collectively the “**Opcos**”), Polar Holding Ltd., 10064720 Manitoba Ltd., and 12986914 Canada Ltd. (collectively the “**Holdcos**”, and together with the Opcos the “**Accurate Group**”), is assisting the Accurate Group with a implementing a court approved sale and investment solicitation process (the “**SISP**”). The SISP is seeking bids for (a) the sale (a “**Sale**”) of some, all, or substantially all of the property, assets and undertakings of the Opcos, or (b) for the restructuring, recapitalization, or refinancing of the Accurate Group (an “**Investment**”). The Accurate Group, and more specifically the Opcos, are involved in manufacturing and installing windows and doors, installing flooring, tile, and window coverings, and retailing windows, doors and customized exterior siding for both residential and commercial markets in Manitoba, Alberta, and Atlantic Canada. Non-binding letters of intent must be submitted no later than **5:00pm (Winnipeg time) on May 5, 2023**. Further information can be found on the Monitor’s website at www.insolvencies.deloitte.ca/en-ca/accurategroup.
-

- **PricewaterhouseCoopers Inc., LIT (“PwC”)**, in its capacity as the Court-appointed monitor (the “Monitor”) of **Field Trip Health & Wellness Ltd., Field Trip Health Holdings Inc., Field Trip Health Canada Inc., Field Trip Digital Canada Inc., and Field Trip Health USA Inc.** (collectively, “Field Trip” or the “Company”) is launching a Court-approved sale and investment solicitation process (“SISP”) for the purpose of soliciting proposals to purchase or invest in some or all of Field Trip’s assets, business and operations. Field Trip is a leader in the development and delivery of psychedelic-enhanced therapies. The Company currently operates four clinics across Canada (Toronto, Vancouver) and the United States (New York, Santa Monica). In order to obtain detailed information on Field Trip, interested parties will be required to sign a non-disclosure agreement. The deadline for submitting a binding offer is April 24, 2023 at 5:00 p.m. ET. For further information, please refer to www.pwc.com/ca/fieldtrip or contact at ca_fieldtrip@pwc.com.
-

- **Janes & Noseworthy Limited**, in its capacity as Receiver and Manager of **PIER 86 MANAGEMENT INC.** and not in its personal capacity, is offering for sale multiple commercial properties located on Water Street, St. John’s, Newfoundland and Labrador (“NL”). The properties include over 75,000 square feet of commercial space between civic address 151 and 173 Water Street, St. John’s, NL excluding civic address 165 Water Street, St. John’s, NL. For more information, contact David Buckingham, CPA, CA, CIRP, LIT (dbuckingham@jnltrustee.ca) at (709) 364-8148.
-

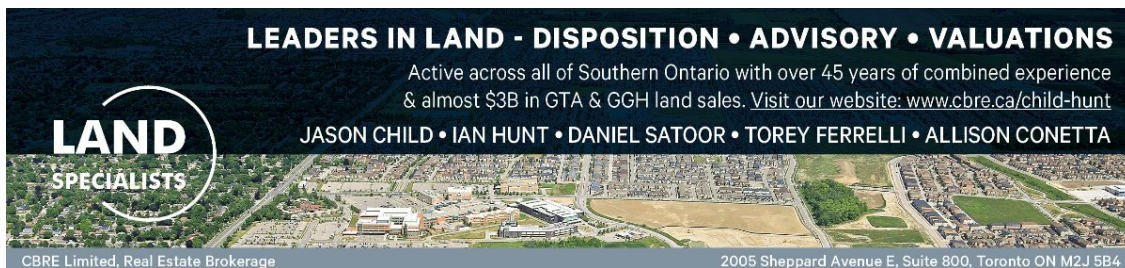
- **Alvarez & Marsal Canada Inc.**, in its capacity as the court-appointed receiver of **Candre Cannabis Inc.**, an Alberta-based company that engaged in the business of cultivation and production of cannabis with property and a manufacturing facility and operations near Sundre, Alberta. The receiver is conducting a court-approved SISP to solicit interest in an acquisition, investment in, restructuring of or refinancing of the business or sale of the assets and/or business of the company. Non-binding letters of intent must be submitted no later than **5:00pm MT on April 28, 2023**. Visit [HERE](#) for more information.
-

- **Raymond Chabot Inc.**, in its capacity as court-appointed receiver of **30 Cedar Holdings Inc.**, has engaged Royal LePage North Heritage Realty to solicit offers for the commercial property located at 30 Cedar Street, Sudbury, Ontario. For more information, please contact [Cassandra Beach](#) or visit [HERE](#) for more information.
-

MNP Ltd. in its capacity as court appointed Receiver and Manager of **2399430 Alberta Ltd.** and **2399449 Alberta Ltd.** has engaged **NAI Commercial Real Estate Inc.** (“NAI”) to solicit offers to purchase the following four properties; 10053 Jasper Avenue NW, Edmonton, AB – The Union

Bank Inn Property is a 40 room boutique hotel with restaurant and kitchen space on the main floor; 8020 – 105 Street NW, Edmonton, AB – known as the Scona Garage Property is approximately 17,600 square feet on two floors in base building condition; 10315 – 109 Street NW, Edmonton, AB – known as the Harvest Building and is a fully improved, approximately 16,000 square foot office building with exposed brick and timber and a large skylight; 10507 Saskatchewan Drive NW, Edmonton, AB – A 0.36 acre property overlooking the downtown skyline with a one and a half storey approximately 10,500 square foot commercial building with parking lot. Please click [HERE](#) for more information or contact Michael Parsons of NAI at (780) 435-5507 or mparsons@naiedmonton.com.

Ernst & Young Inc., in its capacity as privately-appointed receiver of **102193 PEI Inc.**, is currently in the process of soliciting tenders for the purchase of land, building and contents located at 601 Read Drive, Summerside, Prince Edward Island. The deadline to submit tenders is 6 April 2023. Further details can be found [HERE](#) or by contacting Patrick Downe at patrick.downe@ca.ey.com or 1-506-388-7788.



LAND SPECIALISTS

LEADERS IN LAND - DISPOSITION • ADVISORY • VALUATIONS

Active across all of Southern Ontario with over 45 years of combined experience & almost \$3B in GTA & GGH land sales. Visit our website: www.cbre.ca/child-hunt

JASON CHILD • IAN HUNT • DANIEL SATOOR • TOREY FERRELLI • ALLISON CONETTA

CBRE Limited, Real Estate Brokerage 2005 Sheppard Avenue E, Suite 800, Toronto ON M2J 5B4

[Click here](#) for a new interactive map of all active land listings. [Click here](#) to book an appointment with our team of Specialists.

- **Grant Thornton Limited** in its capacity as receiver and manager (the “Receiver”) of **Ratnas Gas Inc. and Ratnas Property Investment Inc.** (“Ratnas” or the “Company”) is seeking binding letters of intent (“LOI”) for Ratnas’ business, property, assets, and undertakings. Ratnas operated a Shell-branded gas station located in Port Hope. In addition to its self-serve fuel dispensers, the location includes a convenience store with an in-store and drive-thru Tim Horton’s outlet. Further details with respect to the sale and investment solicitation process can be obtained by visiting the Receiver’s [case website](#), or by contacting Michael Dellaire of the Receiver’s office at 416-607-2689, or michael.dellaire@ca.gt.com.

-
- **Deloitte Restructuring Inc.** in its capacity as Receiver and Manager of Zio’s Pizza Kitchen Ltd. has engaged Cushman & Wakefield Atlantic to solicit offers to purchase the commercial property located at 214 Church Street, Moncton, New Brunswick (“**Church Street**”) and the parking lot

located at 14-146 Mountain Road, Moncton, New Brunswick ("**Mountain Road**"). The Church Street property consists of a 32,434-sf lot with a 11,986 sf two story commercial building, currently improved as a restaurant. The Mountain Road property consists of a 14,272-sf paved parking lot. Please contact Adam MaGee at amagee@cwatlantic.com for more information.

Dodick Landau Inc. is the financial advisor to the Estate Trustee of the late **Ellery Jay Muchmaker**. The Estate Trustee has engaged CBRE to solicit offers to purchase the multi-unit residential property located at 34-36 King Street E, Kawartha Lakes, Ontario. The property has 10,730 sf and is a mixed residential/commercial building including 10 residential units and one commercial unit. Please contact Alex Protomanni at alex.protomanni@cbre.com or visit [HERE](#) for more information.

PricewaterhouseCoopers Inc., LIT, in its capacity as court-appointed receiver and manager of Prendville Industries Ltd. has engaged **Cushman & Wakefield Stevenson** to solicit offers for the property located at 68 Crane, Thompson. MB. The property includes a 17,000 SF freestanding industrial building on 1.34 acres. Further details can be found [HERE](#).

- **CBRE LAND SPECIALISTS** are selling a property under power of sale: ± 27.20 acres of mixed use waterfront development land with over 400 units as-of-right, ~1,500 ft. of Highway 400 frontage & ~1,500 ft. of direct water frontage located at 116, 162, 192 & 206 Port Severn Road North in Port Severn, Muskoka. Click to view the full marketing package [HERE](#). Contact one of the Land Specialists listed on the last page of the brochure for more information.
-

Need to promote a distressed asset sale? [Email us](#)

INSOLVENCY STORIES IN THE NEWS

- [Bridging investors granted time for legal action](#)
-

- In the Courts: Vancouver crypto company loses appeal over repaying creditors \$2M
-

- [Newfoundland construction company continues to win contracts and improve cash flow as it works to restructure](#)
-

- [Absolute Software cutting 40 jobs as part of restructuring plan](#)
-

- [GreenSpace announces commencement of restructuring proceedings, interim financing and execution of stalking horse agreement](#)
-

- [Purchase of a Lithium mine in Abitibi | An undesirable blocked by Quebec](#)



- [Cannabis carnage continues as former CannTrust enters CCAA protection again, seeks liquidation \(free subscription required to access content\)](#)
-

[Trevali Mining Corporation: Supreme Court of British Columbia Appoints Shareholder Representatives and Representative Counsel](#)

[Fraud, or bad investment? Edmonton psychotherapist lost \\$350k in alleged investment scheme, court hears during trial's closing arguments](#)

[Springer Aerospace sale hinges on liabilities](#)

- [Tesla lines up for lithium as North America's sole large-scale mine opens in Quebec](#)



WAYGARCAPITAL

Senior Secured Asset-Based Loans from \$5 Million to \$150 Million for Manufacturers, Distributors, Retailers, Defence and Security Industries.

SERVICES INCLUDE:

- ✓ Refinancing
- ✓ Late Stage Turnarounds
- ✓ CCAA/DIP Financing
- ✓ Bridge Loans

☎ (416) 572-0025
🌐 www.waygarcapital.com

INSOLVENCY DIRECTORY

- Click the button below for our comprehensive directory of who's who in the Canadian insolvency market — trustees, lawyers, lenders, liquidators, property managers, turnaround professionals, industry consultants, distressed purchasers and more.

[Insolvency Directory](#)

- Also listed are strategic players and investors looking to purchase distressed assets, so make sure to check it out if you're running a sales process.

-
- Want to be included in the directory? Click [HERE](#) for details.
-



**WESTERN CANADA'S
BUSIEST AUCTION HOUSE**

APPRAISALS, QUOTES, PROPOSALS

SALES@ABLEAUCTIONS.CA

able
auctions.ca

RESTRUCTURING WEBINAR



- We've just recorded a very timely and informative 45-minute discussion on **Q3 2022: Clarifying Sealing Orders, Stalking Horse Bids and More**. Our expert panel discusses decisions from the last quarter that have the potential to impact insolvency practice going forward. We cover, among other things, the following:

a caution on sealing orders issued by the Ontario Court;

a dispute between the Monitor and CRA regarding the Monitor's right to attend examinations for discovery in tax litigation involving the debtor company;

the permissibility of a roll-up DIP;

the availability of relief from forfeiture in the context of a failure to pay rent during COVID;

the approval of yet another contested RVO;

the BC Court's refusal to approve a stalking horse bid; and

the enforceability of an arbitration clause in receivership proceedings.

WATCH NOW

- The full agenda and link to register can be found [HERE](#). The cost is only \$79.00 + HST. The webinar can be watched at your convenience, so make sure you register and set aside 45 minutes to watch it! It is well worth your time to get up-to-speed on what you need to know right now in our fast-paced market!

UPCOMING EVENTS

- Want to promote an event? [Email us](#)

BOUTIQUE MORTGAGE LENDERSSM LIC #10164

REAL ESTATE CAPITAL AVAILABLE ACROSS CANADA FOR:
• Rescue Financing • DIP Financing • Financial Restructuring

WE ALSO PROVIDE CAPITAL FOR:
• Land & Construction Financing • Bridge Financing
• Mezzanine Financing • REITs/Capital Markets

Firm Capital
Mortgage Investment Corporation
TSX Symbol: FC

Lorne Morein | lmorein@firmcapital.com
(416) 635-0221 | www.FirmCapital.com

Where Mortgage Deals Get Done[®]

Click [HERE](#) to learn more about how Firm Capital Corporation provides a gap-financing solution, with a focus on fast service and innovative structures.

U.S. FILINGS AND NEWS

- [Richard Branson's Virgin Orbit files for Chapter 11 bankruptcy](#)

[David's Bridal Is Said to Be Considering Bankruptcy, Again](#)

[McKinsey denies media report on shutting down restructuring business](#)

[J&J's First Attempt to Escape Cancer Claims With Bankruptcy Failed. Now It's Trying Again](#)

[Bed Bath & Beyond proposes reverse stock split as it struggles to avoid bankruptcy](#)

- [Revlon will wipe out \\$2.7B in debt as it exits bankruptcy later this month](#)
-

- [Cineworld looks to raise \\$2.26 billion to emerge from bankruptcy](#)
-

- [Bankruptcy Vendors Agree to Pay \\$900K in DOJ Info-Sharing Probe](#)
-

- [WeWork Starts Bond Exchange as Part of Debt Restructuring Plan](#)
-

- [Creditor-on-Creditor Clashes Driven by FOMO, Fidelity Says](#)
-

- [Golden Knights' Robin Lehner accused of fraud by major creditors](#)
-

- [Evergrande Signs Restructuring Agreement With Major Creditors](#)
-

FROM THE EDITOR

Our goal is to keep you current on everything that is happening in our market in one easy-to-read email per week.

- Insolvency Insider's Monday email is proudly written by [Dina Milivojevic](#).

-
- Catch up on any emails you missed by visiting our archives!

-
- Help us expand our readership from coast to coast by sharing our newsletter with colleagues and associates!

-
- Have a story or event to share? Email us!

-
- Feedback and suggestions on how we can improve our format or content are also always welcome!

-
- Interested in sponsorship? Request a media kit for further details.

Have a great week!



*Copyright © 2023 2341018 Ontario Inc. (Insolvency Insider), All rights reserved.
You signed up for our newsletter at www.insolvencyinsider.ca*

Our mailing address is:

2341018 Ontario Inc. (Insolvency Insider)
8 Beaumont Drive
Ajax, Ontario L1T 1R9
Canada

Add us to your address book

Want to change how you receive these emails?

You can **update your preferences** or **unsubscribe from this list**

Appendix G – May 9, 2023 Sallyport / FWCU Correspondence

From: [Fritz, John](#)
To: schen@firstwestcapital.ca; [Brett Norris](#); msindhi@firstwestcu.ca; bcclark@fasken.com
Cc: [Frith, Craig](#); [SUTHERLAND, Ian](#); [Warga, Brent](#)
Subject: Accurate Group - Notice to Secured Creditor
Date: Tuesday, May 9, 2023 9:14:09 PM

To: FWCU Capital Corp. ("FWCU")

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Phase 1 Bids received within three (3) Business Days of the expiry of the Phase 1 Bid Deadline which passed on May 5, 2023.

Prior to provision of the Qualified Phase 1 Bids, the Monitor requires that FWCU provide a professional undertaking through its Counsel (the "**Undertaking**") to keep all information regarding the Qualified Phase 1 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Qualified Phase 1 Bids.

In addition, the Monitor draws FWCU's attention to its obligations pursuant to the SISP Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should FWCU wish to obtain copies of the Qualified Phase 1 Bids, please provide by return email:

1. The requested Undertaking; and
2. Acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Subject to any commentary or objections of FWCU, the Monitor intends to proceed to advise each party which has submitted a Qualified Phase 1 Bid that the SISP Procedures will

continue and each of these parties shall be designated as a Qualified Phase 2 Bidder by **12:00 noon (Winnipeg time) on May 10, 2023**. Should FWCU have any commentary or objections, and/or if a teleconference with the Monitor be helpful prior to this time, please advise at your earliest convenience.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory

2300 – 360 Main Street

Winnipeg, MB R3C 3Z3

Phone: (204)942-0051 | Fax: (204)947-2689

www.deloitte.ca

From: Fritz, John
To: cwilliamson@sallyportcf.com; gphoenix@loonix.com; [Shahrazad Hamraz](#)
Cc: [Frith, Craig](#); [SUTHERLAND, Ian](#); [Warga, Brent](#)
Subject: Accurate Group - Notice to Secured Creditor
Date: Tuesday, May 9, 2023 9:12:16 PM

To: Sallyport Commercial Finance ULC ("Sallyport")

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Phase 1 Bids received within three (3) Business Days of the expiry of the Phase 1 Bid Deadline which passed on May 5, 2023.

Prior to provision of the Qualified Phase 1 Bids, the Monitor requires that Sallyport provide a professional undertaking through its Counsel (the "**Undertaking**") to keep all information regarding the Qualified Phase 1 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Qualified Phase 1 Bids.

In addition, the Monitor draws Sallyport's attention to its obligations pursuant to the SISP Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should Sallyport wish to obtain copies of the Qualified Phase 1 Bids, please provide by return email:

1. The requested Undertaking; and
2. Acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Subject to any commentary or objections of Sallyport, the Monitor intends to proceed to advise each party which has submitted a Qualified Phase 1 Bid that the SISP Procedures will

continue and each of these parties shall be designated as a Qualified Phase 2 Bidder by **12:00 noon (Winnipeg time) on May 10, 2023**. Should Sallyport have any commentary or objections, and/or if a teleconference with the Monitor be helpful prior to this time, please advise at your earliest convenience.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory

2300 – 360 Main Street

Winnipeg, MB R3C 3Z3

Phone: (204)942-0051 | Fax: (204)947-2689

www.deloitte.ca

Appendix H – May 25, 2023 Sallyport / FWCU Correspondence

From: [Fritz, John](#)
To: [Steve Chen](#)
Cc: [Brett Norris](#); [Mandeep Sindhi](#); [Warga, Brent](#)
Subject: RE: Update Call
Date: Thursday, May 25, 2023 8:59:51 PM

Steve,

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Bids received within three (3) Business Days of the expiry of the Phase 2 Bid Deadline which passed on May 19, 2023.

Although not yet designated as "Qualified Bids", a number of Phase 2 Bids were received from Qualified Phase 2 Bidders.

Similar to the process for the Qualified Phase 1 Bids, prior to provision of the Phase 2 Bids, the Monitor requires that FWCU provide a professional undertaking through its Counsel (the "Undertaking") to keep all information regarding the Phase 2 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Phase 2 Bids.

As previously acknowledged, the Monitor draws FWCU's attention to its obligations pursuant to the SISP Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should FWCU wish to obtain copies of the Phase 2 Bids, please provide by return email:

1. The requested Undertaking, specifically with respect to the Phase 2 Bids; and
2. Continued acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Subject to the foregoing and your review of the Phase 2 Bids, please confirm if a call next week is helpful as proposed.

Regards,

John R. Fritz LIT
Deloitte | Financial Advisory
2300 – 360 Main Street
Winnipeg, MB R3C 3Z3
Phone: (204)942-0051 | Fax: (204)947-2689
www.deloitte.ca

From: Steve Chen <SChen@firstwestcapital.ca>
Sent: Wednesday, May 24, 2023 10:04

To: Fritz, John <jofritz@deloitte.ca>; Brett Norris <BNorris@firstwestcapital.ca>; Mandeep Sindhi <MSindhi@firstwestcu.ca>
Cc: Warga, Brent <bwarga@deloitte.ca>
Subject: [EXT] Update Call

John,

Thank you for sending over the bids – are you available for an update call next week? We would like to get an update on Phase 2 of the bidding process.

Would you and Brent be available to chat next Monday 29th at 9am PDT/11am CDT?

Steve Chen, CFA
VP and Head of First West Capital

c 604 862 7564 e schen@firstwestcapital.ca in [stevechen](https://www.linkedin.com/in/stevechen)
610 - 1040 West Georgia Street, Vancouver, BC V6E 4H1
[firstwestcapital.ca](https://www.firstwestcapital.ca)
GROW. ACQUIRE. TRANSITION.

[Sign up to receive the latest First West Capital newsletter](#)

From: Fritz, John <jofritz@deloitte.ca>
Sent: Tuesday, May 9, 2023 7:14 PM
To: Steve Chen <SChen@firstwestcapital.ca>; Brett Norris <BNorris@firstwestcapital.ca>; Mandeep Sindhi <MSindhi@firstwestcu.ca>; bcclark@fasken.com
Cc: Frith, Craig <cfrith@mcdougallgauley.com>; SUTHERLAND, Ian <isutherland@mcdougallgauley.com>; Warga, Brent <bwarga@deloitte.ca>
Subject: Accurate Group - Notice to Secured Creditor

[EXTERNAL] This email has originated from outside the organization.

To: FWCU Capital Corp. ("FWCU")

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Phase 1 Bids received within three (3) Business Days of the expiry of the Phase 1 Bid Deadline which passed on May 5, 2023.

Prior to provision of the Qualified Phase 1 Bids, the Monitor requires that FWCU provide a professional undertaking through its Counsel (the "**Undertaking**") to keep all information regarding the Qualified Phase 1 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Qualified Phase 1 Bids.

In addition, the Monitor draws FWCU's attention to its obligations pursuant to the SISP Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall

promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should FWCU wish to obtain copies of the Qualified Phase 1 Bids, please provide by return email:

1. The requested Undertaking; and
2. Acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Subject to any commentary or objections of FWCU, the Monitor intends to proceed to advise each party which has submitted a Qualified Phase 1 Bid that the SISP Procedures will continue and each of these parties shall be designated as a Qualified Phase 2 Bidder by **12:00 noon (Winnipeg time) on May 10, 2023**. Should FWCU have any commentary or objections, and/or if a teleconference with the Monitor be helpful prior to this time, please advise at your earliest convenience.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory
2300 - 360 Main Street
Winnipeg, MB R3C 3Z3
Phone: (204)942-0051 | Fax: (204)947-2689
www.deloitte.ca

Confidentiality Warning:

Deloitte refers to a Deloitte member firm, one of its related entities, or Deloitte Touche Tohmatsu Limited ("DTTL"). Each Deloitte member firm is a separate legal entity and a member of DTTL. DTTL does not provide services to clients. Please see www.deloitte.com/about to learn more.

This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank You.

If you do not wish to receive future commercial electronic messages from Deloitte, forward this email to unsubscribe@deloitte.ca

Avertissement de confidentialité:

Deloitte désigne un cabinet membre de Deloitte, une de ses entités liées ou Deloitte Touche Tohmatsu Limited (DTTL). Chaque cabinet membre de Deloitte constitue une entité juridique distincte et est membre de DTTL. DTTL n'offre aucun service aux clients. Pour en apprendre davantage, voir www.deloitte.com/ca/apropos.

Ce message, ainsi que toutes ses pièces jointes, est destiné exclusivement au(x) destinataire(s) prévu(s), est confidentiel et peut contenir des renseignements privilégiés. Si vous n'êtes pas le

destinataire prévu de ce message, nous vous avisons par la présente que la modification, la retransmission, la conversion en format papier, la reproduction, la diffusion ou toute autre utilisation de ce message et de ses pièces jointes sont strictement interdites. Si vous n'êtes pas le destinataire prévu, veuillez en aviser immédiatement l'expéditeur en répondant à ce courriel et supprimez ce message et toutes ses pièces jointes de votre système. Merci.

Si vous ne voulez pas recevoir d'autres messages électroniques commerciaux de Deloitte à l'avenir, veuillez envoyer ce courriel à l'adresse unsubscribe@deloitte.ca

This email and any of its attachments may contain information that is confidential. The contents of this email, and any attachments, are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete all copies of the transmission.

From: [Fritz, John](#)
To: cwilliamson@sallyportcf.com; gphoenix@loonix.com; [Shahrzad Hamraz](#)
Cc: [Frith, Craig](#); [SUTHERLAND, Ian](#); [Warga, Brent](#)
Subject: RE: Accurate Group - Notice to Secured Creditor
Date: Thursday, May 25, 2023 8:56:53 PM

To: Sallyport Commercial Finance ULC ("Sallyport")

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Bids received within three (3) Business Days of the expiry of the Phase 2 Bid Deadline which passed on May 19, 2023.

Although not yet designated as "Qualified Bids", a number of Phase 2 Bids were received from Qualified Phase 2 Bidders.

Similar to the process for the Qualified Phase 1 Bids, prior to provision of the Phase 2 Bids, the Monitor requires that Sallyport provide a professional undertaking through its Counsel (the "**Undertaking**") to keep all information regarding the Phase 2 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Phase 2 Bids.

In addition, the Monitor draws Sallyport's attention to its obligations pursuant to the SISP Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should Sallyport wish to obtain copies of the Phase 2 Bids, please provide by return email:

1. The requested Undertaking; and
2. Acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Upon provision of the forgoing, and receipt of the Phase 2 Bids, please advise if a

teleconference with the Monitor is helpful.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory

2300 – 360 Main Street

Winnipeg, MB R3C 3Z3

Phone: (204)942-0051 | Fax: (204)947-2689

www.deloitte.ca

From: Fritz, John

Sent: Tuesday, May 9, 2023 21:12

To: 'cwilliamson@sallyportcf.com' <cwilliamson@sallyportcf.com>; 'gphoenix@loonix.com' <gphoenix@loonix.com>; Shahrzad Hamraz <shamraz@loonix.com>

Cc: 'Frith, Craig' <cfrith@mcdougallgauley.com>; SUTHERLAND, Ian <isutherland@mcdougallgauley.com>; Warga, Brent <bwarga@deloitte.ca>

Subject: Accurate Group - Notice to Secured Creditor

To: Sallyport Commercial Finance ULC ("Sallyport")

Pursuant to the terms of the April 5, 2023 Order of the Court of Kings Bench in Manitoba in the CCAA Proceedings of the Accurate Group, wherein the SISP Procedures were approved, you are entitled to receive copies or a summary of any Qualified Phase 1 Bids received within three (3) Business Days of the expiry of the Phase 1 Bid Deadline which passed on May 5, 2023.

Prior to provision of the Qualified Phase 1 Bids, the Monitor requires that Sallyport provide a professional undertaking through its Counsel (the "**Undertaking**") to keep all information regarding the Qualified Phase 1 Bids strictly confidential including, but not limited to, the identity, number of bidders, structure of the bids, or dollar value of the Qualified Phase 1 Bids.

In addition, the Monitor draws Sallyport's attention to its obligations pursuant to the SISP

Procedures including, but not limited to, s. 6.14 which outlines the following:

"... In the event that a Secured Creditor is involved, or may be involved, either directly or indirectly, in financing or otherwise transacting with a potential or actual participant in the SISP, it shall promptly notify the Monitor of such potential or actual relationship prior to receiving any information (or additional information) in respect of the SISP and the Monitor may condition, limit or otherwise restrict such Secured Creditor's access to information or ability to participate or vote in the SISP in the manner the Monitor deems appropriate in the circumstances."

Should Sallyport wish to obtain copies of the Qualified Phase 1 Bids, please provide by return email:

1. The requested Undertaking; and
2. Acknowledgement of its obligations under the SISP Procedures, including but not limited to s. 6.14.

Subject to any commentary or objections of Sallyport, the Monitor intends to proceed to advise each party which has submitted a Qualified Phase 1 Bid that the SISP Procedures will continue and each of these parties shall be designated as a Qualified Phase 2 Bidder by **12:00 noon (Winnipeg time) on May 10, 2023**. Should Sallyport have any commentary or objections, and/or if a teleconference with the Monitor be helpful prior to this time, please advise at your earliest convenience.

Regards,

John R. Fritz LIT

Deloitte | Financial Advisory

2300 – 360 Main Street

Winnipeg, MB R3C 3Z3

Phone: (204)942-0051 | Fax: (204)947-2689

www.deloitte.ca

Appendix I – Redacted Sale Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of the ____ day of July, 2023 (the "**Effective Date**") among:

DELOITTE RESTRUCTURING INC., in its capacity as the court-appointed monitor for and on behalf of 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 ALL WEATHER WINDOWS & DOORS, POLAR HOLDING LTD., 10064720 MANITOBA LTD. AND 12986914 CANADA LTD., and not in its personal or corporate capacity
(the "**Vendor**")

– and –

STEPHEN SEGAL in trust for a corporation or corporations to be formed
(the "**Purchaser**")

– and –

STEPHEN SEGAL personally
(the "**Segal**")

– and –

BRANT ENDERLE personally
(the "**Enderle**")

– and –

TIM MORRIS personally
(the "**Morris**")

WHEREAS pursuant to the Order of the Honourable Mr. Justice Bock of the Manitoba Court of King's Bench (the "**Court**") issued February 10, 2023 (as amended and restated on February 14, 2023 and as may be further amended or amended and restated from time to time, the "**Initial Order**"), 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 All Weather Windows & Doors, Polar Holding Ltd., 10064720 Manitoba Ltd. and 12986914 Canada Ltd. (collectively, the "**Accurate Group**") were granted, among other things, creditor protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the "**CCAA**"). Deloitte Restructuring Inc. was appointed as the monitor of the Accurate Group (in such capacity, the "**Monitor**");

AND WHEREAS in connection with the proceedings initiated by the Initial Order (the "**CCAA Proceedings**"), on April 5, 2023, the Accurate Group sought and obtained approval of the Court to run a sale and investment solicitation process (the "**SISP**"), to be conducted with the assistance of the Monitor, intended to solicit interest in, and opportunities for, one or more or any combination of: (a) a restructuring, recapitalization or other form of reorganization of the business and affairs of the Accurate Group as a going

concern; or (b) a sale of all, or substantially all, of the assets and/or business operations of the Accurate Group, as a going concern or otherwise;

AND WHEREAS pursuant to the SISP, the Monitor, in consultation with the Accurate Director and DIP Lender (as those terms are defined in the SISP), has reviewed and evaluated all qualified bids received, and has identified the Purchaser's bid for the Purchased Assets (defined herein) as a Successful Bid on the terms set out in this Agreement;

AND WHEREAS on the terms set out herein, the Vendor has agreed to sell, transfer and assign to the Purchaser, and the Purchaser has agreed to purchase, accept and assume from the Vendor, all of the Accurate Group's right, title, interest and obligation in and to the Purchased Assets and Assumed Liabilities, subject to and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto (collectively, the "**Parties**", and each, a "**Party**") hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the terms defined herein shall have the following meanings:

"**Accounts Receivable**" means, with respect to the Accurate Group and without duplication, all accounts receivable, trade receivables, bills receivable, trade accounts, book debts, notes receivables, rebates, refunds and other receivables of the Accurate Group whether current or overdue, together with all interests accrued on such items.

"**Additional Consideration**" has the meaning set out in Section 3.2.

"**Affiliate**" has the meaning given to the term "affiliate" in *The Corporations Act* (Manitoba).

"**Agreement**" means this asset purchase agreement, as may be amended and restated from time to time in accordance with the terms hereof, with the consent of the Monitor, and "Article" and "Section" mean and refer to the specified article, section and subsection of this Agreement.

"**Applicable Law**" means, in respect of any Person, property, transaction or event, any (a) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order, (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority, and (c) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.

"**Approval and Vesting Order**" means an order by the Court, in substantially the same form as attached at Schedule "G", with such modifications as may be acceptable to the Vendor and the Purchaser, each acting reasonably, among other things, approving and authorizing the Transaction and vesting in the Purchaser (or as it may direct) all the right, title, interest and obligation of the Accurate Group in and to the Purchased Assets, free and clear from any Encumbrances other than the Permitted Encumbrances and the Assumed Liabilities, and releasing the Principals from any

liabilities in connection with any guarantees by them in respect of indebtedness of the Accurate Group.

"Assigned Contracts" means those Contracts set out in listed in Schedule "C", provided that the Purchaser shall be entitled to add or remove Assigned Contracts, if so designated in Schedule "C", upon written notice to the Vendor from time to time up until no later than four (4) Business Days prior to the date that is the earlier of (i) the application for the Assignment Order or (ii) Closing. For certainty, the Assigned Contracts do not include the Excluded Contracts.

"Assignment Order" has the meaning set out in Section 4.4(2).

"Assumed Liabilities" means: (a) Liabilities specifically and expressly designated by the Purchaser as assumed Liabilities in Schedule "D", provided that the Purchaser shall be entitled to add or remove such Liabilities from Schedule "D" upon written notice to the Vendor from time to time up until the date that is four (4) Business Days prior to the Closing; and (b) all Liabilities which relate to the Assigned Contracts and the Transferring Employees; in the case of the Liabilities for the Assigned Contracts and the Transferring Employees, solely in respect of the period from and after the Closing Time and not relating to any obligation, default accrued or existing prior to or as a consequence of Closing (unless otherwise expressly stated).

"Assumption Agreement" has the meaning set out in Section 3.3(4).

"Authorization" means any authorization, approval, consent, concession, exemption, licence, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.

"Books and Records" means (a) all of the Accurate Group's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records, and (b) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including Tax and accounting books and records used or intended for use by, or in the possession of the Accurate Group or any of their respective Affiliates including information, documents and records relating to the Assigned Contracts, customer lists, customer information and account records, sales records, computer files, data processing records, employment and personnel records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

"Business" means the business conducted by the Accurate Group, designing, selling, manufacturing, and installing fenestration and ancillary building products for the residential and commercial construction and renovation industry.

"Business Day" means a day on which banks are open for business in Winnipeg, Manitoba, but does not include a Saturday, Sunday or statutory holiday in the Province of Manitoba.

"Cash at Close" has the meaning set out in Section 3.1(2).

"Cash at Close Purchase Price" has the meaning set out in Section 3.2(2).

"CCAA" has the meaning set out in the recitals hereto.

"CCAA Proceedings" has the meaning set out in the recitals hereto.

"Claims" means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.

"Closing" means the completion of the purchase and sale of the Purchased Assets and assumption of the Assumed Liabilities in accordance with the provisions of this Agreement.

"Closing Date" means, subject to the terms hereof, the date that is the later of: (a) twenty-one (21) days after the date on which the Approval and Vesting Order is pronounced by the Court; (b) seven (7) days after the date on which all applications, motions or other proceedings seeking to appeal, restrain or prohibit the Transaction have been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably; and (c) such other date as the Parties may agree to writing from time to time.

"Closing Time" means 12:01 a.m. (Winnipeg time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place.

"Collective Agreement" means any collective agreement, letter of understanding, letter of intent or other written communication or contract with any trade union, association that may qualify as a trade union, council of trade unions, employee bargaining agent or affiliated bargaining agent, which would cover any of the Accurate Group's employees.

"Contracts" means any and all pending and executory contracts, agreements, leases, understandings and arrangements (whether oral or written) to which the Accurate Group is a party or by which the Accurate Group is bound or in which the Accurate Group has, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.

"Court" has the meaning set out in the recitals hereto.

"Cure Costs" means the amount of all monetary defaults, if any, existing in respect of any Assigned Contracts that are required to be paid in order to obtain the consent necessary to permit the assignment of such Assigned Contract or that are required to be paid in order to obtain an assignment of such Assigned Contract pursuant to Section 11.3 of the CCAA.

"Deposit" has the meaning ascribed thereto in Section 3.2(1) hereof.

"Effective Date" has the meaning set out in the preamble hereto.

"Employee" means any individual who is employed by the Accurate Group as of the Closing Date, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave;

"Encumbrance" means any security interest, lien, Claim, charge, right of retention, deemed trust, judgment, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, mortgage or right of a third party (including any contractual rights such as purchase options, rights of first refusal, rights of first offer

or any other pre-emptive contractual right) or encumbrance of any nature or kind whatsoever and any agreement, option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, (including any conditional sale or title retention agreement, or any capital or financing lease).

"Excluded Assets" means the properties, rights, assets and undertakings of the Accurate Group that are not Purchased Assets, including those specifically listed as "Excluded Assets" in Schedule "A-2". The Purchaser shall be entitled to add or remove properties, rights, assets or undertakings from the Excluded Assets upon written notice to the Vendor from time to time up until no later than four (4) Business Days prior to the Closing.

"Excluded Contracts" means the Contracts of the Accurate Group that are not Assigned Contracts, including those specifically listed as Excluded Contracts in Schedule "E". The Purchaser shall be entitled to add or remove Excluded Contracts upon written notice to the Vendor from time to time up until no later than four (4) Business Days prior to the date that is the earlier of (i) the application for the Assignment Order or (ii) Closing.

"First West Capital" means First West Credit Union Capital Corp.

"Governmental Authority" means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.

"Initial Order" has the meaning set out in the recitals hereto.

"Interim Period" means the period between the date of this Agreement and the Closing Date.

"Liability" means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Monitor" has the meaning set out in the recitals hereto.

"Monitor's Certificate" has the meaning set out in Section 6.1(6).

"Organizational Documents" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

"Outside Date" means August 31, 2023.

"Parties" has the meaning set out in the recitals hereto.

"Party" has the meaning set out in the recitals hereto.

"Permitted Encumbrances" means the Encumbrances listed on Schedule "B".

"**Person**" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"**Personal Information**" means any factual or subjective information, recorded or not, about an employee, contractor, agent, consultant, officer, director, executive, client, customer, supplier or natural person who is natural person or a natural person who is a shareholder of the Accurate Group, or about any other identifiable individual, including any record that can be manipulated, linked or matched by a reasonably foreseeable method to identify an individual.

"**Principals**" means Segal, Enderle and Morris.

"**Purchase Price**" has the meaning set out in Section 3.1.

"**Purchased Assets**" means the tangible and intangible assets, undertakings and properties owned by the Accurate Group related to the Business, wherever located, as of the Closing Date specified on Schedule "A-1". For certainty, the Purchased Assets do not include the Excluded Assets.

"**Sallyport**" means Sallyport Commercial Finance, LLC.

"**Sanctions**" has the meaning ascribed in Section 7.2(9) hereof.

"**SISP**" has the meaning set out in the preamble hereto.

"**Successful Bid**" has the meaning set out in the SISP.

"**Taxes**" means, with respect to any Person, all national, federal, provincial, local or other taxes, including income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, GST/HST, PST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.

"**Transaction**" means all of the transactions contemplated by this Agreement, including the purchase and sale transaction whereby the Purchaser will acquire the Purchased Assets.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 General Construction

The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement and not to any particular section hereof. The expression "Section" or reference to another subdivision followed by a number mean and refer to the specified Section or other subdivision of this

Agreement. The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

1.4 Extended Meanings

Words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including, without limitation," and such terms as "includes" have similar meanings and the term "third party" means any other Person other than the Vendor, the Accurate Group or the Purchaser, or any Affiliates thereof.

1.5 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.6 Statutes

Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules, regulations and interpretations made under it, as it or they may have been or may from time to time be modified, amended or re-enacted.

1.7 Schedules

The following schedules are attached hereto and incorporated in and form part of this Agreement:

SCHEDULES

<u>Schedule "A-1"</u>	-	Purchased Assets
<u>Schedule "A-2"</u>	-	Excluded Assets
<u>Schedule "B"</u>	-	Permitted Encumbrances
<u>Schedule "C"</u>	-	Assigned Contracts
<u>Schedule "D"</u>	-	Assumed Liabilities
<u>Schedule "E"</u>	-	Excluded Contracts
<u>Schedule "F"</u>	-	Excluded Liabilities
<u>Schedule "G"</u>	-	Approval and Vesting Order

Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement will apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

1.8 Interpretation if Closing Does Not Occur

If Closing does not occur, each provision of this Agreement which presumes that the Purchaser has acquired the Purchased Assets and assumed the Assumed Liabilities shall be construed as having been contingent upon Closing having occurred.

ARTICLE 2 PURCHASE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Purchase, Sale and Assumption

Subject to the terms and conditions of this Agreement, effective as of the Closing Time, the Vendor shall sell, assign and transfer the Purchased Assets and Assumed Liabilities to the Purchaser, and the Purchaser shall purchase, accept, assume and receive from the Vendor, all of the Purchased Assets and Assumed Liabilities. For certainty, the Purchased Assets: (a) shall be free and clear of all Encumbrances that are not Permitted Encumbrances; and (b) do not include the Excluded Assets, the Excluded Contracts or the Excluded Liabilities.

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The purchase price payable by the Purchaser for the Purchased Assets shall be [REDACTED] plus the balance of Assumed Liabilities (subject to adjustment as provided in this Agreement, the "**Purchase Price**") as set out below:

- (1) Cash at Close. The Purchaser will pay [REDACTED] at close (the "**Cash at Close**") which shall be paid to the Vendor, for the benefit of the Accurate Group, at the Closing Time in immediately available funds.
- (2) Accurate Group Liabilities. The Purchaser shall assume the Assumed Liabilities not already set out above.

For certainty, the Purchase Price shall be exclusive of applicable Taxes.

3.2 Additional Third Party Consideration

As additional consideration in connection with the Transaction and for a release, pursuant to the Approval and Vesting Order, in favour of the Principals in respect all guarantees granted by them in connection with any indebtedness of the Accurate Group, on Closing, the Principals shall pay the amount of [REDACTED] as follows: (i) [REDACTED] will be paid to First West Capital and (ii) [REDACTED] will be paid to Sallyport (the "**Additional Consideration**").

3.3 Satisfaction of Purchase Price

The Purchaser shall satisfy the purchase in accordance with the following:

- (1) Deposit. The Parties acknowledge that the Purchaser has paid a deposit in the amount of [REDACTED] being five percent (5%) of the Cash at Close (the "**Deposit**"), which Deposit is comprised of [REDACTED] being held by the Monitor and invested in an interest-bearing trust account in a Schedule I bank in Canada and the [REDACTED], and shall be credited against the Purchase Price at Closing.

- (2) Cash At Close. An amount equal to the Cash at Close less the Deposit (the "**Cash At Close Purchase Price**"), shall be paid to the Vendor, for the benefit of the Accurate Group, at the Closing Time in immediately available funds.
- (3) Assumed Liabilities. On Closing, the Vendor and the Purchaser shall enter into an assumption agreement (the "**Assumption Agreement**"), in form and substance acceptable to the Vendor and Purchaser, acting reasonably, reflecting the assumption by the Purchaser of the Assumed Liabilities required pursuant to this Agreement.

3.4 Deposit

- (1) If Closing occurs in accordance with the terms and conditions of this Agreement, the Deposit (plus accrued interest) shall be credited against the Purchase Price, in partial satisfaction of the Purchaser's obligation to pay the Cash at Close Purchase Price at Closing.
- (2) If this Agreement is terminated:
 - (i) pursuant to Section 8.1(1), the Vendor (on behalf of the Accurate Group) shall be entitled to retain the Deposit (plus accrued interest) and the full amount of the Deposit (plus accrued interest) shall be forfeited to the Accurate Group;
 - (ii) for any other reason, the Deposit (plus accrued interest) shall be returned to the Purchaser; and
 - (iii) subject to Section 8.2, each Party shall be released from all obligations and liabilities under or in connection with this Agreement. In the event of termination of this Agreement pursuant to which the Accurate Group shall be entitled to retain the Deposit (plus accrued interest), the Parties agree that the amount of the Deposit (and accrued interest) constitutes a genuine pre-estimate of liquidated damages representing the Accurate Group's losses and Liabilities as a result of Closing not occurring and agree that the Accurate Group shall not be entitled to recover from the Purchaser any amounts that are in excess of the Deposit (and accrued interest) as a result of Closing not occurring. The Purchaser hereby waives any Claim or defence that the amount of the Deposit (and accrued interest) is a penalty or is otherwise not a genuine pre-estimate of the Accurate Group's damages.

3.5 Allocation of the Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price to the Purchased Assets held by the Accurate Group for tax purposes in a manner to be agreed to by the Parties, each acting reasonably, at least three (3) days before Closing, and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

3.6 Section 167 Tax Election.

If available and requested by the Purchaser on Closing, the Vendor and the Purchaser shall jointly execute an election under Section 167 of the ETA to have the sale of the Purchased Assets take place on a GST-free basis under Part IX of the ETA. The Purchaser shall file the elections in the manner and within the time prescribed by the relevant legislation.

3.7 Section 22 Tax Election.

If available and requested by the Vendor on Closing, the Vendor and the Purchaser shall jointly execute and file an election under Section 22 of the *Income Tax Act* (Canada) in respect of the Accounts Receivable forming part of the Purchased Assets. The Vendor and the Purchaser agree to file such election in a manner consistent with the Purchase Price Allocation contemplated in Section 3.4.

3.8 Taxes

The Purchaser shall be liable for federal and provincial sales Taxes and all other fees, Taxes, due or other like charges, if any, properly payable upon and in connection with the conveyance and transfer by the Vendor to the Purchaser of the Purchased Assets.

ARTICLE 4 COVENANTS

4.1 Closing Date

- (1) The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing.
- (2) Each of the Parties shall, as promptly as possible, make, or cause to be made, all filings and submissions, as applicable, required under any Applicable Law to effect the Closing.

4.2 Interim Period

During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement, the Approval and Vesting Order or the Assignment Order, the Accurate Group shall, unless consented to by the Purchaser continue to maintain the Business and operations of the Accurate Group in substantially the same manner as conducted on the Effective Date and in compliance with Applicable Laws in all material respects.

4.3 Access During Interim Period

During the Interim Period, the Accurate Group shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business as the Purchaser reasonably deems necessary or desirable to further familiarize themselves with the Business. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and the Accurate Group's customers and contractual counterparties. Such investigations, inspections, surveys and tests shall be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and without undue interference with the Accurate Group's operations and the Accurate Group shall co-operate reasonably in facilitating such investigations,

inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

4.4 Assigned Contracts

- (1) Subject to Section 4.4(3), the Purchaser, with the Vendor's consent, will request any consents necessary to permit the assignment to the Purchaser of the Assigned Contracts. The Accurate Group will provide its reasonable cooperation to assist the Purchaser to obtain such consents, including providing financial and other information of the Accurate Group requested by the Purchaser or the counterparty to such Assigned Contract.
- (2) No later than four (4) Business Days prior to the date of the application for the Assignment Order, the Purchaser shall inform the Vendor of any Assigned Contract which the Purchaser require to be assigned pursuant to Section 11.3 of the CCAA and on or before Closing the Vendor shall obtain an order of the Court assigning such Assigned Contracts to the Purchaser (the "**Assignment Order**").
- (3) The Purchaser will be responsible for all Cure Costs (if such Cure Costs exist) in respect of any Assigned Contracts.
- (4) Nothing in this Agreement will constitute an agreement to assign or an attempted assignment of any non-assignable rights or any Contracts for which any requisite consent or approval has not been obtained or which as a matter of Applicable Law or by its terms is not assignable or not assignable pursuant to Section 11.3 of the CCAA. In the event that an Assigned Contract cannot be assigned the Parties agree that there shall be no adjustment to the Purchase Price.

4.5 Insurance Matters

Until Closing, the Accurate Group shall keep in full force and effect all existing insurance policies and give any notice or present any claim under any such insurance policies consistent with past practice of the Accurate Group in the ordinary course of business.

ARTICLE 5 CLOSING ARRANGEMENTS

5.1 Closing

Closing shall take place on the Closing Date effective as of the Closing Time electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format.

5.2 Vendor Closing Deliveries

At or before the Closing Time, the Vendor shall deliver or cause to be delivered to the Purchaser the following:

- (1) a true copy of the Approval and Vesting Order and, if applicable, the Assignment Order, each as issued and entered by the Court;
- (2) the Assumption Agreement, duly executed by the Vendor; and

- (3) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably. The Purchaser shall be responsible for preparing any and all conveyance materials not otherwise specifically set out in this Section 5.2.

5.3 Purchaser's Closing Deliveries

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor (or First West Capital and Sallyport in the context of the Additional Consideration), the following:

- (1) the Assumption Agreement, duly executed by the Purchaser;
- (2) the Cash at Close Purchase Price;
- (3) the Cure Cost amount, if any, in cash;
- (4) the Additional Consideration from the Principals;
- (5) the Transferring Employee List;
- (6) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by it prior to the Closing Time; and
- (7) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

5.4 Transferring Employees

At least five (5) Business Days prior to the Closing Date, the Purchaser shall provide the Vendor with a list (the "**Transferring Employee List**") of employees of the Accurate Group that the Purchaser will employ following Closing (as applicable, the "**Transferring Employees**"). The Accurate Group shall terminate all Transferring Employees effective as of the Closing Date and the Purchaser shall offer employment to each Transferring Employee effective from and after Closing on the following terms and conditions: (a) to employees who were part of a bargaining unit in respect of which a Collective Agreement is in force, or has expired, the terms and conditions provided for in such Collective Agreement, or expired Collective Agreement if such terms and conditions remain in effect by operation of law, subject to any amendments or alterations to the terms of the Collective Agreement to which the bargaining agent under the agreement or expired agreement consents; and (b) to all other employees, on terms and conditions that are, in the aggregate, no less favourable than the terms and conditions on which such employees are employed by the Accurate Group immediately before the Closing Date.

As a condition of the Agreement and to the benefit of the Accurate Group, the Purchaser agrees to extend offers of employment to a minimum of Eighty Five Percent (85%) of the active employees at the time that the Transferring Employee List is provided (being at least five (5) Business Days prior to the Closing Date). Furthermore, and to the benefit of the Accurate Group, the Purchaser will assume all vacation accruals of the Transferring Employees who accept the offer of employment.

5.5 Personal Information Privacy

The Purchaser shall at all times comply with all Applicable Laws governing the protection of personal information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor or the Accurate Group under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Business as contemplated in this Agreement and completing the transactions contemplated in this Agreement. The Purchaser shall safeguard all Personal Information collected from the Vendor or the Accurate Group in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of the Personal Information or any excerpts thereof or in any way re-create the substance or contents of the Personal Information if the purchase of the Purchased Assets is not completed for any reason and shall return all Personal Information to the Vendor or the Accurate Group or destroy such Personal Information at the Vendor or the Accurate Group's request.

ARTICLE 6 CONDITIONS OF CLOSING

6.1 Mutual Conditions of Closing

The obligation of the Parties to complete the Transaction is subject to the following joint conditions being satisfied, fulfilled or performed on or prior to the Closing Date:

- (1) Approval and Vesting Order. The Court shall have pronounced the Approval and Vesting Order, which Approval and Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably;
- (2) Assignment Order. If applicable, Court shall have pronounced the Assignment Order, which Assignment Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably;
- (3) No Order. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise in effect that restrains or prohibits the completion of the Transaction;
- (4) Assumption Agreement. The Purchaser and the Vendor shall have entered into the Assumption Agreement, in form and substance acceptable to the Parties;
- (5) No Restraint. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement; and
- (6) Monitor's Certificate. The Monitor shall have provided an executed certificate of the Monitor substantially in the form attached to the Approval and Vesting Order (the "**Monitor's Certificate**") confirming that all other conditions to Closing have either been satisfied or waived by both the Purchaser and the Vendor.

The foregoing conditions are for the mutual benefit of the Parties. If any condition set out in this Section 6.1 is not satisfied, performed or mutually waived on or prior to the Closing Date, any Party may elect on written notice to the other Parties to terminate this Agreement.

6.2 Purchaser's Conditions of Closing

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (1) Vendor's Deliverables. The Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 5.2;
- (2) Releases. The Principals shall have received full and final releases, in form and substance satisfactory to them and the Purchaser, releasing each of the Principals from any guarantees granted by them in connection with the indebtedness owing by the Accurate Group to each of TD Bank, First West Capital and Sallyport;
- (3) No Breach of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement, each of the representations and warranties contained in Section 7.1 shall be true and correct in all material respects: (a) as of the Closing Date as if made on and as of such date; or (b) if made as of a date specified therein, as of such date; and
- (4) No Breach of Covenants. The Vendor shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by the Vendor on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 6.2 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in this Section 6.2 is not satisfied or performed by the Closing Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

6.3 Vendor's Conditions of Closing

The obligation of the Vendor to complete the Transaction is subject to the following conditions being satisfied, fulfilled, or performed on or prior to the Closing Date:

- (1) Purchaser's Deliverables. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and payments contemplated in Section 5.3;
- (2) No Breach of Representations and Warranties. Each of the representations and warranties contained in Section 7.2 shall be true and correct in all material respects (a) as of the Closing Date as if made on and as of such date, or (b) if made as of a date specified therein, as of such date; and
- (3) No Breach of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 6.3 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the

Vendor only if made in writing. If any condition set forth in this Section 6.3 is not satisfied or performed by the Closing Date, the Vendor may elect on written notice to the Purchaser to terminate the Agreement.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (1) Incorporation and Status. The companies comprising the Accurate Group are incorporated or otherwise formed and existing under the laws of the applicable jurisdiction, are in good standing under such act and, subject to receipt of the Approval and Vesting Order and, if applicable, the Assignment Order, the Vendor has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (2) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Vesting Order and, if applicable, the Assignment Order in respect of the matters to be approved therein, performance by the Vendor of this Agreement has been authorized by the Court.
- (3) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Vesting Order and, if applicable, the Assignment Order.
- (4) Residency. The companies comprising the Accurate Group are not non-residents of Canada for purposes of the Income Tax Act, as applicable.
- (5) No Other Agreements to Purchase. Except for the Purchaser's rights under this Agreement, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendor of any of the Purchased Assets.

7.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to and in favour of the Vendor as of the date hereof and as of the Closing Time, and acknowledges that, the Vendor is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (1) Incorporation and Status. The Purchaser will be one or more corporations incorporated and existing under the Province of Manitoba and/or the federal laws of Canada and, as of Closing, will be in good standing under such incorporating legislation and will have the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (2) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (3) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement do not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or

allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser.

- (4) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Vesting Order and, if applicable, the Assignment Order.
- (5) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (6) Funding Available. The Purchaser has available sufficient funding to enable the Purchaser to consummate the purchase of the Purchased Assets and assumption of the Assumed Liabilities on the terms set forth herein and otherwise to perform all of the Purchaser's obligations under this Agreement.
- (7) Excise Tax Act. The Purchaser will be registered under Part IX of the *Excise Tax Act* (Canada) at Closing.
- (8) Residency. The Purchaser is not a non resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).
- (9) No Sanctions. None of the Purchaser, any of its subsidiaries or, to the knowledge of the Purchaser, any director, officer, agent, employee, Affiliate or representative of the Purchaser or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, an individual or entity (a "**Sanctioned Person**") currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, "**Sanctions**"). None of the Purchaser or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Purchaser's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person. The Purchaser has procedures and policies in place designed to ensure compliance with Sanctions.

7.3 "As is, Where is"

(1) The Purchaser acknowledges and agrees that it is purchasing the Purchased Assets, and assuming the Assumed Liabilities, on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets (including a review of title), Assumed Liabilities and all other relevant matters and has determined to proceed with the Transaction contemplated herein and will accept the same at the Closing Time in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.

(2) Except as otherwise expressly provided in Section 7.1, no representation, warranty or condition whether statutory (including under *The Sale of Goods Act* (Manitoba), *The International Sale of Goods Act* (Manitoba), the *International Sale of Goods Contracts Convention Act* (Canada) or any other Canadian (whether federal, provincial, territorial or municipal) or international act which may be applicable to the subject matter pursuant to the provisions of this Agreement, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods), or express or implied, oral or written, legal, equitable, conventional, collateral, arising by custom or usage of trade, or otherwise is or will be given by

the Vendor or the Accurate Group including as to title, outstanding liens or encumbrances, description, fitness for purpose, merchantability, merchantable quality, quantity, condition (including physical and environmental condition), suitability, durability, assignability, or marketability thereof or any other matter or thing whatsoever, and all of the same are expressly excluded and disclaimed and any rights pursuant to such statutes have been waived by the Purchaser. The Purchaser acknowledges and agrees that it has relied entirely and solely on its own investigations as to the matters set out above and in determining to purchase the Purchased Assets and assume the Assumed Liabilities pursuant to this Agreement.

(3) The description of the Purchased Assets and Assumed Liabilities contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm the existence of any such items or that any such item is owned by the Accurate Group. Except as otherwise explicitly set forth in Section 7.1 no representation, warranty or condition has been given by the Vendor or the Accurate Group concerning the completeness or accuracy of such descriptions and the Purchaser acknowledges and agrees that any other representation, warranty, statements of any kind or nature, express or implied, (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Accurate Group or the quality, quantity or condition of the Purchased Assets or Assumed Liabilities) are specifically disclaimed by the Vendor.

(4) Any documents, materials and information provided by the Vendor or the Accurate Group to the Purchaser with respect to the Purchased Assets or Assumed Liabilities (including any confidential information memorandums, management presentations, or material made available in the electronic data room) have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendor and/or Accurate Group have not made and are not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Vendor and/or the Accurate Group and their respective Affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information. The Purchaser further acknowledges that the use of the documents may not be possible without the Purchaser obtaining reliance or other assurances from the author of such documents directly and further that the documents may be subject to copyright or other property rights which may preclude their use by the Purchaser in whole or in part.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated prior to the Closing Date:

(1) by the Vendor upon written notice to the Purchaser if: (a) the Closing has not occurred by the Outside Date directly as a result of a breach of this Agreement or by Purchaser; or (b) the Purchaser has breached its obligations under this Agreement and has not cured such breach within five (5) Business Days of receiving notice thereof from Vendor; provided in each case that the failure to close, as applicable, is not caused by a breach of this Agreement by Vendor; or

(2) by the Purchaser upon written notice to the Vendor if: (a) the Closing has not occurred by the Outside Date; or (b) the Vendor has breached its obligations under this Agreement and has not cured such breach within five (5) Business Days of receiving notice thereof from Purchaser; provided in each case that the failure to close, as applicable, is not caused by a breach of this Agreement by Purchaser.

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder; except for the provisions of Section 9.1 (Purchaser Indemnity), Section 10.3 (Public Announcements) and Section 10.9 (Governing Law) which shall survive such termination.

ARTICLE 9 INDEMNITY

9.1 Purchaser Indemnity.

The Purchaser hereby indemnifies the Vendor (including each member of the Accurate Group) and saves them fully harmless against, and will reimburse or compensate them for, any Liabilities arising from, in connection with or related in any manner whatsoever to:

- (1) the inaccuracy of the Purchaser's representations or warranties, or breach of its covenants in this Agreement;
- (2) any transfer Taxes (including penalties and interest) which may be assessed against the Accurate Group, including, notwithstanding anything to the contrary in this Agreement, any Taxes which may be assessed against any of the Accurate Group in the event that any elections made pursuant to Sections 3.5 or 3.6 is challenged by the relevant Tax authority as being inapplicable to the transactions under this Agreement, or as a result of the Purchaser's failure to file such elections within the prescribed time;
- (3) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities.

ARTICLE 10 GENERAL

10.1 Access to Books and Records

For a period of two (2) years from the Closing Date or for such longer period as may be reasonably required for the Vendor (or any trustee in bankruptcy of the estate of the Accurate Group) to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser is not responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Accurate Group, including the Monitor) has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

10.2 Notice

Any notice or other communication under this Agreement shall be in writing and may be delivered by read-receipted email, addressed:

- (1) in the case of the Purchaser, as follows:

Mr. Stephen Segal

E: ssegal@g8group.ca

with a copy (which shall not constitute notice) to:

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto Ontario M5H 0B4
Attention: Shayne Kukulowicz
Email: skukulowicz@cassels.com

- (2) in the case of the Vendor, as follows:

c/o Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: John R. Fritz
Email: jofritz@deloitte.ca

with a copy (which shall not constitute notice) to:

McDougall Gauley LLP
500 – 616 Main Street
Saskatoon, Saskatchewan S7H 0J6
Attention: Ian Sutherland / Craig Frith
Email: isutherland@mcdougallgauley.com / cfrith@mcdougallgauley.com

- (3) in each case, with a further copy to the Monitor as follows:

Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB R3C 3Z3
Attention: John R. Fritz
Email: jofritz@deloitte.ca

with a copy (which shall not constitute notice) to:

McDougall Gauley LLP
500 – 616 Main Street
Saskatoon, Saskatchewan S7H 0J6
Attention: Ian Sutherland / Craig Frith
Email: isutherland@mcdougallgauley.com / cfrith@mcdougallgauley.com

Any such notice or other communication, if transmitted by email before 5:00 p.m. (Winnipeg time) on a Business Day, will be deemed to have been given on such Business Day, and if transmitted by email after 5:00 p.m. (Winnipeg time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. In the case of a communication by email or other electronic means, if an autoreply is received indicating that the email is no longer monitored or in use, delivery must be followed by the dispatch of a copy of such communication pursuant to one of the other methods described above; provided however that any communication originally delivered by electronic means shall be deemed to have been given on the date stipulated above for electronic delivery.

Sending a copy of a notice or other communication to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice or other communication to that

Party. The failure to send a copy of a notice or other communication to legal counsel does not invalidate delivery of that notice or other communication to a Party. A Person may change its address for service by notice given in accordance with the foregoing and any subsequent communication must be sent to such Person at its changed address.

10.3 Public Announcements

The Vendor shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than any information which the Purchaser advises the Vendor in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings at: <https://www.insolvencies.deloitte.ca/en-ca/pages/AccurateGroup>. Other than as provided in the preceding sentence or statements made in Court (or in pleadings filed therein) or where required to meet timely disclosure obligations of the Vendor, the Accurate Group or any of its Affiliates under Applicable Laws or stock exchange rules, neither the Vendor, the Accurate Group nor the Purchaser shall issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the other Party, which shall not be unreasonably withheld or delayed.

10.4 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

10.5 Survival

All representations, warranties and covenants of Vendor contained in this Agreement shall merge and terminate on Closing. Notwithstanding the foregoing, the representations, warranties and covenants of the Purchaser contained herein shall not merge on Closing and shall survive and remain in full force and effect.

10.6 Benefit of Agreement

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

10.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Vendor and the Purchaser.

10.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with this Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

10.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein and each of the Parties irrevocably attorn to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Manitoba therefrom.

10.10 Assignment

This Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, in whole or in part, without the prior written consent of the Vendor, provided that: (a) such assignee is a related party of the Purchaser or is incorporated for the purposes of this Agreement; (b) the Purchaser provides prior notice of such assignment to the Vendor; and (c) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; provided, however, that any such assignment shall not relieve the Purchaser of its obligations hereunder; and the Purchaser may assign the benefits of this Agreement to a lender or lenders as security for obligations owed to it or them, all without the consent of (but upon notice to) the Vendor.

10.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

10.13 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

10.14 Monitor's Certificate

The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from both Parties (or the applicable Party's counsel) that all conditions of Closing in favour of such Party have been satisfied or waived, and the Monitor shall have no Liability to the Parties in connection therewith. The Parties further acknowledge and agree that upon written confirmation from both Parties that all conditions of Closing in favour of such Party have been satisfied or waived, the Monitor may deliver the executed Monitor's Certificate to the Purchaser's counsel in escrow, with the sole condition of its release from escrow being the Monitor's written confirmation that all such funds have been received, the Monitor's Certificate will be released from escrow to the Purchaser, and the Closing shall be deemed to have occurred.

10.15 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA or any order of the Court in this CCAA Proceedings, the Purchaser acknowledges and agrees that the Monitor, acting in its capacity as Monitor and not in its corporate or personal capacity, will have no Liability to the Purchaser in connection with this Agreement or the Transaction contemplated herein.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.


**STEPHEN SEGAL, in trust for a corporation
or corporations to be formed**




STEPHEN SEGAL, personally



BRANT ENDERLE, personally



TIM MORRIS, personally



DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of POLAR WINDOW OF CANADA LTD. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of ACCURATE DORWIN (2020) INC. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of GLASS 8 INC., NATIONAL INTERIORS (2021) INC. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of 12986647 CANADA LTD. o/a ALLSCO WINDOWS & DOORS and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of 12986647 CANADA LTD. o/a ALLSCO WINDOWS & DOORS and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of 12986591 CANADA LTD. o/a ALL WEATHER WINDOWS & DOORS and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of POLAR HOLDING LTD. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of 10064720 MANITOBA LTD. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

DELOITTE RESTRUCTURING INC., in its capacity as court-appointed monitor for and on behalf of 12986914 CANADA LTD. and not in its personal or corporate capacity

By: _____

Name:

Title:

I have authority to bind the Corporation.

SCHEDULE "A-1"

PURCHASED ASSETS

The Purchased Assets as defined in Section 1.1 of the APA, include:

1. All inventories of stock-in-trade and merchandise, including materials, supplies, work-in-progress, finished goods, tooling, service parts and purchased finished goods related to the Business (including those in possession of suppliers, customers and other third parties).
2. All rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers or others in connection with the Purchased Assets and Assigned Contracts.
3. All available intangible property related to the Business as detailed below
4. All prepayments, prepaid charges, deposits, sums and fees related to the Business or held in respect of the Purchased Assets or Assigned Contracts (but not those related to the Excluded Assets or Excluded Contracts).
5. All goodwill of the Accurate Group related to the Business.
6. All proceeds of any or all of the foregoing received or receivable after the Closing Date.
7. All assets below even if included in the points above:

The Purchaser is also purchasing the Accurate Group's right, title and interest, if any, in all of the tangible assets of the Business as provided in the data room as of ●, specifically being

- All Accounts Receivable (approximately \$6.425M)
- Without limiting the foregoing, all rights and claims of the Accurate Group in respect of the Sallyport factored receivables and the Sallyport factoring agreements
- All inventory including (approximately \$8.097M)
 - Raw materials
 - Purchased parts and components
 - Work in progress (WIP)
 - Finished goods
- All fixed assets (Approximately \$1.091M)
 - Leasehold improvements relating to Assigned Contracts only (where possible)
 - Parking (where possible)
 - Computer equipment
 - Sign (where possible)
 - Machinery and equipment
 - Automotive equipment
 - Forklift(s)
- Any and all fiberglass, aluminum, PVC profile dies and/or designs that are owned by the Accurate Group
- Prepaid expenses (if any) that can be reasonably assumed or purchased related to the Purchased Assets or Assigned Contracts.

The Purchaser is also purchasing the Accurate Group's **available** right, title and interest, if any, in the intangible assets of the Business that can be assigned, specifically being:

- All patents, copyrights and trademarks
- The specific brand names "Polar Windows", "Accurate Dorwin", "Glass 8", "National Interiors", "Allsco" and "Alweather", "Glass 8 Group"
- Computer systems (where possible)
- Websites specific to "Polar Windows". "Accurate Dorwin", "Glass 8", "National Interiors", "Allsco" and "Alweather"
- Research
- Proprietary knowledge

SCHEDULE "A-2"

EXCLUDED ASSETS

1. All minute books and other corporate records of the Accurate Group, and any Books and Records that the Accurate Group is required by Applicable Law to retain in its possession.
2. The rights of the Accurate Group under this Agreement or any other agreement, certificate or instrument executed and delivered pursuant to this Agreement.
3. All, bills, trade accounts, book debts and insurance claims related to the Business, together with any unpaid interest accrued on such items and any security or collateral for such items, including recoverable deposits.
4. Leasehold improvements relating to Excluded Contracts.
5. All prepayments, prepaid charges, deposits, sums and fees related to the Business in respect of the Excluded Contracts.
6. All cash, cash equivalents and short-term investments and any amounts held in escrow.
7. All bank accounts of the Accurate Group.
8. All rights to receive a refund of and/or credit in respect of, Taxes paid by or on behalf of the Accurate Group.
9. All Tax Returns of the Accurate Group.
10. All Tax instalments paid by or on behalf of the Accurate Group.
11. Any deposits previously received by the Accurate Group in relation to a customer Contract.
12. All causes of action of the Accurate Group which arise from loss, damage or facts occurring prior to Closing and any insurance proceeds or claims payable for losses or damages incurred prior to Closing, other than insurance proceeds or rights thereto assigned to the Purchaser. ^[L]_[SEP] Without limiting the foregoing, the Accurate Group's rights, if any, in respect of the Statement of Claim(s) as outlined below:

National Interiors (2021) Inc. et al. v. 7252359 Manitoba Ltd. et al. - King's Bench
File No. CI 23-01-39039 (the "**Existing Claim**")

SCHEDULE "B"
PERMITTED ENCUMBRANCES

SCHEDULE "C"

ASSIGNED CONTRACTS

The following Contracts pertaining to the Business will be assigned to the Purchaser:

- Polar Window of Canada Ltd.
 - Specific customer Contracts with the list to be provided to the Vendor no later than four (4) Business Days prior to the date that is the earlier of (i) the application for the Assignment Order or (ii) Closing.
 - Ten (10) Salesforce licences and/or rights to the Salesforce data
- Accurate Dorwin (2020) Inc.
 - All current customer Contracts
 - All supplier Contracts
- Glass 8 Inc.
 - All current customer Contracts
 - All supplier Contracts
- National Interiors (2021) Inc.
- Specific customer Contracts with the list to be provided to the Vendor no later than four (4) Business Days prior to the date that is the earlier of (i) the application for the Assignment Order or (ii) Closing
- Allsco Windows and Doors
 - All current customer Contracts
 - All supplier Contracts
- Alweather Windows and Doors
 - All current customer Contracts
 - All supplier Contracts

SCHEDULE "D"

ASSUMED LIABILITIES

The Purchaser is assuming the Liability associated with approximately \$1,828,618 (as at April 2023) in customer deposits for Alweather Windows and Doors and is responsible for the fulfilment of the associated customer Contracts.

The Purchaser is assuming all warranty Liabilities in relation to the Assigned Contracts (including warranty Liabilities arising prior to and after Closing).

The Purchaser is assuming the existing Sallyport factoring arrangements.

The Purchaser will assume the following personal property existing leases:

- Polar Window of Canada Ltd.
 - None
- Accurate Dorwin (2020) Inc.
 - All personal property leases as noted in the data room
- Glass 8 Inc.
 - All personal property leases as noted in the data room
- National Interiors (2021) Inc.
 - 2020 Ford F150
 - NTI Forklift Lease 2019
- Allsco Windows and Doors
 - All personal leases as noted in the data room
- Alweather Windows and Doors
 - All personal property leases as noted in the data room (if any)

The Purchaser will assume the following real property leases:

- Polar Window of Canada Ltd.
 - None
- Accurate Dorwin (2020) Inc.
 - 1535 Seel – Accurate Dorwin dated 2020 – exp Aug 31, 2025 and amendments
- Glass 8 Inc.
 - None
- National Interiors (2021) Inc.
 - None
- Allsco Windows and Doors
 - Rideout Lease and Rent Agreement
 - Edinburgh Lease
- Alweather Windows and Doors
 - Amherst Lease
 - Berwick Lease
 - Bridgewater Lease
 - Charlottetown Lease
 - Dartmouth Lease

- Truro Lease

SCHEDULE "E"

EXCLUDED CONTRACTS

The following Contracts pertaining to the Business will **NOT** be assigned to the Purchaser:

- Polar Window of Canada Ltd.
 - All customer Contracts
 - Any Salesforce Contract over 10 licences
- Accurate Dorwin (2020) Inc.
 - None
- Glass 8 Inc.
 - None
- National Interiors (2021) Inc.
 - All customer Contracts
- Allsco Windows and Doors
 - None
- Alweather Windows and Doors
 - None

The Purchaser will **NOT** assume the following personal property existing leases:

- Polar Window of Canada Ltd.
 - Polar Window Lease TA2553 Copier dated Aug 2022
 - Polar Window Maintenance Agreement TA2553 Copier dated Aug 2022
 - Any vehicle (including trucks and trailers)
 - Any leases pertaining to CWB National Leasing
 - Any leases pertaining to Maxim Transportation
 - Any leases pertaining to Ryder Truck
 - Any and all personal property leases not listed in Schedule "D"
- Accurate Dorwin (2020) Inc.
 - None
- Glass 8 Inc.
 - None
- National Interiors (2021) Inc.
 - 2019 Isuzu (Vickar)
 - 222001541726 (2021 GM Terrain)
 - Contract 222000819633 (2019 Sierra)
 - Any and all personal property leases not listed in Schedule "D"
- Allsco Windows and Doors
 - None
- Alweather Windows and Doors
 - None

The Purchaser will **NOT** assume the following real property leases:

- Polar Window of Canada Ltd.
 - PLW_Bannister
 - PLW 50th Street Edmonton location
- Accurate Dorwin (2020) Inc.
 - None
- Glass 8 Inc.
 - GL8 - Edmonton
- National Interiors (2021) Inc.
 - NTI Lease Extension and Amending Agreement Signed Aug 31, 2022
- Allsco Windows and Doors
 - None
- Alweather Windows and Doors
 - None

SCHEDULE "F"
EXCLUDED LIABILITIES

All Liabilities associated with the Excluded Assets and Excluded Contracts including, but not limited to:

- (1) The Purchaser is **NOT** assuming the customer Contracts and Liabilities associated with \$975,515 (as at April 2023) in customer deposits for Polar Window of Canada Ltd.. At the Purchaser's discretion, it may agree to assume and fulfill any or all of the unfilled Polar Window of Canada Ltd. customer Contracts and will provide a list of the desired Contracts to be Assigned Contracts no later than four (4) Business Days prior to the date that is the earlier of (a) the application for the Assignment Order or (b) Closing.
- (2) The Purchaser is **NOT** assuming the customer Contracts and Liabilities associated National Interiors (2021) Inc. At the Purchaser's discretion, it may agree to fulfill any or all of the unfilled National Interiors (2021) Inc. Contracts and will provide a list of the desired Contracts to be Assigned Contracts no later than four (4) Business Days prior to the date that is the earlier of (a) the application for the Assignment Order or (b) Closing.
- (3) The Purchaser is **NOT** assuming any existing or future claims that 7252359 Manitoba Ltd. et al. may claim against the Accurate Group and any and all such future liability (which may exist or comes into existence) (the "**Potential Counterclaim**")

The Purchaser is **NOT** assuming any warranty liability in relation to any Excluded Contracts or Excluded Assets.

SCHEDULE "G"
APPROVAL AND VESTING ORDER

See attached.

Appendix J – Corporate Registry Searches

File Summary

Registry No : 5602441
Entity Name : POLAR WINDOW OF CANADA LTD.

As of : 17-Jul-2023

Entity Name : POLAR WINDOW OF CANADA LTD.
Registry No : 5602441
Business No : 104257852MC0002
Current Status : Active

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 14-Dec-2007
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Jan-2024
Year of Last A/R - Renewal : 2022
Nature of Business : MISC SERVICES
NAICS Code : 81

Registered Office Address :

Address : MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :

Name : POLAR WINDOW OF CANADA LTD.
Address : MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1
Attention : STEVEN KOHN

Director Information :

Name : ENDERLE, BRANT
Address : 312 S. GAY STREET SUITE 200
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902

Name : MORRIS, TIM
Address : 1200 MOUNTAIN CREEK ROAD, SUITE 150
City/Province : CHATTANOOGA, TN
Country/Postal Code : UNITED STATES, 37505

Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2

Officer Information :

Name : ENDERLE, BRANT
Address : SUITE 200, 315 S. GAY STREET
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902
Position Held as Officer : TREASURER

Name : MORRIS, TIM

Address : 1200 MOUNTAIN CREEK ROAD SUITE 150
City/Province : CHATTANOOGA, TN
Country/Postal Code : UNITED STATES, 37505
Position Held as Officer : SECRETARY
Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2
Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : 7478004 MANITOBA LTD.
Class Name : COM A
Shares Held : 100.00

Share Structure :

Class	Authorized Number
COM A	UNLIMITED
COM B	UNLIMITED
COM C	UNLIMITED
COM D	UNLIMITED
COM E	UNLIMITED
COM F	UNLIMITED

Shares are distributed to the public : No

Corporations involved to form Amalgamation :

Registry No : 407992
Entity Name : 40799 MANITOBA LTD
Registry No : 489426
Entity Name : WOKOMIS INDUSTRIES INC.
Registry No : 543047
Entity Name : POLAR WINDOW OF CANADA LTD
Registry No : 3404129
Entity Name : 3404129 MANITOBA LTD.
Registry No : 3404145
Entity Name : 3404145 MANITOBA LTD.
Registry No : 5583200
Entity Name : POLAR ACQUISITION COMPANY LTD.

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	03-Feb-2018	2017
ANNUAL RETURN (Filed on the Web)	02-Jan-2019	2018
ANNUAL RETURN (Filed on the Web)	04-Jan-2020	2019
ANNUAL RETURN (Filed on the Web)	04-Jan-2021	2020
COMPLIANCE STATUS - DEFAULT	22-Feb-2022	
COMPLIANCE STATUS - NOTICE	03-Jan-2023	
ANNUAL RETURN (Filed on the Web)	31-Jan-2023	2021
ANNUAL RETURN (Filed on the Web)	31-Jan-2023	2022

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

File Summary

Registry No : 10055115
Entity Name : ACCURATE DORWIN (2020) INC.

As of : 17-Jul-2023

Entity Name : ACCURATE DORWIN (2020) INC.
Registry No : 10055115
Business No : 748528270MC0001
Current Status : Active (New Name)

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 05-Feb-2020
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Mar-2024
Year of Last A/R - Renewal : 2023
Nature of Business : MANUFACTURING, MARKETING AND DISTRIBUTING WINDOWS AND DOORS - C
COMMERCIAL AND PERSONAL
NAICS Code : 416

Registered Office Address :

Effective date, if changing address : 05-Feb-2020
Address : 30TH FLOOR, 360 MAIN STREET, MLT AIKINS LLP
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :

Name :
Address : MLT AIKINS LLP, 30TH FLOOR, 360 MAIN STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1
Attention : NANCY SMITH

Director Information :

Name : ENDERLE, BRANT
Address : SUITE 200, 312 S. GAY STREET
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902
Name : MORRIS, TIM
Address : 10 EAST SCRANTON AVENUE, SUITE 304
City/Province : LAKE BLUFF, IL
Country/Postal Code : UNITED STATES, 60044
Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2

Officer Information :

Name : ENDERLE, BRANT
Address : SUITE 200, 312 S. GAY STREET
City/Province : KNOXVILLE, TX
Country/Postal Code : UNITED STATES, 37902

Position Held as Officer : TREASURER
Name : MORRIS, TIM
Address : 10 EAST SCRANTON AVENUE, SUITE 304
City/Province : LAKE BLUFF, IL
Country/Postal Code : UNITED STATES, 60044
Position Held as Officer : SECRETARY
Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2
Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : POLAR HOLDING LTD.
Class Name : CLASS A COMMON
Shares Held : 100.00

Share Structure :

Class	Authorized Number
CLASS A COMMON	UNLIMITED
CLASS A PREFERENCE	UNLIMITED
CLASS B COMMON	UNLIMITED
CLASS B PREFERENCE	UNLIMITED
CLASS C COMMON	UNLIMITED
CLASS C PREFERENCE	UNLIMITED
CLASS D COMMON	UNLIMITED
CLASS D PREFERENCE	UNLIMITED
CLASS E PREFERENCE	UNLIMITED
CLASS F PREFERENCE	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : 10055115 MANITOBA LTD.
Date of Change : 28-Feb-2020

Event History :

Event	Date :	Filing Year :
INCORPORATION (Filed on the Web)	05-Feb-2020	
HUB: ASSIGN BN	05-Feb-2020	
NAME CHANGE (Filed on the Web)	28-Feb-2020	
ANNUAL RETURN (Filed on the Web)	29-Mar-2021	2021
COMPLIANCE STATUS - DEFAULT	19-Apr-2022	
COMPLIANCE STATUS - NOTICE	13-Feb-2023	
ANNUAL RETURN (Filed on the Web)	15-Jun-2023	2022
ANNUAL RETURN (Filed on the Web)	15-Jun-2023	2023

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2023-07-17 4:44 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
--	--------------------	--

CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
Corporate name	Dénomination	
	GLASS 8 INC.	
Corporation number	938945-8	Numéro de société ou d'organisation
Business number	797635695RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	<i>Canada Business Corporations Act (CBCA) - 2015-11-09</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2015-11-09</i>	
Status	Statut	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	Care of./Aux soins de : MLT AIKINS LLP 30th Floor, 360 Main Street Winnipeg MB R3C 4G1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS		
Anniversary date (MM-DD)	11-09	(MM-JJ) Date anniversaire	
Filing period (MM-DD)	11-09 to/au 01-08	(MM-JJ) Période de dépôt	
Status of annual filings	Statut des dépôts annuels		
	Not due	2023	N'est pas dû
	Filed	2022	Déposé
	Filed	2021	Déposé
Date of last annual meeting (YYYY-MM-DD)	2018-12-31	(AAAA-MM-JJ) Date de la dernière assemblée annuelle	
Type	Type		
	Non-distributing corporation with 50 or fewer shareholders		
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins		

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	20	Nombre maximal
Current number	3	Nombre actuel
BRANT ENDERLE	300 STATE STREET, APT 450, KNOXVILLE TN 37902, United States	
STEPHEN SEGAL	672 kimberley avenue, Winnipeg MB R2K 0Y2, Canada	
Tim Morris	321 WINCHESTER CT, LAKE BLUFF IL 60044, United States	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2015-11-09 to present / à maintenant	GLASS 8 INC.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2015-11-09	Certificat de constitution en société
Certificate of Amendment	2020-07-22	Certificat de modification
Amendment details:		Renseignements concernant les modifications aux statuts :
Province or Territory of Registered Office		Province ou territoire du siège social
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.		Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

<p>The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.</p>	<p>Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.</p>
--	---

File Summary

Registry No : 10091246
Entity Name : National Interiors (2021) Inc.

As of : 17-Jul-2023

Entity Name : National Interiors (2021) Inc.
Registry No : 10091246
Business No : 774872345MC0001
Current Status : DEFAULT

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 10-Mar-2021
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 30-Apr-2023
Year of Last A/R - Renewal : 2022

Nature of Business : MANUFACTURING, MARKETING AND DISTRIBUTING FLOORING AND WINDOW COVERINGS FOR COMMERCIAL AND RESIDENTIAL PROPERTIES.
NAICS Code : 41432

Registered Office Address :

Address : 30TH FLOOR, 360 MAIN STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :

Name : MLT AIKINS LLP
Address : 30TH FLOOR, 360 MAIN STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1
Attention : NANCY SMITH

Director Information :

Name : ENDERLE, BRANT
Address : SUITE 200, 312 S. GAY STREET
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902

Name : MORRIS, TIM
Address : 10 EAST SCRANTON AVENUE, SUITE 304
City/Province : LAKE BLUFF,, IL
Country/Postal Code : UNITED STATES, 60044

Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : POLAR HOLDING LTD
Class Name : CLASS A COMMON
Shares Held : 100.00

Share Structure :

Class	Authorized Number
CLASS A COMMON	UNLIMITED
CLASS A PREFERENCE	UNLIMITED
CLASS B COMMON	UNLIMITED
CLASS B PREFERENCE	UNLIMITED
CLASS C COMMON	UNLIMITED
CLASS C PREFERENCE	UNLIMITED
CLASS D COMMON	UNLIMITED
CLASS D PREFERENCE	UNLIMITED
CLASS E PREFERENCE	UNLIMITED
CLASS F PREFERENCE	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : 10091246 MANITOBA LTD.
Date of Change : 20-Jul-2021

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
INCORPORATION (Filed on the Web)	10-Mar-2021	
HUB: ASSIGN BN	10-Mar-2021	
NAME CHANGE (Filed on the Web)	20-Jul-2021	
COMPLIANCE STATUS - DEFAULT	24-May-2022	
ANNUAL RETURN (Filed on the Web)	09-Aug-2022	2022
COMPLIANCE STATUS - DEFAULT	23-May-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2023-07-17 4:43 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	12986647 Canada Ltd.	
Corporation number	1298664-7	Numéro de société ou d'organisation
Business number	761703149RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2021-05-04 Loi canadienne sur les sociétés par actions (LCSA) - 2021-05-04	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	Care of:/Aux soins de : Nancy Smith 360 MAIN STREET, 30TH FLOOR WINNIPEG MB R3C 4G1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	05-04	(MM-JJ) Date anniversaire
Filing period (MM-DD)	05-04 to/au 07-03	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Filed 2023	Déposé
	Filed 2022	Déposé
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Stephen Segal	672 Kimberly Avenue, Winnipeg MB R2K 0Y2, Canada	
Tim Morris	10 East Scranton Avenue, Suite 304, Lake Bluff IL 60044, United States	
Brant Enderle	Suite 200, 312 S. Gay Street, Knoxville TN 37902, United States	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2021-05-04 to present / à maintenant	12986647 Canada Ltd.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2021-05-04 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
--	---



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2023-07-17 4:45 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	12986591 Canada Ltd.	
Corporation number	1298659-1	Numéro de société ou d'organisation
Business number	761712546RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2021-05-04 Loi canadienne sur les sociétés par actions (LCSA) - 2021-05-04	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	Care of:/Aux soins de : Nancy Smith 30th Floor - 360 Main Street Winnipeg MB R3C 4G1 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	05-04	(MM-JJ) Date anniversaire
Filing period (MM-DD)	05-04 to/au 07-03	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Filed 2023 Déposé Filed 2022 Déposé	
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Brant Enderle Stephen Segal Tim Morris	Suite 200, 312 S. Gay Street, Knoxville TN 37902, United States 672 Kimberly Avenue, Winnipeg MB R2K 0Y2, Canada 10 East Scranton Avenue, Suite 304, Lake Bluff IL 60044, United States	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)		(AAAA-MM-JJ) Historique de la dénomination
2021-05-04 to present / à maintenant	12986591 Canada Ltd.	
Certificates issued (YYYY-MM-DD)		(AAAA-MM-JJ) Certificats émis
Certificate of Incorporation	2021-05-04 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)		(AAAA-MM-JJ) Documents déposés

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
--	---

File Summary

Registry No : 7478004
Entity Name : POLAR HOLDING LTD.

As of : 17-Jul-2023

Entity Name : POLAR HOLDING LTD.
Registry No : 7478004
Business No : 736988098MC0001
Current Status : Active

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 23-Dec-2016
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Jan-2024
Year of Last A/R - Renewal : 2022
Nature of Business : INVESTMENT AND/OR HOLDING COMPANY
NAICS Code : 551113

Registered Office Address :

Effective date, if changing address : 23-Dec-2016
Address : MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :

Name : POLAR HOLDING LTD
Address : MLT AIKINS LLP, 30TH FLOOR-360 MAIN ST
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1
Attention : STEVEN KOHN

Director Information :

Name : ENDERLE, BRANT
Address : 312 S. GAY STREET, SUITE 200
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902

Name : MORRIS, TIM
Address : 1200 MOUNTAIN CREEK ROAD, SUITE 150
City/Province : CHATTANOOGA, TN
Country/Postal Code : UNITED STATES, 37505

Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2

Officer Information :

Name : ENDERLE, BRANT
Address : 312 S GAY STREET, STE 200
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902
Position Held as Officer : TREASURER

Name : MORRIS, TIM
Address : 1200 MOUNTAIN CREEK ROAD, SUITE 150
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37505
Position Held as Officer : SECRETARY

Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2
Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : 7440783 MANITOBA LTD
Class Name : COM A
Shares Held : 100.00

Firm Name : POLAR HOLDING CANADA, LLC
Class Name : COM A
Shares Held : 200.00

Share Structure :

Class	Authorized Number
COM A	UNLIMITED
COM B	UNLIMITED
COM C	UNLIMITED
COM D	UNLIMITED
PREF A	UNLIMITED
PREF B	UNLIMITED

Shares are distributed to the public : No

Name History :

Previous Name : 7478004 MANITOBA LTD.
Date of Change : 13-Jan-2017

Event History :

<u>Event</u>	<u>Date :</u>	<u>Filing Year :</u>
FILINGS RECORDED IN THE PREVIOUS SYSTEM ARE NOT INCLUDED		
ANNUAL RETURN (Filed on the Web)	03-Feb-2018	2017
ANNUAL RETURN (Filed on the Web)	02-Jan-2019	2018
ANNUAL RETURN (Filed on the Web)	04-Jan-2020	2019
ANNUAL RETURN (Filed on the Web)	04-Jan-2021	2020
COMPLIANCE STATUS - DEFAULT	22-Feb-2022	
COMPLIANCE STATUS - NOTICE	03-Jan-2023	
ANNUAL RETURN (Filed on the Web)	23-Jan-2023	2021
ANNUAL RETURN (Filed on the Web)	23-Jan-2023	2022
CORRECTION	24-Jan-2023	

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.

File Summary

Registry No : 10064720
Entity Name : 10064720 MANITOBA LTD.

As of : 17-Jul-2023

Entity Name : 10064720 MANITOBA LTD.
Registry No : 10064720
Business No : 728948076MC0001
Current Status : Active

Entity Type : BUSINESS CORPORATION
Entity Sub Type : MB SHARE CORPORATION

Incorp/Amalg Date : 17-Jun-2020
Home Jurisdiction : MANITOBA
Annual Return/Renewal Date : 31-Jul-2023
Year of Last A/R - Renewal : 2022
Nature of Business : MISCELLANEOUS SERVICES
NAICS Code : 551113

Registered Office Address :
Address : 30TH FLOOR, 360 MAIN STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1

Mailing Address :
Name :
Address : MLT AIKINS LLP, 30TH FLOOR, 360 MAIN STREET
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3C 4G1
Attention : NADINE SYDOR

Director Information :

Date Became : 30-Jun-2021
Name : ENDERLE, BRANT
Address : 300 STATE STREET, APT 450
City/Province : KNOXVILLE, TN
Country/Postal Code : UNITED STATES, 37902

Date Became : 30-Jun-2021
Name : MORRIS, TIM
Address : 10 EAST SCRANTON AVENUE, SUITE 304
City/Province : LAKE BLUFF, IL
Country/Postal Code : UNITED STATES, 60044

Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2

Officer Information :
Name : SARRAINO, JOE
Address : 1535 STEEL AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R3T 1C6

Position Held as Officer : CHIEF FINANCIAL OFFICER
Name : SEGAL, STEPHEN
Address : 672 KIMBERLY AVENUE
City/Province : WINNIPEG, MB
Country/Postal Code : CANADA, R2K 0Y2
Position Held as Officer : PRESIDENT

Shareholders Information (holders of 10% or more of Issued Voting Shares) :

Firm Name : POLAR HOLDING LTD.
Class Name : CLASS A COMMON
Shares Held : 100.00

Share Structure :

Class	Authorized Number
CLASS A COMMON	UNLIMITED
CLASS A PREFERENCE	UNLIMITED
CLASS B COMMON	UNLIMITED
CLASS B PREFERENCE	UNLIMITED
CLASS C COMMON	UNLIMITED
CLASS C PREFERENCE	UNLIMITED
CLASS D COMMON	UNLIMITED
CLASS D PREFERENCE	UNLIMITED
CLASS E PREFERENCE	UNLIMITED
CLASS F PREFERENCE	UNLIMITED

Shares are distributed to the public : No

Event History :

Event	Date :	Filing Year :
INCORPORATION (Filed on the Web)	17-Jun-2020	
HUB: ASSIGN BN	17-Jun-2020	
COMPLIANCE STATUS - DEFAULT	23-Aug-2021	
CHANGE OF DIRECTORS/OFFICERS (Filed on the Web)	08-Sep-2021	
COMPLIANCE STATUS - DEFAULT	20-Sep-2021	
COMPLIANCE STATUS - NOTICE	20-Jun-2022	
ANNUAL RETURN (Filed on the Web)	09-Aug-2022	2021
ANNUAL RETURN (Filed on the Web)	09-Aug-2022	2022

The accuracy of this information is not guaranteed. In particular, it is possible that certain filings have been received which have not yet been updated onto the system. You should consult original documents or obtain appropriate certificates when you need to be certain of information.



Corporate Profile / Profil corporatif

Date and time of Corporate Profile (YYYY-MM-DD)	2023-07-17 4:47 PM	(AAAA-MM-JJ) Date et heure du Profil corporatif
---	--------------------	---

CORPORATE INFORMATION	RENSEIGNEMENTS CORPORATIFS	
Corporate name	Dénomination	
	12986914 Canada Ltd.	
Corporation number	1298691-4	Numéro de société ou d'organisation
Business number	760542860RC0001	Numéro d'entreprise
Governing legislation	Régime législatif	
	Canada Business Corporations Act (CBCA) - 2021-05-04 Loi canadienne sur les sociétés par actions (LCSA) - 2021-05-04	
Status	Statut	
	Active Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	Care of:/Aux soins de : Gardiner Roberts LLP Bay Adelaide Centre, East Tower, 22 Adelaide St W, Ste. 3600 Toronto ON M5H 4E3 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
Anniversary date (MM-DD)	05-04	(MM-JJ) Date anniversaire
Filing period (MM-DD)	05-04 to/au 07-03	(MM-JJ) Période de dépôt
Status of annual filings	Statut des dépôts annuels	
	Filed 2023	Déposé
	Filed 2022	Déposé
Date of last annual meeting (YYYY-MM-DD)	Not available / Pas disponible	(AAAA-MM-JJ) Date de la dernière assemblée annuelle
Type	Type	
	Non-distributing corporation with 50 or fewer shareholders Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	3	Nombre actuel
Tim Morris	10 East Scranton Avenue, Suite 304, Lake Bluff IL 60044, United States	
Brant Enderle	Suite 200, 312 S. Gay Street, Knoxville TN 37902, United States	
Stephen Segal	672 Kimberly Avenue, Winnipeg MB R2K 0Y2, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
Corporate name history (YYYY-MM-DD)	(AAAA-MM-JJ) Historique de la dénomination	
2021-05-04 to present / à maintenant	12986914 Canada Ltd.	
Certificates issued (YYYY-MM-DD)	(AAAA-MM-JJ) Certificats émis	
Certificate of Incorporation	2021-05-04 Certificat de constitution en société	
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
Documents filed (YYYY-MM-DD)	(AAAA-MM-JJ) Documents déposés	

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
--	---

Appendix K – Schedule of Estimated Guarantees

Personal Guarantee Grid

All Amounts Estimated

Lender	Notes	Segal	Enderle	Morris
The Toronto- Dominion Bank (National Interiors)		2,948,711	2,948,711	2,948,711
The Toronto- Dominion Bank (Glass 8)		2,659,337	2,659,337	2,659,337
The Toronto- Dominion Bank (Accurate Dorwin)		4,044,452	4,044,452	4,044,452
The Toronto- Dominion Bank (DIP Facility)		2,350,000	2,350,000	2,350,000
Sallyport Commercial Finance ULC	1	240,000	240,000	240,000
FWCU Capital Corp.		262,500	262,500	262,500
Business Development Bank of Canada		64,000	64,000	64,000
2M7 Financial Solutions		221,288	221,288	221,288
Merchant Opportunities Fund Limited Partnership (Allsco)		341,764	341,764	341,764
Merchant Opportunities Fund Limited Partnership (Glass 8)		161,875	161,875	161,875
9859870 Canada Inc. o/a Canacap (Allsco)		38,525	38,525	Unknown
9859870 Canada Inc. o/a Canacap (Polar Window)		103,954	103,954	Unknown
11302078 Canada Ltd. o/a Sheaves Capital (Alweather)		35,000	35,000	-
11302078 Canada Ltd. o/a Sheaves Capital (Polar Window)		65,342	65,342	-
Subtotal		13,536,748	13,536,748	13,293,927

(1) There is also a personal guarantee on the accounts receivable, but since the collectible amount exceeds the funded amount, the personal guarantee is unlikely to be called.

Other

Maxim Transportation Services Inc.		100,000	-	-
Western Surety Co.		15,000	15,000	15,000
Subtotal		115,000	15,000	15,000

Director Liability

Canada Revenue Agency (RP - Glass 8)		432,650	432,650	432,650
Canada Revenue Agency (GST - Alweather)		501,566	501,566	501,566
Canada Revenue Agency (GST - Allsco)		234,677	234,677	234,677
Canada Revenue Agency (GST - National Interiors)		875	875	875
Canada Revenue Agency (GST - Glass 8)		9,340	9,340	9,340
Canada Revenue Agency (GST - Polar Window)		36,876	36,876	36,876
Manitoba Finance (PST - National Interiors)		29,322	29,322	29,322
Manitoba Finance (PST - Glass 8)		10,172	10,172	10,172
Manitoba Finance (PST - Accurate Dorwin)		8,752	8,752	8,752
Manitoba Finance (PST - Polar Window)		8,575	8,575	8,575
Manitoba Finance (Health and Education Tax) (Glass 8)		86,916	86,916	86,916
Workers Compensation Board of Alberta (Polar Window)		5,694	5,694	5,694
Subtotal		1,365,415	1,365,415	1,365,415

Appendix L – Forecast to Actual Results for the Period March 20, 2023 to July 7, 2023

**Accurate Group of Companies
Cash Flow Projection - Consolidated
For the Week Ended**

	Actual 7 24-Mar-23	Actual 8 31-Mar-23	Forecast 8 31-Mar-23	Week 8 Variance	Week 9 7-Apr-23	Forecast 9 7-Apr-23	Week 9 Variance	Week 10 14-Apr-23	Forecast 10 14-Apr-23	Week 10 Variance	Week 11 21-Apr-23	Forecast 11 21-Apr-23	Week 11 Variance
Consolidated													
Receipts													
Accounts Receivable	792,477	806,983	788,055	18,929	597,478	391,753	205,725	851,183	1,407,173	(555,990)	834,734	960,811	(126,077)
Debtor in Possession (DIP) Advance / Temporary Bulge	-	-	-	-	-	-	-	850,000	-	850,000	-	-	-
Deposits	52,186	26,220	20,261	5,960	54,469	16,000	38,469	68,844	50,000	18,844	26,973	50,000	(23,027)
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	294,716	210,039	210,039	-	161,720	-	161,720	364,207	-	364,207	353,656	65,000	288,656
Transfer (to) / from USD	(60,470)	26,502	26,502	-	-	-	-	(94,166)	-	(94,166)	93,131	-	93,131
Total Receipts	1,078,909	1,069,744	1,044,856	24,888	813,666	407,753	405,914	2,040,068	1,457,173	582,895	1,308,495	1,075,811	232,684
Disbursements													
Accounts Payable (Vendors) and Misc. Payments	315,514	352,818	394,211	(41,393)	349,790	361,749	(11,959)	613,857	511,372	102,485	802,305	278,833	523,471
Benefits / WCB / DC Pension / Union Dues	6,041	10,774	10,774	-	6,375	3,712	2,663	45,455	61,814	(16,360)	1,815	-	1,815
GST / HST Remittances	16,426	82,732	116,617	(33,885)	23,880	12,497	11,383	-	153,066	(153,066)	9,900	33,500	(23,600)
Insurance	-	7,190	7,190	-	2,328	2,328	-	-	7,190	(7,190)	7,439	4,901	2,538
Interest	-	8,547	15,000	(6,453)	-	-	-	-	-	-	-	-	-
Lease Payments	2,578	5,239	5,239	-	9,537	10,791	(1,254)	6,725	3,836	2,888	10,936	15,894	(4,958)
Payroll / Source Deductions / Commissions	403,704	220,097	235,961	(15,864)	365,472	383,300	(17,828)	344,111	322,487	21,623	343,825	416,300	(72,475)
Rent / Property Taxes	36,128	60,860	60,860	-	61,213	88,071	(26,858)	-	-	-	10,671	-	10,671
Transfers to Other Entities	294,716	210,039	210,039	-	161,720	-	161,720	364,207	-	364,207	353,656	65,000	288,656
Utilities	-	6,278	13,365	(7,087)	9,480	21,499	(12,019)	2,344	4,000	(1,656)	310	9,000	(8,690)
Visa (Credit Card) / Loan	1,903	267	11,825	(11,558)	688	15,070	(14,382)	397	-	397	2,132	500	1,632
Total Disbursements	1,077,010	964,840	1,081,081	(116,241)	990,483	899,019	91,464	1,377,095	1,063,765	313,330	1,542,988	823,929	719,059
Net Cash Inflows / (Outflows)	1,898	104,904	(36,224)	141,129	(176,817)	(491,266)	314,450	662,973	393,408	269,565	(234,493)	251,883	(486,376)
Net Cash Flows by Opco													
AlWeather Windows & Doors (ALW)	(8,155)	41,018	(15,665)	56,682	(62,358)	35,000	(97,358)	88,856	(43,058)	131,914	(141,183)	40,990	(182,173)
Allsco Windows & Doors (ALC)	64,074	(10,046)	(49,768)	39,722	(22,398)	(202,532)	180,134	14,785	(129,712)	144,497	(51,889)	299,897	(351,787)
Accurate Dorwin (2000) Inc. (ADI)	2,861	48,237	32,610	15,627	(48,761)	(143,958)	95,197	579,518	340,751	238,767	(63,447)	(78,735)	15,288
Glass 8 Inc. (GL8)	(43,267)	(8,850)	(25,133)	16,284	(38,514)	(137,115)	98,601	(13,549)	219,449	(232,998)	35,380	(4,998)	40,378
National Interiors (2021) Inc. (NTI)	11,138	6,269	(8,173)	14,442	17,395	7,909	9,485	(23,561)	(5,349)	(18,213)	(7,442)	13,776	(21,218)
Polar Windows Canada Ltd. (PLW)	(24,753)	28,276	29,905	(1,629)	(22,180)	(50,571)	28,390	16,924	11,327	5,597	(5,911)	(19,047)	13,136
Total	1,898	104,904	(36,224)	141,129	(176,817)	(491,266)	314,450	662,973	393,408	269,565	(234,493)	251,883	(486,376)
Restructuring Costs													
Accurate Group's Legal Counsel	-	-	-	-	-	-	-	-	(275,000)	275,000	(144,745)	-	(144,745)
Monitor	-	-	-	-	-	-	-	(103,583)	-	71,418	-	-	-
Monitor's Legal Counsel	-	-	-	-	-	-	-	-	(100,000)	100,000	-	-	-
DIP Fees / Interest	-	-	-	-	-	(35,000)	35,000	(35,000)	-	(35,000)	-	-	-
KERP	-	-	-	-	-	-	-	-	(25,000)	25,000	-	-	-
Contingency	-	-	-	-	-	-	-	-	(10,000)	10,000	-	(10,000)	10,000
Total	-	-	-	-	-	(35,000)	35,000	(138,583)	(585,000)	446,418	(144,745)	(10,000)	(134,745)
DIP Facility Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Inflows / (Outflows) - Consolidated	1,898	104,904	(36,224)	141,129	(176,817)	(491,266)	314,450	662,973	393,408	269,565	(234,493)	251,883	(486,376)
Restructuring Costs	-	-	-	-	-	(35,000)	35,000	(138,583)	(585,000)	446,418	(144,745)	(10,000)	(134,745)
Potential Trust / Lien Obligations	(43,131)	-	-	-	-	(157,000)	157,000	-	(100,000)	100,000	-	-	-
Opening DIP Availability	287,440	246,207	350,980	-	351,112	210,114	-	174,295	(473,152)	-	698,685	(764,744)	-
Closing DIP Availability	246,207	351,112	314,756	-	174,295	(473,152)	-	698,685	(764,744)	-	319,448	(522,861)	-

Accurate Group of Companies
Cash Flow Projection - Consolidated
For the Week Ended

	Week 12 28-Apr-23	Forecast 12 28-Apr-23	Week 12 Variance	Week 13 5-May-23	Forecast 13 5-May-23	Week 13 Variance	Week 14 12-May-23	Forecast 14 12-May-23	Week 14 Variance	Week 15 19-May-23	Forecast 15 19-May-23	Week 15 Variance
Consolidated												
Receipts												
Accounts Receivable	785,277	1,118,954	(333,677)	684,496	913,958	(229,462)	1,047,351	875,000	172,351	1,125,782	875,000	250,782
Debtor in Possession (DIP) Advance / Temporary Bulge	-	-	-	-	-	-	-	-	-	175,000	-	175,000
Deposits	26,270	50,000	(23,730)	53,075	50,000	3,075	57,912	50,000	7,912	52,907	50,000	2,907
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	161,619	65,000	96,619	130,700	65,000	65,700	274,000	65,000	209,000	107,621	65,000	42,621
Transfer (to) / from USD	11,493	-	11,493	45,000	-	45,000	28,000	-	28,000	(77,106)	-	(77,106)
Total Receipts	984,658	1,233,954	(249,295)	913,271	1,028,958	(115,687)	1,407,263	990,000	417,263	1,384,204	990,000	394,204
Disbursements												
Accounts Payable (Vendors) and Misc. Payments	358,045	421,053	(63,008)	298,920	408,763	(109,843)	739,949	430,356	309,593	539,709	413,738	125,971
Benefits / WCB / DC Pension / Union Dues	10,787	11,000	(213)	47,413	-	47,413	45,610	25,000	20,610	42,349	38,000	4,349
GST / HST Remittances	-	119,000	(119,000)	118,187	-	118,187	27,342	-	27,342	8,821	58,000	(49,179)
Insurance	-	7,190	(7,190)	2,075	2,328	(253)	-	7,190	(7,190)	12,091	3,951	8,140
Interest	11,066	15,000	(3,934)	-	-	-	-	-	-	-	-	-
Lease Payments	35,986	20,808	15,178	(9,276)	10,791	(20,067)	942	942	-	6,834	17,435	(10,602)
Payroll / Source Deductions / Commissions	237,485	219,248	18,237	353,990	416,300	(62,310)	219,605	180,000	39,605	445,127	512,300	(67,173)
Rent / Property Taxes	24,101	127,383	(103,282)	48,465	18,665	29,801	21,523	-	21,523	15,119	-	15,119
Transfers to Other Entities	161,619	65,000	96,619	130,700	65,000	65,700	274,000	65,000	209,000	107,621	65,000	42,621
Utilities	8,409	6,200	2,209	18,985	15,130	3,855	8,312	-	8,312	7,067	13,000	(5,933)
Visa (Credit Card) / Loan	197	-	197	1,369	15,070	(13,701)	-	-	-	2	500	(498)
Total Disbursements	847,695	1,011,882	(164,188)	1,010,829	952,048	58,781	1,337,282	708,488	628,794	1,184,739	1,121,925	62,814
Net Cash Inflows / (Outflows)	136,964	222,071	(85,107)	(97,558)	76,910	(174,468)	69,981	281,512	(211,531)	199,466	(131,925)	331,390
Net Cash Flows by Opco												
AlWeather Windows & Doors (ALW)	64,068	(36,208)	100,275	(53,374)	30,000	(83,374)	95,484	71,000	24,484	(10,870)	(23,590)	12,720
Alisco Windows & Doors (ALC)	873	(76,641)	77,514	12,159	140,500	(128,341)	13,904	(39,690)	53,594	156,278	113,000	43,278
Accurate Dorwin (2000) Inc. (ADI)	(19,709)	151,769	(171,478)	18,536	(51,763)	70,299	32,564	95,000	(62,436)	(5,933)	(65,655)	59,722
Glass 8 Inc. (GL8)	83,997	159,051	(75,054)	(59,852)	(36,078)	(23,774)	(59,357)	100,202	(159,558)	28,542	(110,632)	139,174
National Interiors (2021) Inc. (NTI)	4,362	9,348	(4,986)	(887)	13,300	(14,187)	(5,391)	15,000	(20,391)	4,229	(20,000)	24,229
Polar Windows Canada Ltd. (PLW)	3,374	14,752	(11,378)	(14,140)	(19,048)	4,908	(7,225)	40,000	(47,225)	27,220	(25,047)	52,267
Total	136,964	222,071	(85,107)	(97,558)	76,910	(174,468)	69,981	281,512	(211,531)	199,466	(131,925)	331,390
Restructuring Costs												
Accurate Group's Legal Counsel	-	(75,000)	75,000	-	-	-	-	(75,000)	75,000	-	-	-
Monitor	-	(75,000)	75,000	-	-	-	-	(50,000)	50,000	-	-	-
Monitor's Legal Counsel	(51,673)	(25,000)	(26,673)	-	-	-	-	(30,000)	30,000	-	-	-
DIP Fees / Interest	-	-	-	-	(20,000)	20,000	-	-	-	-	-	-
KERP	-	-	-	-	-	-	-	(25,000)	25,000	-	-	-
Contingency	-	(10,000)	10,000	-	(10,000)	10,000	-	(10,000)	10,000	-	(10,000)	10,000
Total	(51,673)	(185,000)	133,327	-	(30,000)	30,000	-	(190,000)	190,000	-	(10,000)	10,000
DIP Facility Repayment	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Inflows / (Outflows) - Consolidated	136,964	222,071	(85,107)	(97,558)	76,910	(174,468)	69,981	281,512	(211,531)	199,466	(131,925)	331,390
Restructuring Costs	(51,673)	(185,000)	133,327	-	(30,000)	30,000	-	(190,000)	190,000	-	(10,000)	10,000
Potential Trust / Lien Obligations	-	-	-	-	-	-	-	-	-	-	-	-
Opening DIP Availability	319,448	(522,861)		404,739	(485,790)		307,181	(438,880)		377,162	(347,368)	
Closing DIP Availability	404,739	(485,790)		307,181	(438,880)		377,162	(347,368)		576,628	(489,293)	

Accurate Group of Companies
Cash Flow Projection - Consolidated
For the Week Ended

	Week 16 26-May-23	Forecast 16 26-May-23	Week 16 Variance	Week 17 2-Jun-23	Forecast 17 2-Jun-23	Week 17 Variance	Week 18 9-Jun-23	Forecast 18 9-Jun-23	Week 18 Variance	Week 19 16-Jun-23	Forecast 19 16-Jun-23	Week 19 Variance
Consolidated												
Receipts												
Accounts Receivable	534,941	690,000	(155,059)	879,651	960,000	(80,349)	1,072,903	875,000	197,903	507,917	1,035,000	(527,083)
Debtor in Possession (DIP) Advance / Temporary Bulge	-	-	-	-	-	-	-	-	-	105,460	-	-
Deposits	28,917	40,000	(11,083)	48,917	50,000	(1,083)	53,723	50,000	3,723	55,588	50,000	5,588
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	141,161	65,000	76,161	493,921	80,000	413,921	240,007	80,000	160,007	170,422	65,000	105,422
Transfer (to) / from USD	(29,476)	-	(29,476)	159,315	-	159,315	55,000	-	55,000	-	-	-
Total Receipts	675,543	795,000	(119,458)	1,581,804	1,090,000	491,804	1,421,633	1,005,000	416,633	839,386	1,150,000	(416,074)
Disbursements												
Accounts Payable (Vendors) and Misc. Payments	440,934	409,119	31,815	579,327	417,186	162,141	705,745	450,356	255,389	267,136	432,450	(165,315)
Benefits / WCB / DC Pension / Union Dues	15,941	11,000	4,941	10,646	-	10,646	40,958	25,000	15,958	28,118	38,000	(9,882)
GST / HST Remittances	10,411	-	10,411	100,998	152,000	(51,002)	7,257	-	7,257	-	25,000	(25,000)
Insurance	-	-	-	9,265	9,519	(253)	9,922	7,190	2,731	-	3,000	(3,000)
Interest	-	-	-	14,140	15,000	(860)	-	-	-	-	-	-
Lease Payments	14,961	4,359	10,602	12,339	28,594	(16,254)	942	-	942	38,257	14,438	23,819
Payroll / Source Deductions / Commissions	170,554	185,000	(14,446)	397,725	440,548	(42,823)	183,530	185,000	(1,470)	239,742	526,300	(286,558)
Rent / Property Taxes	21,523	-	21,523	129,056	146,048	(16,992)	-	-	-	3,712	-	3,712
Transfers to Other Entities	141,161	65,000	76,161	493,921	80,000	413,921	240,007	80,000	160,007	170,422	65,000	105,422
Utilities	27	-	27	23,172	10,330	12,842	5,622	11,000	(5,378)	12,552	10,000	2,552
Visa (Credit Card) / Loan	2,490	-	2,490	1,249	15,070	(13,821)	3	-	3	2	-	2
Total Disbursements	818,002	674,478	143,524	1,771,838	1,314,294	457,544	1,193,985	758,546	435,439	759,940	1,114,188	(354,249)
Net Cash Inflows / (Outflows)	(142,460)	120,522	(262,982)	(190,034)	(224,294)	34,260	227,647	246,454	(18,806)	79,446	35,812	(61,826)
Net Cash Flows by Opco												
AlWeather Windows & Doors (ALW)	52,298	65,000	(12,702)	(127,527)	(50,523)	(77,004)	24,483	56,000	(31,517)	74,394	115,000	(40,606)
Allsco Windows & Doors (ALC)	(165,523)	(107,500)	(58,023)	(13,773)	97,359	(111,132)	(3,405)	(60,690)	57,285	20,140	96,500	(76,360)
Accurate Dorwin (2000) Inc. (ADI)	17,298	58,444	(41,146)	(17,688)	(123,523)	105,835	82,640	95,000	(12,360)	25,693	(50,000)	75,693
Glass 8 Inc. (GL8)	(37,578)	67,280	(104,858)	(8,041)	(84,284)	76,243	57,442	101,144	(43,701)	(19,525)	(85,786)	66,261
National Interiors (2021) Inc. (NTI)	(6,529)	9,023	(15,552)	1,586	(20,751)	22,337	53,803	15,000	38,803	(45,495)	(17,000)	(28,495)
Polar Windows Canada Ltd. (PLW)	(2,426)	28,275	(30,701)	(24,590)	(42,571)	17,981	12,685	40,000	(27,315)	24,240	(22,902)	47,142
Total	(142,460)	120,522	(262,982)	(190,034)	(224,294)	34,260	227,647	246,454	(18,806)	79,446	35,812	43,634
Restructuring Costs												
Accurate Group's Legal Counsel	-	(75,000)	75,000	-	-	-	-	(75,000)	75,000	-	-	-
Monitor	-	(75,000)	75,000	-	-	-	-	(75,000)	75,000	-	-	-
Monitor's Legal Counsel	-	(50,000)	50,000	-	-	-	-	(50,000)	50,000	-	-	-
DIP Fees / Interest	-	-	-	-	(20,000)	20,000	-	-	-	-	-	-
KERP	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	(10,000)	10,000	-	(10,000)	10,000	-	(10,000)	10,000	-	(10,000)	10,000
Total	-	(210,000)	210,000	-	(30,000)	30,000	-	(210,000)	210,000	-	(10,000)	10,000
DIP Facility Repayment	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Inflows / (Outflows) - Consolidated	(142,460)	120,522	(262,982)	(190,034)	(224,294)	34,260	227,647	246,454	(18,806)	79,446	35,812	(61,826)
Restructuring Costs	-	(210,000)	210,000	-	(30,000)	30,000	-	(210,000)	210,000	-	(10,000)	10,000
Potential Trust / Lien Obligations	-	-	-	-	-	-	-	-	-	(34,000)	-	(34,000)
Opening DIP Availability	576,628	(489,293)		434,168	(578,771)		244,134	(833,065)		471,782	(796,611)	
Closing DIP Availability	434,168	(578,771)		244,134	(833,065)		471,782	(796,611)		517,228	(770,800)	

Accurate Group of Companies
Cash Flow Projection - Consolidated
For the Week Ended

	Week 20 23-Jun-23	Forecast 20 23-Jun-23	Week 20 Variance	Week 21 30-Jun-23	Forecast 21 30-Jun-23	Week 21 Variance	Week 22 7-Jul-23	Forecast 22 7-Jul-23	Week 22 Variance	Actual 7 to 22 Total	Forecast 7 to 22 Total	Week 7 to 22 Variance
Consolidated												
Receipts												
Accounts Receivable	702,598	875,000	(172,402)	987,176	875,000	112,176	599,753	690,000	(90,247)	12,810,699	14,123,180	(1,312,481)
Debtor in Possession (DIP) Advance / Temporary Bulge	(105,460)	-	-	107,633	-	-	-	-	-	1,132,633	-	1,132,633
Deposits	45,347	50,000	(4,653)	37,586	50,000	(12,414)	112,504	40,000	72,504	801,439	718,447	82,992
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	246,091	65,000	181,091	270,644	65,000	205,644	266,161	65,000	201,161	3,886,685	1,314,756	2,571,929
Transfer (to) / from USD	-	-	-	60,227	-	60,227	59,832	-	59,832	277,282	(33,969)	311,251
Total Receipts	888,576	990,000	4,036	1,463,266	990,000	365,633	1,038,250	795,000	243,250	18,908,738	16,122,414	2,786,324
Disbursements												
Accounts Payable (Vendors) and Misc. Payments	392,475	429,788	(37,313)	733,142	437,542	295,600	369,136	410,619	(41,483)	7,858,801	6,522,651	1,336,151
Benefits / WCB / DC Pension / Union Dues	4,340	11,000	(6,660)	5,682	-	5,682	13,505	21,000	(7,495)	335,807	262,341	73,466
GST / HST Remittances	-	33,000	(33,000)	-	162,000	(162,000)	-	-	-	405,954	881,106	(475,151)
Insurance	8,203	951	7,252	7,190	7,190	-	3,361	9,519	(6,158)	69,064	79,638	(10,573)
Interest	-	-	-	14,121	15,000	(879)	-	-	-	47,874	60,000	(12,126)
Lease Payments	2,482	5,292	(2,810)	5,428	20,808	(15,380)	20,902	10,791	10,111	164,813	172,599	(7,786)
Payroll / Source Deductions / Commissions	171,671	185,000	(13,329)	395,854	440,548	(44,694)	198,037	200,000	(1,963)	4,690,528	5,251,996	(561,468)
Rent / Property Taxes	-	-	-	38,483	105,860	(67,377)	114,477	40,187	74,289	585,329	623,202	(37,872)
Transfers to Other Entities	246,091	65,000	181,091	270,644	65,000	205,644	266,161	65,000	201,161	3,886,685	1,314,756	2,571,929
Utilities	5,252	3,000	2,252	4,611	6,200	(1,589)	21,728	15,130	6,598	134,150	137,854	(3,705)
Visa (Credit Card) / Loan	2,575	500	2,075	74	-	74	1,580	15,070	(13,490)	14,927	75,509	(60,582)
Total Disbursements	833,090	733,531	99,559	1,475,229	1,260,149	215,081	1,008,887	787,317	221,570	18,193,932	15,381,651	2,812,281
Net Cash Inflows / (Outflows)	55,487	256,469	(95,522)	(11,963)	(270,149)	150,552	29,363	7,683	21,681	714,806	740,763	(25,957)
Net Cash Flows by Opco												
AlWeather Windows & Doors (ALW)	(43,305)	102,410	(145,716)	28,275	(115,523)	143,798	24,110	31,000	(6,890)	46,213	253,679	(207,466)
Allsco Windows & Doors (ALC)	(14,504)	(61,000)	46,496	8,372	62,359	(53,987)	(5,316)	(131,690)	126,374	3,729	14,464	(10,735)
Accurate Dorwin (2000) Inc. (ADI)	59,151	78,712	(19,562)	(25,602)	(107,683)	82,081	37,579	43,237	(5,658)	722,936	277,067	445,869
Glass 8 Inc. (GL8)	(6,834)	86,492	(93,326)	(4,359)	(79,248)	74,889	26,466	61,108	(34,641)	(67,896)	188,182	(256,079)
National Interiors (2021) Inc. (NTI)	36,501	12,000	24,501	(18,904)	(20,028)	1,124	(22,509)	8,300	(30,809)	4,564	23,492	(18,928)
Polar Windows Canada Ltd. (PLW)	24,478	37,855	(13,376)	255	(10,025)	10,280	(30,966)	(4,271)	(26,696)	5,261	(16,121)	21,382
Total	55,487	256,469	(200,982)	(11,963)	(270,149)	258,186	29,363	7,683	21,681	714,806	740,763	(25,957)
Restructuring Costs												
Accurate Group's Legal Counsel	-	(75,000)	75,000	-	-	-	-	(50,000)	50,000	(144,745)	(700,000)	555,255
Monitor	-	(50,000)	50,000	-	-	-	-	(25,000)	25,000	(103,583)	(525,000)	421,418
Monitor's Legal Counsel	-	(25,000)	25,000	-	-	-	-	(25,000)	25,000	(51,673)	(305,000)	253,327
DIP Fees / Interest	-	-	-	-	-	-	-	(20,000)	20,000	(35,000)	(95,000)	60,000
KERP	-	(25,000)	25,000	-	-	-	-	(50,000)	50,000	-	(125,000)	125,000
Contingency	-	(5,000)	5,000	-	(5,000)	5,000	-	(5,000)	5,000	-	(115,000)	115,000
Total	-	(180,000)	180,000	-	(5,000)	5,000	-	(175,000)	175,000	(335,000)	(1,865,000)	1,530,000
DIP Facility Repayment	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Inflows / (Outflows) - Consolidated	55,487	256,469	(95,522)	(11,963)	(270,149)	150,552	29,363	7,683	21,681	714,806	740,763	(25,957)
Restructuring Costs	-	(180,000)	180,000	-	(5,000)	5,000	-	(175,000)	175,000	(335,000)	(1,865,000)	1,530,000
Potential Trust / Lien Obligations	-	-	-	-	-	-	-	-	-	(77,131)	(300,000)	222,869
Opening DIP Availability	517,228	(770,800)		572,714	(694,331)		560,751	(969,479)		287,440	287,440	
Closing DIP Availability	572,714	(694,331)		560,751	(969,479)		590,115	(1,136,797)		590,115	(1,136,797)	

Accurate Group of Companies
Cash Flow Projection - Opco
For the Week Ended

	Actual 7 24-Mar-23	Actual 8 31-Mar-23	Forecast 8 31-Mar-23	Week 8 Variance	Week 9 7-Apr-23	Forecast 9 7-Apr-23	Week 9 Variance	Week 10 14-Apr-23	Forecast 10 14-Apr-23	Week 10 Variance	Week 11 21-Apr-23	Forecast 11 21-Apr-23	Week 11 Variance
(1) AllWeather Windows & Doors (ALW)													
Receipts													
Accounts Receivable	179,783	354,074	335,234	18,840	154,963	140,000	14,963	287,896	200,000	87,896	241,777	200,000	41,777
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts	179,783	354,074	335,234	18,840	154,963	140,000	14,963	287,896	200,000	87,896	241,777	200,000	41,777
Disbursements													
Accounts Payable (Vendor Payments)	20,983	36,978	63,065	(26,087)	54,675	30,000	24,675	50,851	54,808	(3,957)	37,720	31,420	6,300
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	12,814	12,814	-	-	-	-
GST / HST Remittance	-	89,231	89,231	-	-	-	-	-	84,949	(84,949)	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	-	-	-	-	-	-	-	2,090	2,090	-
Merchant Cash Advance (daily auto payments)	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	77,794	-	-	-	57,639	60,000	(2,361)	91,674	90,487	1,187	55,432	60,000	-
Rent / Property Taxes	-	24,101	24,101	-	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	88,342	162,745	162,745	-	105,000	-	105,000	43,700	-	43,700	287,079	65,000	222,079
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	819	2	11,257	(11,255)	8	15,000	(14,992)	-	-	-	640	500	140
Total Disbursements	187,937	313,056	350,898	(37,842)	217,322	105,000	112,322	199,040	243,058	(44,019)	382,961	159,010	228,519
Net Cash Inflows / (Outflows)	(8,155)	41,018	(15,665)	56,683	(62,358)	35,000	(97,358)	88,856	(43,058)	131,914	(141,183)	40,990	(186,741)
(2) Allco Windows & Doors (ALC)													
Receipts													
Accounts Receivable (Sallyport Factoring)	134,000	146,500	146,500	-	84,000	110,000	(26,000)	124,365	250,000	(125,635)	74,000	250,000	(176,000)
Deposits	52,186	26,220	20,261	5,960	54,469	16,000	38,469	68,844	50,000	18,844	26,973	50,000	(23,027)
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	40,000	145,000	145,000	-	75,000	-	75,000	255,000	-	255,000	115,000	65,000	50,000
Total Receipts	226,186	317,720	311,761	5,960	213,469	126,000	87,469	448,209	300,000	148,209	215,973	365,000	(149,027)
Disbursements													
Accounts Payable (Vendor Payments)	160,233	137,949	146,721	(8,772)	127,030	265,823	(138,793)	228,229	196,406	31,823	257,795	56,103	201,692
Benefits / WCB / Life Insurance	-	4,231	4,231	-	-	-	-	4,106	4,000	106	-	-	-
GST / HST Remittance	-	-	17,904	(17,904)	17,904	12,497	5,407	-	38,117	(38,117)	-	-	-
Insurance	-	7,190	7,190	-	-	-	-	-	7,190	-	2,538	-	2,538
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	1,951	1,951	-	-	-	-	2,125	-	2,125	5,644	-	5,644
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	176,444	176,444	-	-	-	-	198,170	180,000	18,170	-	-	-
Rent / Property Taxes	-	-	-	-	41,813	32,765	9,047	-	-	-	-	-	-
Transfers to Other Entities	1,879	-	-	-	39,672	-	39,672	794	-	794	1,577	-	1,577
Utilities	-	-	7,087	(7,087)	9,449	17,447	(7,998)	-	4,000	(4,000)	310	9,000	(8,690)
Visa (Credit Card) / Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	162,112	327,766	361,528	(33,762)	235,867	328,532	(92,665)	433,424	429,712	3,711	267,863	65,103	202,760
Net Cash Inflows / (Outflows)	64,074	(10,046)	(49,768)	39,722	(22,398)	(202,532)	180,134	14,785	(129,712)	144,497	(51,889)	299,897	(351,787)
(3) Accurate Dorwin (2000) Inc. (ADI)													
Receipts													
Accounts Receivable	259,239	153,484	151,892	1,592	34,080	18,727	15,352	326,048	500,751	(174,703)	24,634	173,075	(148,442)
DIP	-	-	-	-	-	-	-	850,000	-	850,000	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	115,246	19,294	19,294	-	76,447	-	76,447	60,207	-	60,207	75,656	-	75,656
Transfers from USD	(60,470)	26,502	26,502	-	-	-	-	(94,166)	-	(94,166)	93,131	-	93,131
Total Receipts	314,014	199,280	197,688	1,592	110,527	18,727	91,800	1,142,090	500,751	641,339	193,421	173,075	20,346
Disbursements													
Accounts Payable (Vendor Payments)	68,798	65,470	67,670	(2,201)	31,526	36,000	(4,474)	250,371	115,000	135,371	100,951	105,522	(4,571)
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	13,009	-	15,000	(1,991)	-	-
GST / HST Remittance	7,686	-	5,453	(5,453)	5,304	-	5,304	-	15,000	(15,000)	8,570	15,000	(6,430)
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	8,547	15,000	(6,453)	-	-	-	-	-	-	-	-	-
Lease Payments	1,288	923	923	-	4,639	4,639	-	-	-	-	1,288	1,288	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	109,741	6,194	6,194	-	107,201	110,000	(2,799)	26,738	15,000	11,738	99,602	130,000	(30,398)
Rent / Property Taxes	-	36,760	36,760	-	7,994	-	7,994	-	-	-	-	-	-
Transfers to Other Entities	122,592	28,000	28,000	-	2,048	-	2,048	269,713	-	269,713	45,000	-	45,000
Utilities	-	5,078	5,078	-	-	4,052	4,052	2,344	-	2,344	-	-	-
Visa (Credit Card) / Loan	1,049	72	-	72	575	-	575	397	-	397	1,457	-	1,457
Total Disbursements	311,153	151,043	165,078	(14,035)	159,288	162,685	(3,397)	562,572	160,000	402,572	256,868	251,810	5,058
Net Cash Inflows / (Outflows)	2,861	48,237	32,610	15,627	(48,761)	(143,958)	95,197	579,518	340,751	238,767	(63,447)	(78,735)	15,288

	Actual 7 24-Mar-23	Actual 8 31-Mar-23	Forecast 8 31-Mar-23	Week 8 Variance	Week 9 7-Apr-23	Forecast 9 7-Apr-23	Week 9 Variance	Week 10 14-Apr-23	Forecast 10 14-Apr-23	Week 10 Variance	Week 11 21-Apr-23	Forecast 11 21-Apr-23	Week 11 Variance
(4) Glass 8 Inc. (GL8)													
Receipts													
Accounts Receivable	159,986	50,068	50,068	-	216,781	52,009	164,772	35,774	362,771	(326,997)	411,229	260,460	150,769
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	97,471	40,745	40,745	-	500	-	500	35,000	-	35,000	150,000	-	150,000
Total Receipts	257,456	90,813	90,813	-	217,281	52,009	165,272	70,774	362,771	(291,997)	561,229	260,460	300,769
Disbursements													
Accounts Payable (Vendor Payments)	60,697	96,369	97,876	(1,507)	73,524	9,664	63,860	64,961	102,486	(37,525)	382,568	65,788	316,780
Benefits / WCB / Life Insurance	6,041	6,543	6,543	-	6,375	3,712	2,663	15,525	22,000	(6,475)	-	-	-
GST / HST Remittance	8,740	(6,499)	4,029	(10,528)	672	-	672	-	15,000	(15,000)	-	15,000	(15,000)
Insurance	-	-	-	-	1,576	1,576	-	-	-	-	3,950	3,950	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	720	-	-	-	3,460	3,460	-	-	-	-	-	720	-
Merchant Cash Advance	-	-	-	-	-	-	-	3,836	3,836	-	-	-	-
Payroll / Source Deductions	164,524	3,250	7,498	(4,248)	155,189	167,000	(11,811)	-	-	-	138,610	180,000	(41,390)
Rent / Property Taxes	-	-	-	-	-	3,712	-	-	-	-	-	-	-
Transfers to Other Entities	60,000	-	-	-	15,000	-	15,000	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	300,723	99,662	115,946	(16,284)	255,795	189,124	66,671	84,323	143,322	(58,999)	525,849	265,459	260,390
Net Cash Inflows / (Outflows)	(43,267)	(8,850)	(25,133)	16,284	(38,514)	(137,115)	98,601	(13,549)	219,449	(232,998)	35,380	(4,998)	40,378
(5) National Interiors (2021) Inc. (NTI)													
Receipts													
Accounts Receivable	25,381	53,373	53,373	-	88,498	31,017	57,482	51,907	43,651	8,256	26,649	27,276	(627)
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	5,000	-	-	-	3,224	-	3,224	14,000	-	14,000	10,000	-	10,000
Total Receipts	30,381	53,373	53,373	-	91,723	31,017	60,706	65,907	43,651	22,256	36,649	27,276	9,373
Disbursements													
Accounts Payable (Vendor Payments)	243	10,419	13,245	(2,827)	59,202	10,263	48,940	11,940	10,000	1,940	15,666	10,000	5,666
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	2,000	(2,000)	1,815	-	1,815
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	1,329	3,500	(2,171)
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	1,209	1,209	-	1,437	1,437	-	-	-	-	-	-	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	34,209	45,825	(11,616)	2,250	-	2,250	27,528	37,000	(9,472)	5,280	-	5,280
Rent / Property Taxes	-	-	-	-	11,407	11,407	-	-	-	-	-	-	-
Transfers to Other Entities	19,000	-	-	-	-	-	-	50,000	-	50,000	20,000	-	20,000
Utilities	-	1,200	1,200	-	32	-	32	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	68	68	-	-	-	-	-	-	-	-	-	-
Total Disbursements	19,243	47,104	61,547	(14,442)	74,328	23,107	51,221	89,468	49,000	40,468	44,091	13,500	30,591
Net Cash Inflows / (Outflows)	11,138	6,269	(8,173)	14,442	17,395	7,909	9,485	(23,561)	(5,349)	(18,213)	(7,442)	13,776	(21,218)
(6) Polar Windows Canada Ltd. (PLW)													
Receipts													
Accounts Receivable	34,088	49,485	50,988	(1,504)	19,155	40,000	(20,845)	25,193	50,000	(24,807)	56,445	50,000	6,445
Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	37,000	5,000	5,000	-	6,548	-	6,548	-	-	-	3,000	-	3,000
Total Receipts	71,088	54,485	55,988	(1,504)	25,703	40,000	(14,297)	25,193	50,000	(24,807)	59,445	50,000	9,445
Disbursements													
Accounts Payable (Vendor Payments)	4,560	5,633	5,633	-	3,833	10,000	(6,167)	7,505	32,673	(25,168)	7,604	10,000	(2,396)
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	6,000	(6,000)	-	-	-
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	753	753	-	-	-	-	951	951	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	569	1,156	1,156	-	-	1,254	(1,254)	764	-	764	1,194	11,796	(10,602)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions / Commissions	51,646	-	-	-	43,194	46,300	(3,106)	-	-	-	44,901	46,300	(1,399)
Rent / Property Taxes	36,128	-	-	-	-	32,193	(32,193)	-	-	-	10,671	-	10,671
Transfers to Other Entities	2,903	19,294	19,294	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	35	125	-	125	105	70	34	-	-	-	35	-	35
Total Disbursements	95,842	26,208	26,083	125	47,884	90,571	(42,687)	8,269	38,673	(30,404)	65,356	69,047	(3,691)
Net Cash Inflows / (Outflows)	(24,753)	28,276	29,905	(1,629)	(22,180)	(50,571)	28,390	16,924	11,327	5,597	(5,911)	(19,047)	13,136
Net Cash Inflows / (Outflows) - Consolidated	1,898	104,904	(36,224)	141,129	(176,817)	(491,266)	314,450	662,973	393,408	269,565	(234,493)	251,883	(490,943)
Restructuring Costs	-	-	-	-	-	(35,000)	35,000	(138,583)	(585,000)	446,418	(144,745)	(10,000)	(134,745)
Potential Trust Obligations	(43,131)	-	-	-	-	(157,000)	157,000	-	(100,000)	100,000	-	-	-
Opening DIP Availability	287,440	246,207	246,339	-	351,112	210,114	-	174,295	(473,152)	-	698,685	(764,744)	-
Closing DIP Availability	246,207	351,112	210,114	-	174,295	(473,152)	-	698,685	(764,744)	-	319,448	(522,861)	-

**Accurate Group of Companies
Cash Flow Projection - Opco
For the Week Ended**

	Week 12 28-Apr-23	Forecast 12 28-Apr-23	Week 12 Variance	Week 13 5-May-23	Forecast 13 5-May-23	Week 13 Variance	Week 14 12-May-23	Forecast 14 12-May-23	Week 14 Variance	Week 15 19-May-23	Forecast 15 19-May-23	Week 15 Variance
(1) AllWeather Windows & Doors (ALW)												
Receipts												
Accounts Receivable	210,682	200,000	10,682	199,799	200,000	(201)	317,807	200,000	117,807	224,035	200,000	24,035
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	30,000	-	30,000	22,000	-	22,000	-	-	-
Total Receipts	210,682	200,000	10,682	229,799	200,000	29,799	339,807	200,000	139,807	224,035	200,000	24,035
Disbursements												
Accounts Payable (Vendor Payments)	32,155	62,107	(29,953)	42,980	30,000	12,980	54,763	50,000	4,763	58,038	30,000	28,038
Benefits / WCB / Life Insurance	-	-	-	-	-	-	12,327	14,000	(1,673)	-	-	-
GST / HST Remittance	-	85,000	(85,000)	118,187	-	118,187	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	-	-	-	-	-	-	2,090	2,090	-
Merchant Cash Advance (daily auto payments)	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	57,001	60,000	(2,999)	3,233	-	3,233	121,777	126,000	(4,223)
Rent / Property Taxes	24,101	24,101	-	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	90,359	65,000	25,359	65,000	65,000	-	174,000	65,000	109,000	53,000	65,000	(12,000)
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	-	-	5	15,000	(14,995)	-	-	-	-	500	(500)
Total Disbursements	146,614	236,208	(89,594)	283,173	170,000	113,173	244,323	129,000	115,323	234,905	223,590	11,315
Net Cash Inflows / (Outflows)	64,068	(36,208)	100,275	(53,374)	30,000	(83,374)	95,484	71,000	24,484	(10,870)	(23,590)	12,720
(2) Allco Windows & Doors (ALC)												
Receipts												
Accounts Receivable (Sallyport Factoring)	173,531	250,000	(76,469)	98,500	250,000	(151,500)	156,500	250,000	(93,500)	383,500	250,000	133,500
Deposits	26,270	50,000	(23,730)	53,075	50,000	3,075	57,912	50,000	7,912	52,907	50,000	2,907
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	84,000	65,000	19,000	65,000	65,000	-	206,000	65,000	141,000	-	65,000	(65,000)
Total Receipts	283,801	365,000	(81,199)	216,575	365,000	(148,425)	420,412	365,000	55,412	436,407	365,000	71,407
Disbursements												
Accounts Payable (Vendor Payments)	73,056	188,500	(115,444)	153,283	213,500	(60,217)	172,807	213,500	(40,693)	224,364	214,000	10,364
Benefits / WCB / Life Insurance	35	4,000	(3,965)	41,550	-	41,550	27,066	4,000	23,066	6,888	-	6,888
GST / HST Remittance	-	-	-	-	-	-	27,342	-	27,342	-	25,000	(25,000)
Insurance	-	7,190	(7,190)	-	-	-	-	7,190	(7,190)	7,190	-	7,190
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	21,528	16,951	4,576	(19,576)	-	(19,576)	-	-	-	-	-	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	175,143	180,000	(4,857)	-	-	-	170,980	180,000	(9,020)	-	-	-
Rent / Property Taxes	-	45,000	(45,000)	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	9,260	-	9,260	21,140	-	21,140	-	-	-	34,621	-	34,621
Utilities	3,906	-	3,906	7,190	11,000	(3,810)	8,312	-	8,312	7,067	13,000	(5,933)
Visa (Credit Card) / Loan	-	-	-	829	-	829	-	-	-	-	-	-
Total Disbursements	282,928	441,641	(158,713)	204,416	224,500	(20,084)	406,508	404,690	1,818	280,130	252,000	28,130
Net Cash Inflows / (Outflows)	873	(76,641)	77,514	12,159	140,500	(128,341)	13,904	(39,690)	53,594	156,278	113,000	43,278
(3) Accurate Dorwin (2000) Inc. (ADI)												
Receipts												
Accounts Receivable	188,225	304,451	(116,226)	171,446	175,000	(3,554)	425,216	175,000	250,216	145,845	175,000	(29,155)
DIP	-	-	-	-	-	-	-	-	-	175,000	-	175,000
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	15,619	-	15,619	12,200	-	12,200	-	-	-	32,621	-	32,621
Transfers from USD	11,493	-	11,493	45,000	-	45,000	28,000	-	28,000	(77,106)	-	(77,106)
Total Receipts	215,337	304,451	(89,114)	228,647	175,000	53,647	453,216	175,000	278,216	276,360	175,000	101,360
Disbursements												
Accounts Payable (Vendor Payments)	137,230	80,000	57,230	46,598	80,000	(33,402)	368,399	80,000	288,399	118,205	80,000	38,205
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	-	13,362	15,000	(1,638)
GST / HST Remittance	-	15,000	(15,000)	-	-	-	-	-	-	2,518	15,000	(12,482)
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Interest	11,066	15,000	(3,934)	-	-	-	-	-	-	-	-	-
Lease Payments	923	923	-	4,639	4,639	-	-	-	-	655	655	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	19,253	-	19,253	104,730	130,000	(25,270)	21,253	-	21,253	127,553	130,000	(2,447)
Rent / Property Taxes	-	36,760	(36,760)	44,754	7,994	36,760	-	-	-	-	-	-
Transfers to Other Entities	62,000	-	62,000	-	-	-	31,000	-	31,000	20,000	-	20,000
Utilities	4,502	5,000	(498)	9,130	4,130	5,000	-	-	-	-	-	-
Visa (Credit Card) / Loan	72	-	72	259	-	259	-	-	-	-	-	-
Total Disbursements	235,047	152,683	82,364	210,111	226,763	(16,653)	420,651	80,000	340,651	282,293	240,655	41,638
Net Cash Inflows / (Outflows)	(19,709)	151,769	(171,478)	18,536	(51,763)	70,299	32,564	95,000	(62,436)	(5,933)	(65,655)	59,722

	Week 12 28-Apr-23	Forecast 12 28-Apr-23	Week 12 Variance	Week 13 5-May-23	Forecast 13 5-May-23	Week 13 Variance	Week 14 12-May-23	Forecast 14 12-May-23	Week 14 Variance	Week 15 19-May-23	Forecast 15 19-May-23	Week 15 Variance
(4) Glass 8 Inc. (GL8)												
Receipts												
Accounts Receivable	169,861	250,299	(80,439)	166,665	213,958	(47,293)	108,937	175,000	(66,063)	314,426	175,000	139,426
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	22,000	-	22,000	-	-	-	20,000	-	20,000	30,000	-	30,000
Total Receipts	191,861	250,299	(58,439)	166,665	213,958	(47,293)	128,937	175,000	(46,063)	344,426	175,000	169,426
Disbursements												
Accounts Payable (Vendor Payments)	102,539	65,000	37,539	32,143	65,000	(32,857)	136,135	66,856	69,279	133,084	69,738	63,346
Benefits / WCB / Life Insurance	5,324	7,000	(1,676)	5,862	-	5,862	6,217	7,000	(783)	20,285	15,000	5,285
GST / HST Remittance	-	15,000	(15,000)	-	-	-	-	-	-	6,303	15,000	(8,697)
Insurance	-	-	-	1,322	1,576	(253)	-	-	-	3,950	3,000	950
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	3,460	3,460	-	942	942	-	2,894	2,894	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	4,248	(4,248)	150,454	180,000	(29,546)	-	-	-	145,654	180,000	(34,346)
Rent / Property Taxes	-	-	-	3,712	-	3,712	-	-	-	3,712	-	3,712
Transfers to Other Entities	-	-	-	29,560	-	29,560	45,000	-	45,000	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	-	-	2	-	2	-	-	-	2	-	2
Total Disbursements	107,863	91,248	16,615	226,517	250,036	(23,520)	188,294	74,798	113,495	315,884	285,632	30,252
Net Cash Inflows / (Outflows)	83,997	159,051	(75,054)	(59,852)	(36,078)	(23,774)	(59,357)	100,202	(159,558)	28,542	(110,632)	139,174
(5) National Interiors (2021) Inc. (NTI)												
Receipts												
Accounts Receivable	16,298	64,203	(47,905)	30,107	25,000	5,107	17,911	25,000	(7,089)	25,071	25,000	71
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	40,000	-	40,000	8,500	-	8,500	26,000	-	26,000	10,000	-	10,000
Total Receipts	56,298	64,203	(7,905)	38,607	25,000	13,607	43,911	25,000	18,911	35,071	25,000	10,071
Disbursements												
Accounts Payable (Vendor Payments)	7,639	13,446	(5,807)	14,456	10,263	4,193	1,163	10,000	(8,837)	3,025	10,000	(6,975)
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	-	1,815	2,000	(185)
GST / HST Remittance	-	4,000	(4,000)	-	-	-	-	-	-	-	3,000	(3,000)
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	1,209	1,209	-	1,437	1,437	-	-	-	-	-	-	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	43,088	35,000	8,088	5,767	-	5,767	24,139	-	24,139	14,595	30,000	(15,405)
Rent / Property Taxes	-	-	-	-	-	-	-	-	-	11,407	-	11,407
Transfers to Other Entities	-	-	-	15,000	-	15,000	24,000	-	24,000	-	-	-
Utilities	-	1,200	(1,200)	2,665	-	2,665	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	-	-	169	-	169	-	-	-	-	-	-
Total Disbursements	51,936	54,855	(2,919)	39,494	11,700	27,794	49,302	10,000	39,302	30,841	45,000	(14,159)
Net Cash Inflows / (Outflows)	4,362	9,348	(4,986)	(887)	13,300	(14,187)	(5,391)	15,000	(20,391)	4,229	(20,000)	24,229
(6) Polar Windows Canada Ltd. (PLW)												
Receipts												
Accounts Receivable	26,680	50,000	(23,320)	17,978	50,000	(32,022)	20,980	50,000	(29,020)	32,905	50,000	(17,095)
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	15,000	-	15,000	-	-	-	35,000	-	35,000
Total Receipts	26,680	50,000	(23,320)	32,978	50,000	(17,022)	20,980	50,000	(29,020)	67,905	50,000	17,905
Disbursements												
Accounts Payable (Vendor Payments)	5,427	12,000	(6,573)	9,459	10,000	(541)	6,683	10,000	(3,317)	2,992	10,000	(7,008)
Benefits / WCB / Life Insurance	5,428	-	5,428	-	-	-	-	-	-	-	6,000	(6,000)
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	753	753	-	-	-	-	951	951	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	12,327	1,725	10,602	764	1,254	(491)	-	-	-	1,194	11,796	(10,602)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions / Commissions	-	-	-	36,038	46,300	(10,262)	-	-	-	35,548	46,300	(10,752)
Rent / Property Taxes	-	21,523	(21,523)	-	10,671	(10,671)	21,523	-	21,523	-	-	-
Transfers to Other Entities	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	125	-	125	105	70	34	-	-	-	-	-	-
Total Disbursements	23,307	35,248	(11,941)	47,118	69,048	(21,930)	28,205	10,000	18,205	40,685	75,047	(34,362)
Net Cash Inflows / (Outflows)	3,374	14,752	(11,378)	(14,140)	(19,048)	4,908	(7,225)	40,000	(47,225)	27,220	(25,047)	52,267
Net Cash Inflows / (Outflows) - Consolidated	136,964	222,071	(85,107)	(97,558)	76,910	(174,468)	69,981	281,512	(211,531)	199,466	(131,925)	331,390
Restructuring Costs	(51,673)	(185,000)	133,327	-	(30,000)	30,000	-	(190,000)	190,000	-	(10,000)	10,000
Potential Trust Obligations	-	-	-	-	-	-	-	-	-	-	-	-
Opening DIP Availability	319,448	(522,861)	404,739	(485,790)	307,181	(438,880)	377,162	(438,880)	377,162	(347,368)		
Closing DIP Availability	404,739	(485,790)	307,181	(438,880)	377,162	(438,880)	377,162	(347,368)	576,628	(489,293)		

Accurate Group of Companies
Cash Flow Projection - Opco
For the Week Ended

	Week 16 26-May-23	Forecast 16 26-May-23	Week 16 Variance	Week 17 2-Jun-23	Forecast 17 2-Jun-23	Week 17 Variance	Week 18 9-Jun-23	Forecast 18 9-Jun-23	Week 18 Variance	Week 19 16-Jun-23	Forecast 19 16-Jun-23	Week 19 Variance
(1) AllWeather Windows & Doors (ALW)												
Receipts												
Accounts Receivable	193,750	160,000	33,750	227,128	285,000	(57,872)	256,967	200,000	56,967	297,752	360,000	(62,248)
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	-	-	-	-	-	-	10,000	-	10,000
Total Receipts	193,750	160,000	33,750	227,128	285,000	(57,872)	256,967	200,000	56,967	307,752	360,000	(52,248)
Disbursements												
Accounts Payable (Vendor Payments)	25,585	30,000	(4,415)	42,592	36,423	6,169	47,186	50,000	(2,814)	42,470	30,000	12,470
Benefits / WCB / Life Insurance	-	-	-	-	-	-	13,038	14,000	(962)	-	-	-
GST / HST Remittance	-	-	-	100,998	120,000	(19,002)	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	-	-	-	-	-	-	2,090	-	2,090
Merchant Cash Advance (daily auto payments)	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	56,757	60,000	(3,243)	855	-	855	53,579	150,000	(96,421)
Rent / Property Taxes	-	-	-	24,101	24,101	-	-	-	-	-	-	-
Transfers to Other Entities	115,161	65,000	50,161	130,193	80,000	50,193	171,404	80,000	91,404	135,220	65,000	70,220
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	706	-	706	14	15,000	(14,986)	-	-	-	-	-	-
Total Disbursements	141,452	95,000	46,452	354,656	335,523	19,132	232,484	144,000	88,484	233,358	245,000	(11,642)
Net Cash Inflows / (Outflows)	52,298	65,000	(12,702)	(127,527)	(50,523)	(77,004)	24,483	56,000	(31,517)	74,394	115,000	(40,606)
(2) Allsco Windows & Doors (ALC)												
Receipts												
Accounts Receivable (Sallyport Factoring)	154,750	190,000	(35,250)	227,900	250,000	(22,100)	174,300	250,000	(75,700)	106,250	250,000	(143,750)
Deposits	28,917	40,000	(11,083)	48,917	50,000	(1,083)	53,723	50,000	3,723	55,588	50,000	5,588
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	20,000	65,000	(45,000)	155,000	80,000	75,000	159,000	80,000	79,000	20,000	65,000	(45,000)
Total Receipts	203,667	295,000	(91,333)	431,817	380,000	51,817	387,023	380,000	7,023	181,838	365,000	(183,162)
Disbursements												
Accounts Payable (Vendor Payments)	195,330	213,500	(18,170)	275,182	213,500	61,682	158,580	233,500	(74,920)	108,053	233,500	(125,447)
Benefits / WCB / Life Insurance	4,377	4,000	377	5,118	-	5,118	24,797	4,000	20,797	-	-	-
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	25,000	(25,000)
Insurance	-	-	-	7,190	-	7,190	-	7,190	(7,190)	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	1,951	16,951	(15,000)	-	-	-	32,510	-	32,510
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	169,455	185,000	(15,545)	-	-	-	171,481	185,000	(13,519)	-	-	-
Rent / Property Taxes	-	-	-	48,610	45,000	3,610	-	-	-	-	-	-
Transfers to Other Entities	-	-	-	93,979	-	93,979	32,603	-	32,603	10,000	-	10,000
Utilities	27	-	27	13,561	-	13,561	2,967	11,000	(8,033)	11,135	10,000	1,135
Visa (Credit Card) / Loan	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	369,190	402,500	(33,310)	445,590	282,641	162,949	390,428	440,690	(50,262)	161,698	268,500	(106,802)
Net Cash Inflows / (Outflows)	(165,523)	(107,500)	(58,023)	(113,773)	97,359	(111,132)	(3,405)	(60,690)	57,285	20,140	96,500	(76,360)
(3) Accurate Dorwin (2000) Inc. (ADI)												
Receipts												
Accounts Receivable	118,837	140,000	(21,163)	386,764	175,000	211,764	320,871	175,000	145,871	22,055	175,000	(152,945)
DIP	-	-	-	-	-	-	-	-	-	105,460	-	105,460
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	90,161	-	90,161	115,921	-	115,921	58,603	-	58,603	422	-	422
Transfers from USD	(29,476)	-	(29,476)	159,315	-	159,315	55,000	-	55,000	-	-	-
Total Receipts	179,523	140,000	39,523	661,999	175,000	486,999	434,475	175,000	259,475	127,937	175,000	(47,063)
Disbursements												
Accounts Payable (Vendor Payments)	126,188	80,000	46,188	227,017	80,000	147,017	329,519	80,000	249,519	55,311	80,000	(24,689)
Benefits / WCB / Life Insurance	-	-	-	-	-	-	3,123	-	3,123	13,970	15,000	(1,030)
GST / HST Remittance	8,160	-	8,160	-	15,000	(15,000)	5,345	-	5,345	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	14,140	15,000	(860)	-	-	-	-	-	-
Lease Payments	1,556	1,556	0	4,639	4,639	-	-	-	-	-	-	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	108,726	130,000	(21,274)	11,194	-	11,194	6,546	130,000	(123,454)
Rent / Property Taxes	-	-	-	44,834	44,754	80	-	-	-	-	-	-
Transfers to Other Entities	25,000	-	25,000	269,748	-	269,748	-	-	-	25,000	-	25,000
Utilities	-	-	-	9,611	9,130	481	2,655	-	2,655	1,417	-	1,417
Visa (Credit Card) / Loan	1,321	-	1,321	972	-	972	-	-	-	-	-	-
Total Disbursements	162,224	81,556	80,669	679,687	298,523	381,165	351,835	80,000	271,835	102,244	225,000	(122,756)
Net Cash Inflows / (Outflows)	17,298	58,444	(41,146)	(17,688)	(123,523)	105,835	82,640	95,000	(12,360)	25,693	(50,000)	75,693

	Week 16 26-May-23	Forecast 16 26-May-23	Week 16 Variance	Week 17 2-Jun-23	Forecast 17 2-Jun-23	Week 17 Variance	Week 18 9-Jun-23	Forecast 18 9-Jun-23	Week 18 Variance	Week 19 16-Jun-23	Forecast 19 16-Jun-23	Week 19 Variance
(4) Glass 8 Inc. (GL8)												
Receipts												
Accounts Receivable	19,871	140,000	(120,129)	17,832	175,000	(157,168)	226,131	175,000	51,131	57,075	175,000	(117,925)
Bank Bulge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	31,000	-	31,000	162,000	-	162,000	17,404	-	17,404	120,000	-	120,000
Total Receipts	50,871	140,000	(89,129)	179,832	175,000	4,832	243,535	175,000	68,535	177,075	175,000	2,075
Disbursements												
Accounts Payable (Vendor Payments)	79,008	65,000	14,008	24,968	65,000	(40,032)	148,753	66,856	81,897	28,669	68,950	(40,281)
Benefits / WCB / Life Insurance	6,438	7,000	(562)	5,528	-	5,528	-	7,000	(7,000)	14,148	15,000	(852)
GST / HST Remittance	2,059	-	2,059	-	15,000	(15,000)	395	-	395	-	-	-
Insurance	-	-	-	1,322	1,576	(253)	-	-	-	-	3,000	(3,000)
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	720	720	-	3,460	3,460	-	942	-	942	2,894	3,836	(942)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	152,592	174,248	(21,656)	-	-	-	147,176	170,000	(22,824)
Rent / Property Taxes	-	-	-	-	-	-	-	-	-	3,712	-	3,712
Transfers to Other Entities	-	-	-	-	-	-	36,000	-	36,000	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	224	-	224	2	-	2	3	-	3	2	-	2
Total Disbursements	88,449	72,720	15,729	187,873	259,284	(71,411)	186,093	73,856	112,236	196,600	260,786	(64,186)
Net Cash Inflows / (Outflows)	(37,578)	67,280	(104,858)	(8,041)	(84,284)	76,243	57,442	101,144	(43,701)	(19,525)	(85,786)	66,261
(5) National Interiors (2021) Inc. (NTI)												
Receipts												
Accounts Receivable	825	20,000	(19,175)	6,356	25,000	(18,644)	65,899	25,000	40,899	6,909	25,000	(18,091)
Bank Bulge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	46,000	-	46,000	5,000	-	5,000	5,000	-	5,000
Total Receipts	825	20,000	(19,175)	52,356	25,000	27,356	70,899	25,000	45,899	11,909	25,000	(13,091)
Disbursements												
Accounts Payable (Vendor Payments)	5,600	10,619	(5,019)	3,050	10,263	(7,213)	15,579	10,000	5,579	24,761	10,000	14,761
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	-	-	2,000	(2,000)
GST / HST Remittance	193	-	193	-	2,000	(2,000)	1,518	-	1,518	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	358	358	-	2,288	2,288	-	-	-	-	-	-	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	45,400	30,000	15,400	-	-	-	32,442	30,000	2,442
Rent / Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	1,000	-	1,000	-	-	-	-	-	-	202	-	202
Utilities	-	-	-	-	1,200	(1,200)	-	-	-	-	-	-
Visa (Credit Card) / Loan	203	-	203	32	-	32	-	-	-	-	-	-
Total Disbursements	7,354	10,977	(3,623)	50,770	45,751	5,019	17,096	10,000	7,096	57,405	42,000	15,405
Net Cash Inflows / (Outflows)	(6,529)	9,023	(15,552)	1,586	(20,751)	22,337	53,803	15,000	38,803	(45,495)	(17,000)	(28,495)
(6) Polar Windows Canada Ltd. (PLW)												
Receipts												
Accounts Receivable	46,907	40,000	6,907	13,672	50,000	(36,328)	28,735	50,000	(21,265)	17,875	50,000	(32,125)
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	15,000	-	15,000	-	-	-	15,000	-	15,000
Total Receipts	46,907	40,000	6,907	28,672	50,000	(21,328)	28,735	50,000	(21,265)	32,875	50,000	(17,125)
Disbursements												
Accounts Payable (Vendor Payments)	9,224	10,000	(776)	6,518	12,000	(5,482)	6,128	10,000	(3,872)	7,872	10,000	(2,128)
Benefits / WCB / Life Insurance	5,126	-	5,126	-	-	-	-	-	-	-	6,000	(6,000)
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	753	753	-	9,922	-	9,922	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	12,327	1,725	10,602	-	1,254	(1,254)	-	-	-	764	10,602	(9,838)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions / Commissions	1,099	-	1,099	34,249	46,300	(12,051)	-	-	-	-	46,300	(46,300)
Rent / Property Taxes	21,523	-	21,523	11,512	32,193	(20,681)	-	-	-	-	-	-
Transfers to Other Entities	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	35	-	35	230	70	159	-	-	-	-	-	-
Total Disbursements	49,333	11,725	37,608	53,261	92,571	(39,309)	16,050	10,000	6,050	8,636	72,902	(64,266)
Net Cash Inflows / (Outflows)	(2,426)	28,275	(30,701)	(24,590)	(42,571)	17,981	12,685	40,000	(27,315)	24,240	(22,902)	47,142
Net Cash Inflows / (Outflows) - Consolidated	(142,460)	120,522	(262,982)	(190,034)	(224,294)	34,260	227,647	246,454	(18,806)	79,446	35,812	43,634
Restructuring Costs	-	(210,000)	210,000	-	(30,000)	30,000	-	(210,000)	210,000	-	(10,000)	10,000
Potential Trust Obligations	-	-	-	-	-	-	-	-	-	(34,000)	-	(34,000)
Opening DIP Availability	576,628	(489,293)	-	434,168	(578,771)	-	244,134	(833,065)	-	471,782	(796,611)	-
Closing DIP Availability	434,168	(578,771)	-	244,134	(833,065)	-	471,782	(796,611)	-	517,228	(770,800)	-

Accurate Group of Companies
Cash Flow Projection - Opco
For the Week Ended

	Week 20 23-Jun-23	Forecast 20 23-Jun-23	Week 20 Variance	Week 21 30-Jun-23	Forecast 21 30-Jun-23	Week 21 Variance	Week 22 7-Jul-23	Forecast 22 7-Jul-23	Week 22 Variance	Actual 7 to 22 Total	Forecast 7 to 22 Total	Week 7 to 22 Variance
(1) AllWeather Windows & Doors (ALW)												
Receipts												
Accounts Receivable	199,552	200,000	(448)	180,566	200,000	(19,434)	168,202	160,000	8,202	3,694,733	3,420,016	274,716
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	5,443	-	5,443	-	-	-	-	-	-	67,443	-	67,443
Total Receipts	204,995	200,000	4,995	180,566	200,000	(19,434)	168,202	160,000	8,202	3,762,176	3,420,016	342,159
Disbursements												
Accounts Payable (Vendor Payments)	31,158	30,000	1,158	27,986	36,423	(8,437)	24,086	35,000	(10,914)	630,204	620,229	9,975
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	14,000	(14,000)	38,180	54,814	(16,635)
GST / HST Remittance	-	-	-	-	130,000	(130,000)	-	-	-	308,417	509,180	(200,763)
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	2,090	(2,090)	-	-	-	-	-	-	6,269	6,269	-
Merchant Cash Advance (daily auto payments)	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	607	-	607	60,204	60,000	204	-	-	-	636,553	744,281	(107,728)
Rent / Property Taxes	-	-	-	24,101	24,101	-	-	-	-	96,402	96,402	-
Transfers to Other Entities	215,800	65,000	150,800	40,000	65,000	(25,000)	120,000	65,000	55,000	1,997,004	1,061,087	935,917
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	735	500	235	-	-	-	6	15,000	(14,994)	2,935	74,076	(71,141)
Total Disbursements	248,300	97,590	150,711	152,291	315,523	(163,232)	144,092	129,000	15,092	3,715,963	3,166,338	549,625
Net Cash Inflows / (Outflows)	(43,305)	102,410	(145,716)	28,275	(115,523)	143,798	24,110	31,000	(6,890)	46,213	253,679	(207,466)
(2) Allco Windows & Doors (ALC)												
Receipts												
Accounts Receivable (Sallyport Factoring)	250,750	250,000	750	230,250	250,000	(19,750)	145,500	190,000	(44,500)	2,664,596	3,520,500	(855,904)
Deposits	45,347	50,000	(4,653)	37,586	50,000	(12,414)	112,504	40,000	72,504	801,439	718,447	82,992
Sally Port	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	110,000	65,000	45,000	15,000	65,000	(50,000)	160,500	65,000	95,500	1,624,500	995,000	629,500
Total Receipts	406,097	365,000	41,097	282,836	365,000	(82,164)	418,504	295,000	123,504	5,090,535	5,233,947	(143,412)
Disbursements												
Accounts Payable (Vendor Payments)	246,934	234,000	12,934	214,644	233,500	(18,856)	146,076	208,500	(62,424)	2,879,545	3,224,785	(345,240)
Benefits / WCB / Life Insurance	4,340	4,000	340	35	-	35	4,246	-	4,246	126,789	28,231	98,558
GST / HST Remittance	-	-	-	-	-	-	-	-	-	45,246	118,518	(73,272)
Insurance	-	-	-	7,190	7,190	-	-	7,190	(7,190)	31,298	57,521	(26,223)
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	1,951	16,951	(15,000)	-	-	-	48,084	52,805	(4,722)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	165,307	185,000	(19,693)	-	-	-	175,280	200,000	(24,720)	1,402,261	1,471,444	(69,183)
Rent / Property Taxes	-	-	-	-	45,000	(45,000)	49,435	-	49,435	139,857	167,765	(27,908)
Transfers to Other Entities	807	-	807	50,644	-	50,644	35,000	-	35,000	331,976	1,879	330,097
Utilities	3,213	3,000	213	-	-	-	13,783	11,000	2,783	80,920	96,534	(15,614)
Visa (Credit Card) / Loan	-	-	-	-	-	-	-	-	-	829	-	829
Total Disbursements	420,601	426,000	(5,399)	274,464	302,641	(28,177)	423,821	426,690	(2,869)	5,086,806	5,219,483	(132,677)
Net Cash Inflows / (Outflows)	(14,504)	(61,000)	46,496	8,372	62,359	(53,987)	(5,316)	(131,690)	126,374	3,729	14,464	(10,735)
(3) Accurate Dorwin (2000) Inc. (ADI)												
Receipts												
Accounts Receivable	144,754	175,000	(30,246)	411,605	175,000	236,605	147,286	140,000	7,286	3,280,389	3,088,136	192,254
DIP	(105,460)	-	(105,460)	107,633	-	107,633	-	-	-	1,132,633	-	1,132,633
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	110,648	-	110,648	61,644	-	61,644	55,000	-	55,000	899,689	134,540	765,149
Transfers from USD	-	-	-	60,227	-	60,227	59,832	-	59,832	277,282	(33,969)	311,251
Total Receipts	149,942	175,000	(25,058)	641,109	175,000	466,109	262,117	140,000	122,117	5,589,993	3,188,707	2,401,287
Disbursements												
Accounts Payable (Vendor Payments)	59,246	80,000	(20,754)	415,080	80,000	335,080	86,837	80,000	6,837	2,486,745	1,272,990	1,213,755
Benefits / WCB / Life Insurance	-	-	-	-	-	-	3,063	-	3,063	46,526	45,000	1,526
GST / HST Remittance	-	15,000	(15,000)	-	15,000	(15,000)	-	-	-	37,583	118,139	(80,556)
Insurance	7,252	-	7,252	-	-	-	2,160	-	2,160	9,412	-	9,412
Interest	-	-	-	14,121	15,000	(879)	-	-	-	47,874	60,000	(12,126)
Lease Payments	1,288	1,288	-	923	923	-	4,639	4,639	-	27,401	27,401	0
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	111,904	130,000	(18,096)	-	-	-	860,635	1,020,935	(160,300)
Rent / Property Taxes	-	-	-	36,760	36,760	-	43,519	7,994	35,525	177,860	179,014	(1,154)
Transfers to Other Entities	20,000	-	20,000	120,000	-	120,000	75,661	-	75,661	1,115,761	150,592	965,170
Utilities	1,458	-	1,458	4,611	5,000	(389)	7,945	4,130	3,815	48,752	36,521	12,231
Visa (Credit Card) / Loan	1,547	-	1,547	72	-	72	715	-	715	8,509	1,049	7,460
Total Disbursements	90,791	96,288	(5,496)	666,711	282,683	384,029	224,539	96,763	127,775	4,867,058	2,911,640	1,955,418
Net Cash Inflows / (Outflows)	59,151	78,712	(19,562)	(25,602)	(107,683)	82,081	37,579	43,237	(5,658)	722,936	277,067	445,869

	Week 20 23-Jun-23	Forecast 20 23-Jun-23	Week 20 Variance	Week 21 30-Jun-23	Forecast 21 30-Jun-23	Week 21 Variance	Week 22 7-Jul-23	Forecast 22 7-Jul-23	Week 22 Variance	Actual 7 to 22 Total	Forecast 7 to 22 Total	Week 7 to 22 Variance
(4) Glass 8 Inc. (GL8)												
Receipts												
Accounts Receivable	29,672	175,000	(145,328)	97,230	175,000	(77,770)	109,437	140,000	(30,563)	2,190,973	2,854,551	(663,577)
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	5,000	-	5,000	160,000	-	160,000	37,000	-	37,000	928,120	138,216	789,904
Total Receipts	34,672	175,000	(140,328)	257,230	175,000	82,230	146,437	140,000	6,437	3,119,093	2,992,766	126,327
Disbursements												
Accounts Payable (Vendor Payments)	41,248	65,788	(24,540)	67,706	65,000	2,706	97,393	66,856	30,537	1,569,766	1,066,556	503,210
Benefits / WCB / Life Insurance	-	7,000	(7,000)	-	-	-	6,196	7,000	(804)	104,483	110,296	(5,813)
GST / HST Remittance	-	15,000	(15,000)	-	15,000	(15,000)	-	-	-	11,669	117,769	(106,100)
Insurance	-	-	-	-	-	-	1,201	1,576	(375)	13,322	16,253	(2,931)
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	720	(720)	-	-	-	3,460	3,460	-	27,512	28,232	(720)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	-	-	160,169	174,248	(14,079)	718	-	718	1,218,335	1,401,766	(183,431)
Rent / Property Taxes	-	-	-	3,712	-	3,712	-	-	-	14,847	3,712	11,135
Transfers to Other Entities	-	-	-	30,000	-	30,000	11,000	-	11,000	226,560	60,000	166,560
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	258	-	258	2	-	2	-	-	-	496	-	496
Total Disbursements	41,506	88,508	(47,002)	261,589	254,248	7,341	119,971	78,892	41,078	3,186,989	2,804,584	382,405
Net Cash Inflows / (Outflows)	(6,834)	86,492	(93,326)	(4,359)	(79,248)	74,889	26,466	61,108	(34,641)	(67,896)	188,182	(256,079)
(5) National Interiors (2021) Inc. (NTI)												
Receipts												
Accounts Receivable	52,702	25,000	27,702	42,253	25,000	17,253	-	20,000	(20,000)	510,140	484,901	25,239
Bank Budge	-	-	-	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	-	-	-	1,000	-	1,000	173,724	5,000	168,724
Total Receipts	52,702	25,000	27,702	42,253	25,000	17,253	1,000	20,000	(19,000)	683,865	489,901	193,964
Disbursements												
Accounts Payable (Vendor Payments)	5,963	10,000	(4,037)	4,796	10,619	(5,824)	34	10,263	(10,229)	183,536	159,225	24,311
Benefits / WCB / Life Insurance	-	-	-	-	-	-	-	-	-	3,629	6,000	(2,371)
GST / HST Remittance	-	3,000	(3,000)	-	2,000	(2,000)	-	-	-	3,040	17,500	(14,460)
Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	-	1,209	1,209	-	1,437	1,437	-	10,584	10,584	-
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	4,658	-	4,658	25,153	30,000	(4,847)	22,038	-	22,038	286,547	237,825	48,722
Rent / Property Taxes	-	-	-	-	-	-	-	-	-	22,814	11,407	11,407
Transfers to Other Entities	5,000	-	5,000	30,000	-	30,000	-	-	-	164,202	19,000	145,202
Utilities	581	-	581	-	1,200	(1,200)	-	-	-	4,477	4,800	(323)
Visa (Credit Card) / Loan	-	-	-	-	-	-	-	-	-	472	68	404
Total Disbursements	16,202	13,000	3,202	61,157	45,028	16,129	23,509	11,700	11,809	679,300	466,409	212,892
Net Cash Inflows / (Outflows)	36,501	12,000	24,501	(18,904)	(20,028)	1,124	(22,509)	8,300	(30,809)	4,564	23,492	(18,928)
(6) Polar Windows Canada Ltd. (PLW)												
Receipts												
Accounts Receivable	25,167	50,000	(24,833)	25,272	50,000	(24,728)	29,329	40,000	(10,671)	469,868	755,077	(285,209)
Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	15,000	-	15,000	34,000	-	34,000	12,661	-	12,661	193,209	42,000	151,209
Total Receipts	40,167	50,000	(9,833)	59,272	50,000	9,272	41,990	40,000	1,990	663,076	797,077	(134,000)
Disbursements												
Accounts Payable (Vendor Payments)	7,925	10,000	(2,075)	2,930	12,000	(9,070)	14,711	10,000	4,711	109,005	178,866	(69,861)
Benefits / WCB / Life Insurance	-	-	-	5,647	-	5,647	-	-	-	16,201	18,000	(1,799)
GST / HST Remittance	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	951	951	-	-	-	-	-	753	(753)	15,032	5,863	9,169
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Lease Payments	1,194	1,194	-	1,345	1,725	(380)	11,365	1,254	10,111	44,964	47,307	(2,344)
Merchant Cash Advance	-	-	-	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions / Commissions	1,099	-	1,099	38,424	46,300	(7,876)	-	-	-	286,197	375,746	(89,549)
Rent / Property Taxes	-	-	-	10,671	-	10,671	21,523	32,193	(10,671)	133,549	164,902	(31,352)
Transfers to Other Entities	4,484	-	4,484	-	-	-	24,500	-	24,500	51,182	22,198	28,984
Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	35	-	35	-	-	-	857	70	787	1,686	316	1,370
Total Disbursements	15,689	12,145	3,543	59,017	60,025	(1,008)	72,956	44,271	28,685	657,816	813,198	(155,382)
Net Cash Inflows / (Outflows)	24,478	37,855	(13,376)	255	(10,025)	10,280	(30,966)	(4,271)	(26,696)	5,261	(16,121)	21,382
Net Cash Inflows / (Outflows) - Consolidated	55,487	256,469	(200,982)	(11,963)	(270,149)	258,186	29,363	7,683	21,681	714,806	740,763	(25,957)
Restructuring Costs	-	(180,000)	180,000	-	(5,000)	5,000	-	(175,000)	175,000	(335,000)	(1,865,000)	1,530,000
Potential Trust Obligations	-	-	-	-	-	-	-	-	-	(77,131)	(300,000)	222,869
Opening DIP Availability	517,228	(770,800)	-	572,714	(694,331)	-	560,751	(969,479)	-	287,440	287,440	-
Closing DIP Availability	572,714	(694,331)	-	560,751	(969,479)	-	590,115	(1,136,797)	-	590,115	(1,136,797)	-

Appendix M – Revised Cash Flow Forecast for the Period July 10, 2023 to September 1, 2023

Accurate Group of Companies
Cash Flow Projection - Consolidated
For the Week Ended

		Notes	Week 23 14-Jul-23	Week 24 21-Jul-23	Week 25 28-Jul-23	Week 26 4-Aug-23	Week 27 11-Aug-23	Week 28 18-Aug-23	Week 29 25-Aug-23	Week 30 1-Sep-23	Actual 23 to 30 Total
Consolidated											
Receipts											
	Accounts Receivable	1	756,290	1,047,570	864,886	745,000	656,000	770,000	770,000	770,000	6,379,746
	Deposits	2	65,598	50,000	50,000	50,000	40,000	50,000	50,000	50,000	405,598
	Transfers from Other Entities		458,002	-	-	-	-	-	-	-	458,002
	Total Receipts		1,279,890	1,097,570	914,886	795,000	696,000	820,000	820,000	820,000	7,243,345
Disbursements											
	Accounts Payable (Vendors) and Misc. Payments	3	582,424	340,763	416,206	432,066	299,774	289,100	289,100	313,049	2,962,482
	Bank Bulge Retirement (TD)		-	107,633	-	-	-	-	-	-	107,633
	Benefits / WCB / DC Pension / Union Dues	4	66,490	18,500	4,500	11,500	35,000	49,200	4,500	11,500	201,190
	GST / HST Remittances	5	7,667	201,020	148,814	23,359	-	32,000	-	192,000	604,860
	Insurance	6	14,514	3,951	9,350	2,328	-	3,951	-	2,912	37,006
	Interest	7	-	-	-	15,000	-	-	-	15,000	30,000
	Lease Payments	8	5,126	29,161	27,808	10,301	942	14,151	6,091	35,461	129,041
	Payroll / Source Deductions / Commissions	9	528,966	271,216	400,000	210,844	335,000	268,000	326,099	225,844	2,565,969
	Rent / Property Taxes	10	3,712	32,193	24,101	44,754	3,712	32,582	-	68,854	209,907
	Transfers to Other Entities		458,002	-	-	-	-	-	-	-	458,002
	Utilities	4	6,174	7,000	-	25,111	-	-	-	25,111	63,396
	Visa (Credit Card) / Loan	11	12,696	2,500	69,486	16,675	-	2,000	-	1,675	105,031
	Total Disbursements		1,685,772	1,013,937	1,100,264	791,937	674,428	688,985	627,790	891,405	7,474,518
	Net Cash Inflows / (Outflows)		(405,882)	83,633	(185,378)	3,063	21,572	131,015	192,210	(71,405)	(231,173)
Net Cash Flows by Opco											
	AllWeather Windows & Doors (ALW)		(114,221)	29,373	(114,187)	109,677	75,400	79,400	142,310	(6,149)	201,605
	Allsco Windows & Doors (ALC)		(25,030)	(188,187)	3,132	(100,000)	90,500	(86,000)	87,000	(163,951)	(382,536)
	Accurate Dorwin (2000) Inc. (ADI)		(138,394)	193,426	11,521	(65,130)	(55,274)	119,345	6,444	36,447	108,384
	Glass & Inc. (GL8)		(79,079)	56,061	(100,939)	50,406	(95,054)	32,106	(75,720)	45,967	(166,252)
	National Interiors (2021) Inc. (NTI)		(18,904)	14,000	40,086	(13,700)	1,000	(13,700)	20,000	(30,528)	(1,747)
	Polar Windows Canada Ltd. (PLW)		(30,253)	(21,040)	(24,992)	21,809	5,000	(135)	12,176	46,809	9,374
	Total		(405,882)	83,633	(185,378)	3,063	21,572	131,015	192,210	(71,405)	(231,173)
Restructuring Costs											
	Accurate Group's Legal Counsel	12	-	-	-	-	-	(260,000)	-	(50,000)	(310,000)
	Monitor	12	-	-	-	-	-	(310,000)	-	(100,000)	(410,000)
	Monitor's Legal Counsel	12	-	-	-	-	-	(200,000)	-	(75,000)	(275,000)
	DIP Fees / Interest		-	-	-	-	-	-	-	-	-
	KERP	13	-	-	-	-	-	(125,000)	-	-	(125,000)
	Contingency	14	-	-	-	-	-	(50,000)	-	(50,000)	(100,000)
	Total		-	-	-	-	-	(945,000)	-	(275,000)	(1,220,000)
	DIP Facility Repayment		-	-	-	-	-	-	-	-	-
	Net Cash Inflows / (Outflows) - Consolidated		(405,882)	83,633	(185,378)	3,063	21,572	131,015	192,210	(71,405)	(231,173)
	Restructuring Costs		-	-	-	-	-	(945,000)	-	(275,000)	(1,220,000)
	Potential Trust / Lien Obligations	15	-	-	-	-	-	-	-	-	-
	Opening DIP Availability	16	440,115	34,232	117,865	(67,513)	(64,451)	(42,879)	(856,863)	(664,653)	440,115
	Closing DIP Availability		34,232	117,865	(67,513)	(64,451)	(42,879)	(856,863)	(664,653)	(1,011,058)	(1,011,058)

Notes and Assumptions

Disclaimer

In preparing the Cash Flow Forecast, the Applicants have relied on unaudited internal financial information and have not attempted to verify the accuracy or completeness of such information. The Cash Flow Forecast includes the assumptions detailed below with respect to the requirements and impact of the ongoing CCAA proceedings. Since the Cash Flow Forecast is based on assumptions about future events that are not ascertainable, the actual results achieved may vary, even if the assumptions materialize, and such variations may be material. There is no representation, warranty, or other assurance that any of the estimates or forecasts will be realized.

- (1) Opcos continue in the ordinary course of operations and disruptions to projects (i.e. liens, supply issues, delays, etc.) are minimized, and customers continue to pay in accordance with the project terms. Sallyport continues factoring accounts receivable for Allsco and Alweather in accordance with the current agreement.
- (2) Deposits are received in the ordinary course for new residential projects.
- (3) Critical suppliers continue to supply products on a cash on delivery (COD) and/or cash in advance (CIA) basis.
- (4) Payments expected to continue in the ordinary course of operations.
- (5) Tax remittances will continue on a monthly basis.
- (6) Monthly insurance premiums will continue in the ordinary course.
- (7) Interest payments associated with the present advance under the DIP Facility.
- (8) Lease payments for certain vehicles and office equipment will continue in the ordinary course.
- (9) Salaries, wages, and contract workers are paid in the ordinary course of operations and there is limited turnover.
- (10) Monthly rental payments for the thirteen (13) leased locations will continue in the ordinary course.
- (11) Ongoing credit card transaction/processing fees.
- (12) Estimated based on expenses already incurred and future expenses pertaining to professional services to be provided during the CCAA proceedings (i.e. ongoing monitoring, the July 21, 2023 Court hearing, closing of the sale transaction, etc.)
- (13) Payments associated with a key employee retention plan (KERP).
- (14) Contingency for unforeseen events impacting the Applicants operations and cash flow projections.
- (15) The Applicants are holding approximately \$77,131 on account of potential trust obligations (previously deducted from the DIP availability).
- (16) Opening DIP availability has been notionally adjusted by \$150,000 to account for funds held by the Applicants for payment of professional fees / GST (pending Court approval).

Accurate Group of Companies
Cash Flow Projection - Opco
For the Week Ended

	Week 23 14-Jul-23	Week 24 21-Jul-23	Week 25 28-Jul-23	Week 26 4-Aug-23	Week 27 11-Aug-23	Week 28 18-Aug-23	Week 29 25-Aug-23	Week 30 1-Sep-23	Actual 23 to 30 Total
(1) AllWeather Windows & Doors (ALW)									
Receipts									
Accounts Receivable	390,834	285,000	175,000	175,000	140,000	175,000	175,000	175,000	1,690,834
Deposits	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	-	-	-	-	-	-	-	-	-
Total Receipts	390,834	285,000	175,000	175,000	140,000	175,000	175,000	175,000	1,690,834
Disbursements									
Accounts Payable (Vendor Payments)	89,089	30,600	30,600	50,323	50,600	30,600	30,600	37,048	349,460
Benefits / WCB / Life Insurance	13,227	-	-	-	14,000	-	-	-	27,227
GST / HST Remittance	-	125,321	120,000	-	-	-	-	120,000	365,321
Interest	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Lease Payments	-	2,090	-	-	-	-	2,090	-	4,179
Merchant Cash Advance (daily auto payments)	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	117,738	97,116	60,000	-	-	65,000	-	-	339,854
Rent / Property Taxes	-	-	24,101	-	-	-	-	24,101	48,201
Transfers to Other Entities	285,000	-	-	-	-	-	-	-	285,000
Utilities	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	-	500	54,486	15,000	-	-	-	-	69,986
Total Disbursements	505,055	255,627	289,187	65,323	64,600	95,600	32,690	181,149	1,489,229
Net Cash Inflows / (Outflows)	(114,221)	29,373	(114,187)	109,677	75,400	79,400	142,310	(6,149)	201,605
(2) Allsco Windows & Doors (ALC)									
Receipts									
Accounts Receivable (Sallyport Factoring)	149,650	290,000	268,000	250,000	240,000	250,000	250,000	250,000	1,947,650
Deposits	65,598	50,000	50,000	50,000	40,000	50,000	50,000	50,000	405,598
Sally Port	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	148,000	-	-	-	-	-	-	-	148,000
Total Receipts	363,248	340,000	318,000	300,000	280,000	300,000	300,000	300,000	2,501,248
Disbursements									
Accounts Payable (Vendor Payments)	288,122	277,418	235,412	208,500	168,500	208,500	208,500	208,500	1,803,453
Benefits / WCB / Life Insurance	25,773	4,500	4,500	4,500	21,000	4,500	4,500	4,500	73,773
GST / HST Remittance	-	53,002	28,814	-	-	-	-	40,000	121,816
Insurance	14,380	-	7,190	-	-	-	-	-	21,570
Interest	-	-	-	-	-	-	-	-	-
Lease Payments	-	13,267	23,951	-	-	-	-	23,951	61,170
Merchant Cash Advance	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	-	173,000	-	173,000	-	173,000	-	173,000	692,000
Rent / Property Taxes	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	57,002	-	-	-	-	-	-	-	57,002
Utilities	3,000	7,000	-	14,000	-	-	-	14,000	38,000
Visa (Credit Card) / Loan	-	-	15,000	-	-	-	-	-	15,000
Total Disbursements	388,278	528,187	314,868	400,000	189,500	386,000	213,000	463,951	2,883,784
Net Cash Inflows / (Outflows)	(25,030)	(188,187)	3,132	(100,000)	90,500	(86,000)	87,000	(163,951)	(382,536)
(3) Accurate Dorwin (2000) Inc. (ADI)									
Receipts									
Accounts Receivable	143,072	328,636	236,000	175,000	140,000	175,000	175,000	175,000	1,547,708
DIP	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	105,002	-	-	-	-	-	-	-	105,002
Transfers from USD	-	-	-	-	-	-	-	-	-
Total Receipts	248,074	328,636	236,000	175,000	140,000	175,000	175,000	175,000	1,652,710
Disbursements									
Accounts Payable (Vendor Payments)	60,833	14,575	81,396	153,996	60,274	25,000	25,000	41,619	462,693
Bulge Repayment	-	107,633	-	-	-	-	-	-	107,633
Benefits / WCB / Life Insurance	6,570	-	-	-	-	15,000	-	-	21,570
GST / HST Remittance	6,359	9,713	-	6,359	-	15,000	-	15,000	52,432
Insurance	-	-	2,160	-	-	-	-	2,160	4,319
Interest	-	-	-	15,000	-	-	-	15,000	30,000
Lease Payments	-	1,288	923	4,639	-	655	1,556	4,639	13,700
Merchant Cash Advance	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	209,433	-	140,000	4,271	135,000	-	140,000	4,271	632,976
Rent / Property Taxes	-	-	-	44,754	-	-	-	44,754	89,507
Transfers to Other Entities	91,000	-	-	-	-	-	-	-	91,000
Utilities	3,174	-	-	11,111	-	-	-	11,111	25,396
Visa (Credit Card) / Loan	9,100	2,000	-	-	-	-	2,000	-	13,100
Total Disbursements	386,469	135,210	224,479	240,130	195,274	55,655	168,556	138,553	1,544,326
Net Cash Inflows / (Outflows)	(138,394)	193,426	11,521	(65,130)	(55,274)	119,345	6,444	36,447	108,384

	Week 23 14-Jul-23	Week 24 21-Jul-23	Week 25 28-Jul-23	Week 26 4-Aug-23	Week 27 11-Aug-23	Week 28 18-Aug-23	Week 29 25-Aug-23	Week 30 1-Sep-23	Actual 23 to 30 Total
(4) Glass 8 Inc. (GL8)									
Receipts									
Accounts Receivable	51,262	102,934	100,000	100,000	80,000	100,000	100,000	100,000	734,196
Bank Bulge	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	99,000	-	-	-	-	-	-	-	99,000
Total Receipts	150,262	102,934	100,000	100,000	80,000	100,000	100,000	100,000	833,196
Disbursements									
Accounts Payable (Vendor Payments)	33,553	18,169	50,939	18,985	20,400	25,000	25,000	25,000	217,045
Benefits / WCB / Life Insurance	17,813	14,000	-	7,000	-	22,000	-	7,000	67,813
GST / HST Remittance	794	10,984	-	15,000	-	15,000	-	15,000	56,778
Insurance	134	3,000	-	1,576	-	3,000	-	-	7,710
Interest	-	-	-	-	-	-	-	-	-
Lease Payments	4,557	720	-	3,460	942	2,894	720	3,460	16,755
Merchant Cash Advance	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	143,774	-	150,000	3,573	150,000	-	150,000	3,573	600,919
Rent / Property Taxes	3,712	-	-	-	3,712	-	-	-	7,424
Transfers to Other Entities	25,000	-	-	-	-	-	-	-	25,000
Utilities	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	5	-	-	-	-	-	-	-	5
Total Disbursements	229,341	46,873	200,939	49,594	175,054	67,894	175,720	54,033	999,448
Net Cash Inflows / (Outflows)	(79,079)	56,061	(100,939)	50,406	(95,054)	32,106	(75,720)	45,967	(166,252)
(5) National Interiors (2021) Inc. (NTI)									
Receipts									
Accounts Receivable	382	16,000	60,886	20,000	16,000	20,000	20,000	20,000	173,268
Bank Bulge	-	-	-	-	-	-	-	-	-
Deposits	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	82,000	-	-	-	-	-	-	-	82,000
Total Receipts	82,382	16,000	60,886	20,000	16,000	20,000	20,000	20,000	255,268
Disbursements									
Accounts Payable (Vendor Payments)	68,756	-	4,591	263	-	-	-	882	74,492
Benefits / WCB / Life Insurance	1,900	-	-	-	-	1,700	-	-	3,600
GST / HST Remittance	514	2,000	-	2,000	-	2,000	-	2,000	8,514
Insurance	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
Lease Payments	-	-	1,209	1,437	-	-	-	-	5,292
Merchant Cash Advance	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions	28,130	-	15,000	30,000	15,000	30,000	-	45,000	163,130
Rent / Property Taxes	-	-	-	-	-	-	-	-	-
Transfers to Other Entities	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	1,987	-	-	-	-	-	-	-	1,987
Total Disbursements	101,287	2,000	20,800	33,700	15,000	33,700	-	50,528	257,015
Net Cash Inflows / (Outflows)	(18,904)	14,000	40,086	(13,700)	1,000	(13,700)	20,000	(30,528)	(1,747)
(6) Polar Windows Canada Ltd. (PLW)									
Receipts									
Accounts Receivable	21,090	25,000	25,000	25,000	40,000	50,000	50,000	50,000	286,090
Deposits	-	-	-	-	-	-	-	-	-
Transfers from Other Entities	24,000	-	-	-	-	-	-	-	24,000
Total Receipts	45,090	25,000	25,000	25,000	40,000	50,000	50,000	50,000	310,090
Disbursements									
Accounts Payable (Vendor Payments)	42,072	-	13,267	-	-	-	-	-	55,339
Benefits / WCB / Life Insurance	1,207	-	-	-	-	6,000	-	-	7,207
GST / HST Remittance	-	-	-	-	-	-	-	-	-
Insurance	-	951	-	753	-	951	-	753	3,407
Interest	-	-	-	-	-	-	-	-	-
Lease Payments	569	11,796	1,725	764	-	10,602	1,725	764	27,945
Merchant Cash Advance	-	-	-	-	-	-	-	-	-
Payroll / Source Deductions / Commissions	29,891	1,099	35,000	-	35,000	-	36,099	-	137,089
Rent / Property Taxes	-	32,193	-	-	-	32,582	-	-	64,776
Transfers to Other Entities	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-
Visa (Credit Card) / Loan	1,604	-	-	1,675	-	-	-	1,675	4,953
Total Disbursements	75,343	46,040	49,992	3,191	35,000	50,135	37,824	3,191	300,716
Net Cash Inflows / (Outflows)	(30,253)	(21,040)	(24,992)	21,809	5,000	(135)	12,176	46,809	9,374
Net Cash Inflows / (Outflows) - Consolidated	(405,882)	83,633	(185,378)	3,063	21,572	131,015	192,210	(71,405)	(231,173)
Restructuring Costs	-	-	-	-	-	(945,000)	-	(275,000)	(1,220,000)
Potential Trust Obligations	-	-	-	-	-	-	-	-	-
Opening DIP Availability	440,115	34,232	117,865	(67,513)	(64,451)	(42,879)	(856,863)	(664,653)	440,115
Closing DIP Availability	34,232	117,865	(67,513)	(64,451)	(42,879)	(856,863)	(664,653)	(1,011,058)	(1,011,058)

Appendix N – Fees and Disbursements of the Monitor

**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.**

SUMMARY OF MONITOR FEES AND DISBURSEMENTS

Date	Invoice #	Fees	Disbursements	GST	Total	Hours
14-Apr-23	8003491798	\$ 80,750	\$ -	\$ 4,038	\$ 84,788	163.2
23-May-23	8003614509	70,065	1,964	3,601	75,631	139.9
14-Jun-23	8003690807	42,880	-	2,144	45,024	82.2
12-Jul-23	8003769105	39,705	-	1,985	41,690	72.9
Total		\$ 233,400	\$ 1,964	\$ 11,768	\$ 247,132	458.2



Invoice 8003491798

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Stephen Segal
Glass 8 Inc.
1535 Seel Avenue
Winnipeg MB R3T 1C6
Canada

Tel:(204)942-0051
Fax:(204)947-9390
www.deloitte.ca

Date: April 14, 2023
Client No.: 1216915
WBS#: ACC00723
Engagement Partner: Brent Warga

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For the work performed in accordance with the Court Orders dated February 10, 2023 and February 14, 2023 in respect of the Accurate Group CCAA proceedings.

Time incurred for the period March 27, 2023 to April 12, 2023.

B. Warga - Partner - 93.4 hrs: 51,370.00
D. Crocker - Partner - 1.4 hrs: 770.00
J. Fritz - Senior Manager - 52.5 hrs: 23,625.00
C. Knox - Manager - 7.0 hrs: 2,450.00
T. Dew - Senior Associate - 8.0 hrs: 2,400.00
R. Florea - Associate - 0.9 hrs: 135.00
Total (163.2 hrs): 80,750.00

GST applicable 80,750.00

Sales Tax

GST at 5.00 % 4,037.50

Total Amount Due (CAD) 84,787.50

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**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.
CCAA TIME SUMMARY
INVOICE NO: 8003491798**

Date	Name	Hours	Total	Description
3/27/2023	Warga, Brent	6.5	3,575.00	Cash call; call with NTI customer; updates to First Report; call with McDougall Gauley re: set-off; various correspondence to/from interested parties and stakeholders; call with J. Fritz re: file matters; discussions with S. Segal re: SISP.
3/28/2023	Fritz, John	2.6	1,170.00	Call with Counsel to the primary secured lender, the Companies, and the Monitor re: pending hearing matters; review of SISP, lien consolidation Order, SISP materials, First Monitor's Report; creditor enquiries.
3/28/2023	Warga, Brent	8.7	4,785.00	Cash call; review of SISP; review of lien consolidation order; calls with counsel(s) re: SISP and file matters; updates to First Report; updates to teaser; various file matters and discussions with S. Segal; updates to rolling forecast.
3/29/2023	Fritz, John	1.4	630.00	SISP and pending hearing materials; interested party enquiries.
3/29/2023	Warga, Brent	6.5	3,575.00	Cash call; review of lien consolidation order; review of SISP; updates to forecast to actual results; updates to rolling forecast; updates to First Report; call with TD Bank re: DIP; various correspondence with McDougall Gauley re: file matters.
3/30/2023	Fritz, John	4.2	1,890.00	Call with TD and Monitor re: status update; call with Applicant and counsel re: revised cash flow; pending hearing materials development.
3/30/2023	Warga, Brent	9.6	5,280.00	Cash call; drafting of Confidentiality Agreement; review of DIP; updates to rolling forecast with S. Segal; updates to report; various calls with TD Bank and MLT Aikins re: court materials, DIP, status update; call with counsel re: file matters.
3/31/2023	Fritz, John	5.3	2,385.00	Attendance at ADI and discussions with Management re: operations, cash flow, and SISP materials; preparation of data room; drafting hearing materials; calls with DIP lender; cash call participation; CRA correspondence.
3/31/2023	Warga, Brent	4.0	2,200.00	Call with TD; call with TD and counsel; discussions with S. Segal and F. Kim re: file matters.
4/1/2023	Fritz, John	2.5	1,125.00	Review of hearing materials and edits/revisions to same.
4/1/2023	Warga, Brent	5.1	2,805.00	Updates to First Report; updates to rolling forecast; updates to forecast to actual results; review of SISP amendments; review of DIP amendments; review of draft order; e-mail correspondence with counsels re: same.
4/2/2023	Fritz, John	2.6	1,170.00	Development of hearing materials and review of Affidavit of S. Segal.
4/2/2023	Warga, Brent	4.1	2,255.00	Updates to First Report; review of various e-mail correspondence to/from legal counsel re: file matters and court materials; review of Segal affidavit; updates to First Report.
4/2/2023	Crocker, Darren	1.0	550.00	Review first draft of report for QAR; review email and further revisions and finalize QAR review.
4/3/2023	Fritz, John	5.3	2,385.00	Review and input into hearing materials; cash call participation; finalize First Report including filing items; service matters.
4/3/2023	Warga, Brent	8.1	4,455.00	Cash call; review of various motion materials (amended SISP, amended DIP Agreement, S. Segal Affidavit, notice of motion); review of various e-mail correspondence re: Court materials; finalization and delivery of First Report; forecast to actual reporting.
4/4/2023	Florea, Ramona	0.4	60.00	Website updates.
4/4/2023	Fritz, John	4.0	1,800.00	Finalize service affidavit; SISP items; Order revision matters.
4/4/2023	Warga, Brent	6.5	3,575.00	Cash call; calls with MLT Aikins re: draft Order; meetings with F. Kim, C. Shale, and S. Segal re: data room and file matters; calls with F. Kim and Microsoft re: NTI system access; updates to forecast to actual reporting; various file correspondence.
4/5/2023	Fritz, John	4.7	2,115.00	SISP matters and advertising; compilation of interested parties list; calls with Companies' staff re: SISP process, data room materials, and monitoring matters.
4/5/2023	Warga, Brent	8.2	4,510.00	Cash call; attendance at Court hearing; meeting with F. Kim and C. Shale re: data room; various discussions with Applicants re: file matters.
4/6/2023	Fritz, John	5.7	2,565.00	SISP items; Interested parties compilation; public communications (print, newswire, website items); Applicant Director communication; data room matters; cash call.
4/6/2023	Warga, Brent	5.4	2,970.00	Cash call; various file matters with S. Segal; meeting with F. Kim re: data room; review of data room files; call with T. Morris re: SISP; discussions with J. Fritz re: advertisements (Newswire, Insolvency Insider, etc.); updates to forecast to actuals.
4/7/2023	Warga, Brent	3.6	1,980.00	Drafting of Newswire release; various e-mail correspondence with counsels; review of documents in data room; updates to Teaser and confidentiality agreement.
4/10/2023	Florea, Ramona	0.1	15.00	Website updates.
4/10/2023	Conorton, Laura	0.1	15.00	Website updates.
4/10/2023	Dew, Todd	2.5	750.00	Phone calls to prospective purchasers re: sale process.
4/10/2023	Knox, Christopher	4.0	1,400.00	Phone calls to prospective purchasers re: sale process.
4/10/2023	Fritz, John	4.9	2,205.00	SISP process; Interested parties correspondence; Newswire assistance to Applicants; direction to T. Dew and C. Knox; cash call.
4/10/2023	Warga, Brent	5.8	3,190.00	Cash call; meeting with F. Kim and C. Shale re: data room files; updates to Teaser; discussions with S. Segal re: file matters; updates to forecast to actual reporting; e-mail correspondence to/from TD.
4/10/2023	Crocker, Darren	0.3	165.00	QAR Non Disclosure Agreement.
4/11/2023	Dew, Todd	3.0	900.00	Phone calls to prospective purchasers re: sale process.
4/11/2023	Knox, Christopher	3.0	1,050.00	Phone calls to prospective purchasers re: sale process.
4/11/2023	Fritz, John	4.2	1,890.00	Contacting known potential bidders; direction to T. Dew and C. Knox; cash call participation; creditor enquiries; SISP notice items.
4/11/2023	Warga, Brent	6.2	3,410.00	Cash call; meeting with F. Kim and S. Segal re: financial information summaries for Teaser; discussions with S. Segal re: CRA; updates to Teaser; draft correspondence to TD.
4/11/2023	Crocker, Darren	0.1	55.00	QAR Teaser for SISP process.
4/12/2023	Florea, Ramona	0.3	45.00	Website updates.
4/12/2023	Dew, Todd	2.5	750.00	Phone calls to prospective purchasers re: sale process.
4/12/2023	Fritz, John	5.1	2,295.00	SISP process matters including identification of potential bidders; development of materials; and distribution of SISP information; cash call participation; lien claim matters.

**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.
 CCAA TIME SUMMARY
 INVOICE NO: 8003491798**

Date	Name	Hours	Total	Description
4/12/2023	Warga, Brent	5.1	2,805.00	Cash call; call with S. Segal and CRA; call with MLT Aikins re: various file matters and SISP materials; call with C. Frith re: same; call with J. Fritz re: Teaser distribution; finalization of Teaser with F. Kim; updates to forecast to actual results.
Total		163.2	\$ 80,750.00	



Invoice 8003614509

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Stephen Segal
Glass 8 Inc.
1535 Seel Avenue
Winnipeg MB R3T 1C6
Canada

Tel: (204) 942-0051
Fax: (204) 947-9390
www.deloitte.ca

Date: May 23, 2023
Client No.: 1216915
WBS#: ACC00723
Engagement Partner: Brent Warga

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For the work performed in accordance with the Court Orders dated February 10, 2023 and February 14, 2023 in respect of the Accurate Group CCAA proceedings.

Time incurred for the period April 13, 2023 to May 14, 2023.

B. Warga - Partner - 78.8 hrs: 43,340.00
J. Fritz - Senior Manager - 55.1 hrs: 24,795.00
C. Knox - Manager - 4.4 hrs: 1,540.00
T. Dew - Senior Associate - 1.0 hrs: 300.00
R. Florea - Associate - 0.6 hrs: 90.00
Total (139.9 hrs): 70,065.00

GST applicable 70,065.00

Expense

CCAA Advertising

GST applicable 1,964.11

Sales Tax

GST at 5.00 % 3,601.46

Total Amount Due (CAD) 75,630.57

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**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.
 CCAA TIME SUMMARY
 INVOICE NO: 8003614509**

Date	Name	Hours	Total	Description
4/13/2023	Conorton, Laura	0.2	30.00	Trust accounting.
4/13/2023	Fritz, John	3.9	1,755.00	Cash call participation; SISP matters - bidder qualification, distribution of SISP materials, and interested party enquiries.
4/13/2023	Warga, Brent	2.7	1,485.00	Cash call; discussion with J. Fritz re: file matters; e-mail correspondence to/from C. Frith re: file matters; correspondence with interested parties.
4/14/2023	Knox, Christopher	4.0	1,400.00	Final review of list and contact remaining potential buyers for sales and information process by phone, e-mail, or fax.
4/14/2023	Fritz, John	4.5	2,025.00	SISP matters re: potential and qualified bidder correspondence; director correspondence; creditor matters; data room access and compilation review; cash call.
4/14/2023	Warga, Brent	4.4	2,420.00	Cash call; updates to forecast to actual results; various e-mail correspondence re: file matters; calls with T. Morris and J. Fritz re: SISP matters; discussions with S. Segal re: file matters.
4/17/2023	Fritz, John	6.5	2,925.00	Cash call; SISP matters, calls, and correspondence; funds entitlement compilation and review of claims; correspondence to secured creditor's counsel.
4/17/2023	Warga, Brent	3.1	1,705.00	Cash call; updates to forecast to actual results and reporting to TD; review of various e-mail correspondence; calls to creditors and stakeholders.
4/18/2023	Knox, Christopher	0.2	70.00	Discussions with potential purchaser returning message and confirming contact information for distribution of teaser.
4/18/2023	Fritz, John	2.9	1,305.00	Cash call; SISP telephone and email correspondence; lien claim items; creditor enquiries; C. Knox correspondence re: Interested parties.
4/18/2023	Warga, Brent	2.8	1,540.00	Cash call; review of various e-mail correspondence re: ongoing projects; discussion of file matters with S. Segal; discussion of data room files with F. Kim.
4/19/2023	Fritz, John	1.7	765.00	Cash call; SISP Administration matters.
4/19/2023	Warga, Brent	3.5	1,925.00	Cash call; updates to forecast to actual results; call with MLT Aikins and S. Segal re: file matters; meeting with F. Kim re: data room files and review of revised f/s.
4/20/2023	Florea, Ramona	0.1	15.00	Website update.
4/20/2023	Knox, Christopher	0.2	70.00	Discussions with potential purchasers and passing information on to J. Fritz.
4/20/2023	Fritz, John	1.3	585.00	Cash call; SISP administration and correspondence.
4/20/2023	Warga, Brent	2.6	1,430.00	Cash call; meeting with S. Segal re: file matters; review and responding to various e-mails re: file matters; updates to forecast to actual results.
4/21/2023	Fritz, John	3.7	1,665.00	Cash call; SISP matters (interested parties, responding to enquiries, providing data room access, etc.)
4/21/2023	Warga, Brent	3.9	2,145.00	Cash call; updates to forecast to actual results; correspondence to/from Chandos re: flow through agreement; meetings with S. Segal re: file matters; discussions with J. Fritz re: file matters.
4/22/2023	Warga, Brent	2.4	1,320.00	Calls with S. Segal re: file matters; review of e-mail correspondence; call with MLT Aikins and T. Morris re: Phase 1 results; e-mail correspondence to S. Gabor re: same; review/edits to draft correspondence to Qualified Phase 1 Bidders/Secured Creditors.
4/24/2023	Fritz, John	3.7	1,665.00	SISP administration; cash call participation; lien correspondence.
4/24/2023	Warga, Brent	2.2	1,210.00	Cash call; e-mail correspondence to TD Bank re: CRA; review of Sallyport accounts.
4/25/2023	Fritz, John	3.3	1,485.00	SISP enquiries; qualifying bidders; interested party correspondence; data room administration; cash call participation; creditor enquiries.
4/25/2023	Warga, Brent	3.0	1,650.00	Cash call; review of various e-mail correspondence re: file matters; updates to forecast to actual results.
4/26/2023	Fritz, John	2.5	1,125.00	Customer enquiries and correspondence with Companies re: customer communication; SISP process administration and correspondence with potential and qualified bidders; status call with primary secured creditor.
4/26/2023	Warga, Brent	4.4	2,420.00	Cash call; ,correspondence to/from Chandos and Oldcastle re: flow through agreement; call with TD Bank; call with MLT Aikins; various correspondence with S. Segal and F. Kim re: file matters; calls with creditors and contractors.
4/27/2023	Fritz, John	1.1	495.00	SISP administration; data room items; interested party enquiries; cash call participation; creditor enquiries.
4/27/2023	Warga, Brent	3.6	1,980.00	Cash call; e-mail correspondence with Sallyport; e-mail correspondence with Chandos re: trust agreement; discussions with S. Segal re: file matters; drafting of correspondence to TD re: DIP availability; data room matters with J. Fritz and F. Kim.
4/28/2023	Fritz, John	1.4	630.00	SISP administration and data room matters; correspondence with interested parties.
4/28/2023	Warga, Brent	2.4	1,320.00	Cash call; updates to forecast to actual reporting; e-mail correspondence to TD; review of various e-mail correspondence re: file matters.
5/1/2023	Dew, Todd	1.0	300.00	Incoming and outgoing wire matters.
5/1/2023	Fritz, John	2.6	1,170.00	Call with Companies management; SISP correspondence with interested parties; data room maintenance; creditor enquiries.
5/1/2023	Warga, Brent	3.1	1,705.00	Cash call; updates to forecast to actual results; drafting of update to TD; customer calls; review of various e-mail correspondence re: file matters (i.e. Chandos FTA, purchase and sale agreement, customer matters).
5/2/2023	Florea, Ramona	0.1	15.00	Website update.
5/2/2023	Fritz, John	1.2	540.00	SISP correspondence; cash call; primary secured creditor call.
5/2/2023	Warga, Brent	3.3	1,815.00	Cash call; updates to forecast to actual results; call with TD Bank; review of various e-mail correspondence re: file mattes; call with former independent contractor; discussions with S. Segal re: file matters.
5/3/2023	Fritz, John	1.5	675.00	SISP administration; correspondence with interested parties; cash review; Sallyport call and correspondence.
5/3/2023	Warga, Brent	4.6	2,530.00	Cash calls; call with Sally Port; updates to forecast to actual reporting; call with interested parties; review of various e-mail correspondence re: file matters.
5/4/2023	Fritz, John	1.1	495.00	Participation on management cash call; SISP administration and interested party correspondence.
5/4/2023	Warga, Brent	2.4	1,320.00	Cash call; calls with S. Segal re: SISP procedures; review of various correspondence re: file matters; e-mail; correspondence with MLT Aikins re: accounts; updates to forecast to actual results.
5/5/2023	Conorton, Laura	0.2	30.00	Trust accounting.
5/5/2023	Fritz, John	2.9	1,305.00	Cash call participation; SISP administration and interested party enquiries; review and compilation of submissions received.
5/5/2023	Warga, Brent	3.3	1,815.00	Cash call; call with creditor; review of Phase 1 submissions; call with MLT Aikins re: submissions; call with J. Fritz re: submissions and summary of same.

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.
 CCAA TIME SUMMARY
 INVOICE NO: 8003614509

Date	Name	Hours	Total	Description
5/6/2023	Fritz, John	2.2	990.00	Call with Accurate Director and counsel re: SISP results; correspondence with counsel re: draft bidder and secured creditor correspondence.
5/7/2023	Warga, Brent	1.4	770.00	Updates to forecast to actual results; review of draft sales approval and vesting order; call with C. Frith re: same.
5/8/2023	Fritz, John	3.0	1,350.00	SISP matters; call with DIP lender and counsel; counsel correspondence; compilation of Companies' data for discussion re: asset base.
5/8/2023	Warga, Brent	4.3	2,365.00	Cash calls; call with MLT Aikins & McDougall Gauley re: NRV; call with TD re: Phase 1 submissions; updates to NRV; e-mail correspondence to/from TD re: NRV and payroll; calls with S. Segal re: file matters.
5/9/2023	Fritz, John	1.3	585.00	SISP and operational calls and correspondence.
5/9/2023	Warga, Brent	3.4	1,870.00	Cash calls; call with Allsco team re: file matters; call with TD Bank re: payroll, DIP, SISP and file matters; review of various e-mail correspondence re: operational matters; call with J. Fritz re: SISP.
5/10/2023	Fritz, John	1.5	675.00	SISP Procedures; interested party correspondence; cash call; creditor enquiries.
5/10/2023	Warga, Brent	4.1	2,255.00	Cash call; call with Natasha/F. Kim re: payroll; call with Shawn/Larisa re: invoices; meeting with Phase 2 Qualified Bidder; updates to forecast to actual results; call with counsel and MLT Aikins re: Sallyport.
5/11/2023	Fritz, John	0.6	270.00	SISP administration matters; correspondence with interested parties.
5/11/2023	Warga, Brent	3.7	2,035.00	Call/meeting with F. Kim and S. Warman re: SISP site visits; review of various e-mail correspondence re: file matters; meeting with F. Kim and C. Shale re: interested parties' additional information request; cash call; calls with S. Segal re: file matters.
5/12/2023	Fritz, John	0.7	315.00	SISP administration and interested parties correspondence; cash call participation; creditor enquiries.
5/12/2023	Warga, Brent	4.2	2,310.00	Cash call; site meetings with Qualified Phase 2 bidder; review of various e-mail correspondence re: file matters and SISP process (APA and SAVO correspondence with counsel).
Total		139.9	\$ 70,065.00	



Invoice 8003690807

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Stephen Segal
Glass 8 Inc.
1535 Seel Avenue
Winnipeg MB R3T 1C6
Canada

Tel:(204)942-0051
Fax:(204)947-9390
www.deloitte.ca

Date: June 14, 2023
Client No.: 1216915
WBS#: ACC00723
Engagement Partner: Brent Warga

GST/HST Registration: 122893605RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For the work performed in accordance with the Court Orders dated February 10, 2023 and February 14, 2023 in respect of the Accurate Group CCAA proceedings.

Time incurred for the period May 15, 2023 to June 11, 2023.

B. Warga - Partner - 63.4 hrs: 34,870.00
J. Fritz - Senior Manager - 15.0 hrs: 6,750.00
C. Knox - Manager - 2.7 hrs: 945.00
T. Dew - Senior Associate - 1.0 hrs: 300.00
R. Florea - Associate - 0.1 hrs: 15.00
Total (82.2 hrs): 42,880.00

GST applicable 42,880.00

Sales Tax

GST at 5.00 % 2,144.00

Total Amount Due (CAD) 45,024.00

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

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.
 CCAA TIME SUMMARY
 INVOICE NO: 8003690807

Date	Name	Hours	Total	Description
5/15/2023	Knox, Christopher	0.2	70.00	Discussions and scheduling of Glass 8 and Polar site visits in Edmonton.
5/15/2023	Fritz, John	1.2	540.00	SISP administration and correspondence with interested parties; cash call participation.
5/15/2023	Warga, Brent	2.6	1,430.00	Cash call; updates to forecast to actual reporting; call with S. Segal re: file matters; coordination of Edmonton site visits for Qualified Phase 2 Bidder.
5/16/2023	Knox, Christopher	2.5	875.00	Travel to and from Glass 8 and Polar Window sites in Edmonton.; met with interest party to view both sites.
5/16/2023	Fritz, John	0.4	180.00	Cash call participation.
5/16/2023	Warga, Brent	4.3	2,365.00	Cash call; discussions with S. Segal re: file matters; billing; drafting of Second Report; updates to forecast to actual results; drafting of bi-weekly update to DIP Lender.
5/17/2023	Fritz, John	0.6	270.00	Creditor enquiries; cash call participation.
5/17/2023	Warga, Brent	2.1	1,155.00	Cash call; updates to forecast to actual results; discussions with F. Kim and C. Shale re: file matters; review of various e-mail correspondence re: file matters.
5/18/2023	Fritz, John	2.2	990.00	SISP administration and interested party enquiries; cash call participation; creditor enquiries.
5/18/2023	Warga, Brent	2.4	1,320.00	Cash call; discussions with S. Segal re: file matters; review of various e-mail correspondence re: file matters.
5/19/2023	Fritz, John	3.3	1,485.00	SISP administration: review of submissions and interested parties' correspondence; cash call participation.
5/19/2023	Warga, Brent	3.2	1,760.00	Cash call; drafting of Second Report; call with C. Frith re: file matters.
5/22/2023	Fritz, John	1.0	450.00	SISP administration and discussion/correspondence with the Companies' Director, counsel, and Monitor's counsel.
5/22/2023	Warga, Brent	0.5	275.00	Call with counsel re: Phase 2 submissions.
5/23/2023	Dew, Todd	1.0	300.00	Trust accounting; incoming wires.
5/23/2023	Fritz, John	1.9	855.00	SISP administration; call with DIP Lender and draft schedules; creditor enquiries; cash call participation.
5/23/2023	Warga, Brent	4.2	2,310.00	Cash call; review of various e-mail correspondence; call with TD re: Phase 2 bids; drafting of Second Report.
5/24/2023	Fritz, John	2.3	1,035.00	Cash call participation; SISP administration.
5/24/2023	Warga, Brent	4.8	2,640.00	Cash call; drafting of Confidential Supplement; e-mail correspondence to TD Bank re: NRV and SISP; discussions with S. Segal re: file matters; call with MLT Aikins re: SISP; calls with customers.
5/25/2023	Warga, Brent	1.4	770.00	Cash call; review of various e-mail correspondence.
5/26/2023	Warga, Brent	4.8	2,640.00	Cash call; drafting of Confidential Report; call with TD Bank re: SISP; discussions with S. Segal re: file matters; discussions with SISP participants; review of various e-mail correspondence re: file matters.
5/29/2023	Fritz, John	0.4	180.00	Cash call participation and SISP matters.
5/29/2023	Warga, Brent	2.6	1,430.00	Cash call; updates to forecast to actual results; discussions with S. Segal re: file matters; e-mail correspondence to/from McDougall Gauley re: Phase 2 Bids.
5/30/2023	Warga, Brent	4.7	2,585.00	Drafting of Second Report; call with TD; discussions with S. Segal re: file matters; cash call.
5/31/2023	Fritz, John	0.4	180.00	DIP Lender discussion; cash call participation.
5/31/2023	Warga, Brent	4.2	2,310.00	Cash call; call with TD Bank; updates to forecast to actual reporting; updates to rolling forecast; updates to draft reporting; various file matters and e-mail correspondence.
6/1/2023	Warga, Brent	3.4	1,870.00	Cash calls; updates to Second Report; updates to rolling forecast; updates to forecast to actual results; meetings with S. Segal; e-mail correspondence with TD.
6/2/2023	Fritz, John	0.4	180.00	DIP Lender discussion; cash call participation; other CCAA matters.
6/2/2023	Warga, Brent	3.4	1,870.00	Cash call; various e-mail correspondence re: file matters; call with TD Bank; discussions with S. Segal.
6/5/2023	Fritz, John	0.4	180.00	Cash discussion; SISP process matters.
6/5/2023	Warga, Brent	4.2	2,310.00	Cash call; updates to forecast to actual reporting; updates to revised forecast; call with Phase 2 Bidder; drafting of Second Report.
6/6/2023	Warga, Brent	2.8	1,540.00	Cash call; review of various e-mail correspondence re: file matters; e-mail correspondence to/from TD.
6/7/2023	Florea, Ramona	0.1	15.00	Website update.
6/7/2023	Fritz, John	0.5	225.00	Cash call; SISP discussions with DIP lender.
6/7/2023	Warga, Brent	2.6	1,430.00	Cash call; call with TD; e-mail correspondence to/from TD; e-mail correspondence to/from S. Segal.
6/8/2023	Warga, Brent	3.6	1,980.00	Cash call; updates to forecast to actual results; various employee matters and discussions with F. Kim and C. Shale; meeting with S. Segal re: file matters.
6/9/2023	Warga, Brent	1.6	880.00	Cash call; review of various e-mail correspondence re: file matters.
Total		82.2	\$ 42,880.00	



Invoice 8003769105

Deloitte Restructuring Inc.

360 Main St
Suite 2300
Winnipeg MB R3C 3Z3

ATTN: Stephen Segal
Glass 8 Inc.
1535 Seel Avenue
Winnipeg MB R3T 1C6
Canada

Tel: (204) 942-0051
Fax: (204) 947-9390
www.deloitte.ca

Date: July 12, 2023
Client No.: 1216915
WBS#: ACC00723
Engagement Partner: Brent Warga
GST/HST Registration: 122893605RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For the work performed in accordance with the Court Orders dated February 10, 2023 and February 14, 2023 in respect of the Accurate Group CCAA proceedings.

Time incurred for the period June 12, 2023 to July 9, 2023.

B. Warga - Partner - 63.0 hrs: 35,280.00
J. Fritz - Senior Manager - 9.8 hrs: 4,410.00
L. Conorton - Associate - 0.1 hrs: 15.00

Total (72.9 hours): 39,705.00

GST applicable 39,705.00

Sales Tax

GST at 5.00 % 1,985.25

Total Amount Due (CAD) 41,690.25

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

**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.
 CCAA TIME SUMMARY
 INVOICE NO: 8003769105**

Date	Name	Hours	Total	Description
6/12/2023	Fritz, John	1.3	585.00	SISP matters; cash call participation; creditor enquiries.
6/12/2023	Warga, Brent	4.3	2,408.00	Cash call; updates to forecast to actual results; preparation of TD reporting; call with TD Bank re: SISP / offers; e-mail correspondence to/from legal counsel; drafting of Second Report.
6/13/2023	Fritz, John	2.2	990.00	Discussion and correspondence with counsel and DIP Lender re: SISP matters; creditor enquiries.
6/13/2023	Warga, Brent	5.5	3,080.00	Cash call; call with MLT Aikins and McDougall re: SISP and file matters; call with TD Bank and counsels re: SISP and file matters; updates to Second Report; updates to forecast; discussions with S. Segal re: file matters; billing.
6/14/2023	Fritz, John	0.5	225.00	SISP items and correspondence; creditor enquiries.
6/14/2023	Warga, Brent	5.2	2,912.00	Cash call; updates to Second and Confidential Reports; call with McDougall Gauley re: court hearing matters and reporting; meeting with S. Segal; review of various email correspondence re: file matters; flow through agreement matters with Chandos and Glascurtain.
6/15/2023	Fritz, John	0.5	225.00	SISP calls and correspondence; cash call.
6/15/2023	Warga, Brent	3.8	2,128.00	Cash call; call with MLT and Cassels; review of various email correspondence re: file matters; call with McDougall Gauley re: court hearing matters; meeting with S. Segal.
6/16/2023	Fritz, John	0.3	135.00	Creditor enquiries.
6/16/2023	Warga, Brent	2.6	1,456.00	Cash call; meeting with S. Segal; review of various e-mail correspondence re: file matters; drafting of waterfall analysis.
6/19/2023	Warga, Brent	2.8	1,568.00	Cash call; updates to forecast to actual reporting; various e-mail correspondence re: file matters and court hearing; call with Bremik and the Applicants.
6/20/2023	Warga, Brent	2.4	1,344.00	Cash call; updates to forecast to actual reporting; discussions with S. Segal re: file matters; review and responding to various e-mail correspondence.
6/21/2023	Warga, Brent	2.4	1,344.00	Cash call; call with S. Segal and C. Shale re: Chandos; correspondence to Phase 2 Bidders; correspondence with McDougall Gauley re: file matters; call with Bremik.
6/22/2023	Warga, Brent	3.2	1,792.00	Cash call; call with general contractor and S. Segal; updates to forecast to actual reporting; e-mail correspondence to/from legal counsel and TD re: involvement of T. Morris; review of various e-mail correspondence re: file matters.
6/23/2023	Warga, Brent	1.2	672.00	Cash call; e-mail correspondence with legal counsel re: file matters and court hearing.
6/26/2023	Warga, Brent	3.3	1,848.00	Cash call; call with MLT Aikins re: file matters; updates to forecast to actual reporting; e-mail correspondence with T. Morris and TD Bank; preparation of bi-weekly reporting.
6/27/2023	Fritz, John	0.4	180.00	Creditor enquiries.
6/27/2023	Warga, Brent	2.4	1,344.00	Cash call; call with prospective purchaser and counsel; review of various e-mail correspondence re: file matters.
6/28/2023	Warga, Brent	1.4	784.00	Cash call; updates to forecast to actual results; review of various e-mail correspondence re: file matters.
6/29/2023	Fritz, John	1.0	450.00	SISP call with interested parties and counsel.
6/29/2023	Warga, Brent	3.1	1,736.00	Cash call; call with legal counsels re: court application matters; call with McDougall Gauley; review of various e-mail correspondence re: file matters.
6/30/2023	Warga, Brent	1.6	896.00	Cash call; updates to forecast to actual results.
7/2/2023	Warga, Brent	1.8	1,008.00	Review of Draft APA and Order.
7/3/2023	Warga, Brent	0.7	392.00	Review of various e-mail correspondence re: operational matters.
7/4/2023	Fritz, John	1.2	540.00	Call with counsel re: court materials; creditor enquiries.
7/4/2023	Warga, Brent	4.2	2,352.00	Cash calls; updates to forecast to actual results; call with McDougall Gauley re: court hearing and APA; review of various e-mail correspondence re: operational matters; meeting with S. Segal re: Chandos.
7/5/2023	Fritz, John	0.8	360.00	Applicant operational update calls; pending court hearing matters.
7/5/2023	Warga, Brent	4.3	2,408.00	Cash calls; updates to Second and Confidential Reports; Chandos flow through payment matters; review of various e-mail correspondence re: operational matters.
7/6/2023	Fritz, John	0.6	270.00	Operational update; call with counsel.
7/6/2023	Warga, Brent	3.2	1,792.00	Cash call; updates to forecast to actual results; call with McDougall Gauley re: court hearing; meeting with S. Segal re: court hearing.
7/7/2023	Conorton, Laura	0.1	15.00	Website updates.
7/7/2023	Fritz, John	1.0	450.00	Court hearing items; call with DIP lender; operational review with debtor.
7/7/2023	Warga, Brent	3.6	2,016.00	Cash call; call with legal counsels re: APA; call with TD Bank; call with McDougall Gauley; Chandos flow through matters.
Total		72.9	\$ 39,705.00	

Appendix O – Fees and Disbursements of the Monitor’s Legal Counsel

**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.**

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
 MCDUGALL GAULEY LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
1-May-23	694742	\$ 56,902	\$ 91	\$ 2,850	\$ 3,414	\$ 63,256	87.6
31-May-23	696376	24,429	12	1,222	1,466	27,128	39.8
30-Jun-23	698559	30,677	65	1,537	1,841	34,119	51.9
19-Jul-23	699324	54,577	119	2,735	3,275	60,704	101.8
TOTAL		\$ 166,583	\$ 287	\$ 8,344	\$ 9,995	\$ 185,208	281.1

IN ACCOUNT WITH



barristers and solicitors
(306) 653-1212
500 - 616 Main Street
Saskatoon, Saskatchewan S7H 0J6

Brent Warga
Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB
Canada R3C 3Z3

Date: May 1, 2023
Invoice No.: 694742
File Number: 549268.11/IAS

GST 890275415
PST 1887298

RE: Polar Holding Ltd., et al
FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

FEE SUMMARY:

<u>LAWYER</u>	<u>HOURS</u>	<u>RATE</u>	<u>VALUE</u>
Paul E. Fedoroff (PEF)	4.10	415.00	1,701.50
Craig P. Frith (CPF)	19.00	495.00	9,405.00
Ian A. Sutherland (IAS)	64.50	710.00	45,795.00

TOTAL FEES: \$56,901.50

DISBURSEMENTS AND OTHER CHARGES:

Long Distance*	27.20
Document Copying*	64.05

TOTAL DISBURSEMENTS: \$91.25

*GST applicable

GST @ 5.00% on fees and taxable disbursements: 2,849.64

PST @ 6.00% on fees: 3,414.09

TOTAL FEES, DISBURSEMENTS & TAXES: \$63,256.48

IAS/CGG
E&OE

IN ACCOUNT WITH



barristers and solicitors
(306) 653-1212
500 - 616 Main Street
Saskatoon, Saskatchewan S7H 0J6

Brent Warga
Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB
Canada R3C 3Z3

Date: May 31, 2023
Invoice No.: 696376
File Number: 549268.11/IAS

GST 890275415
PST 1887298

RE: Polar Holding Ltd., et al
FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

FEE SUMMARY:

<u>LAWYER</u>	<u>HOURS</u>	<u>RATE</u>	<u>VALUE</u>
Craig P. Frith (CPF)	17.40	495.00	8,613.00
Ian A. Sutherland (IAS)	22.10	710.00	15,691.00
Paul E. Fedoroff (PEF)	0.30	415.00	124.50

TOTAL FEES: \$24,428.50

DISBURSEMENTS AND OTHER CHARGES:

Long Distance* 12.00

TOTAL DISBURSEMENTS: \$12.00

*GST applicable

GST @ 5.00% on fees and taxable disbursements: 1,222.03

PST @ 6.00% on fees: 1,465.71

TOTAL FEES, DISBURSEMENTS & TAXES: \$27,128.24

IAS/CGG
E&OE

IN ACCOUNT WITH



barristers and solicitors
(306) 653-1212
500 - 616 Main Street
Saskatoon, Saskatchewan S7H 0J6

Brent Warga
Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB
Canada R3C 3Z3

Date: June 30, 2023
Invoice No.: 698559
File Number: 549268.11/IAS

GST 890275415
PST 1887298

RE: Polar Holding Ltd., et al
FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

FEE SUMMARY:

<u>LAWYER</u>	<u>HOURS</u>	<u>RATE</u>	<u>VALUE</u>
Craig P. Frith (CPF)	27.20	495.00	13,464.00
Ian A. Sutherland (IAS)	23.60	710.00	16,756.00
Paul E. Fedoroff (PEF)	1.10	415.00	456.50

TOTAL FEES: \$30,676.50

DISBURSEMENTS AND OTHER CHARGES:

Long Distance*	64.40
Document Copying*	0.70

TOTAL DISBURSEMENTS: \$65.10

*GST applicable

GST @ 5.00% on fees and taxable disbursements: 1,537.09

PST @ 6.00% on fees: 1,840.59

TOTAL FEES, DISBURSEMENTS & TAXES: \$34,119.28

IAS/skb
E&OE

IN ACCOUNT WITH



barristers and solicitors
(306) 653-1212
500 - 616 Main Street
Saskatoon, Saskatchewan S7H 0J6

Brent Warga
Deloitte Restructuring Inc.
360 Main Street, Suite 2300
Winnipeg, MB
Canada R3C 3Z3

Date: July 19, 2023
Invoice No.: 699324
File Number: 549268.11/IAS

GST 890275415
PST 1887298

RE: Polar Holding Ltd., et al
FOR PROFESSIONAL SERVICES RENDERED IN CONNECTION WITH:

<u>LAWYER</u>	<u>HOURS</u>	<u>RATE</u>	<u>VALUE</u>
Craig P. Frith (CPF)	49.60	495.00	24,552.00
Ian A. Sutherland (IAS)	26.50	710.00	18,815.00
Ryan J. Grieve (RJG)	6.80	495.00	3,366.00
Paul E. Fedoroff (PEF)	18.90	415.00	7,843.50

TOTAL FEES: \$54,576.50

DISBURSEMENTS AND OTHER CHARGES:

Long Distance*	111.20
Document Copying*	7.35

TOTAL DISBURSEMENTS: \$118.55

*GST applicable

GST @ 5.00% on fees and taxable disbursements: 2,734.76

PST @ 6.00% on fees: 3,274.59

TOTAL FEES, DISBURSEMENTS & TAXES: \$60,704.40

IAS/CGG
E&OE

Appendix P – Fees and Disbursements of the Applicants’ Legal Counsel

**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.**

**SUMMARY OF LEGAL FEES AND DISBURSEMENTS
MLT Aikins LLP**

Date	Invoice #	Fees	Disbursements	GST	PST	Total	Hours
28-Feb-23	6355744	\$ 17,460	\$ 108	\$ 878	\$ 1,222	\$ 19,669	43.3
20-Mar-23	6358385	19,093	55	956	1,336	21,440	32.3
31-Mar-23	6362755	56,802	96	2,845	3,976	63,719	111.2
26-Apr-23	6366164	58,997	913	2,988	4,130	67,027	123.6
30-Apr-23	6367657	12,370	70	620	866	13,926	20.6
1-Jun-23	6378396	28,955	20	1,449	2,027	32,450	55.2
30-Jun-23	6382167	23,854	165	1,195	1,670	26,883	44.3
15-Jul-23	6385320	20,545	70	1,029	1,438	23,082	37.1
TOTAL		\$ 238,074	\$ 1,497	\$ 10,931	\$ 16,665	\$ 268,196	467.6

Partial Payment (16,651)
Retainer (50,000)

OUTSTANDING FEES \$ 201,545